

XTB LIMITED
REGULATIONS ON THE PROVISION OF CRYPTO SERVICES
(GENERAL TERMS AND CONDITIONS)

Regulations on the provision of services by XTB Limited, a Company duly registered in Cyprus Registrar of Companies under the no. HE 296794 and with registered office at Pikioni 10, Building: Highsight Rentals Ltd, 3075, Limassol, Cyprus, which is licensed and regulated by CySEC, CIF Licence Number 169/12 and authorized to provide Crypto (Crypto-assets) services under art. 60 of Regulation (EU) 2023/1114 (MiCA) ("General Terms and Conditions").

Section 1: Definitions and Interpretation of Terms

"Abusive Trading" means, among others, Trading using VPN during the registration process or throughout trading activity, or any other activity by the Client which the Company, acting reasonably, considers to be abusive, manipulative or contrary to the proper use of the Crypto services provided.

"Airdrop" means a free distribution of Crypto, usually carried out by the creators of the project associated with a given Crypto.

"Applicable Regulations" or "Applicable Law" shall mean (a) CySEC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) Rules, Regulations, market customs and market practices that are in force in the particular market (e.g. MiCAR); (c) applicable acts issued by public and corporate institutions, market operators, clearing houses or other market participants on the basis of laws, regulations, customs and practices mentioned in points a-c, in particular resolutions, statutes, decisions, conclusions, guidelines or instructions, both intended for individuals and the general public; and (d) all other Applicable Laws, rules and regulations of Cyprus and/or of the European Union.

"Application" or "XTB Application" means the trading platform provided and operated by XTB S.A., including the mobile application available on the AppStore or Google Play, and the web-based platform made available to the Client for the purpose of accessing services provided by the Company.

"Cash Account" shall mean the bank account maintained by the Company used in particular to keep Client's cash deposits and for the purpose of settlement of Transactions on Crypto.

"Client" shall mean a natural person or eligible person who holds an active trading account with XTB S.A., uses the XTB Application, and duly concludes the Crypto Agreement with the Company under these General Terms and Conditions.

"Company" or "XTB" shall mean XTB Limited, a Company duly registered in Cyprus Registrar of Companies under the no. HE 296794 and with registered office at Pikioni 10, Building: Highsight Rentals Ltd, 3075, Limassol, Cyprus, which is licensed and regulated by CySEC, CIF Licence Number 169/12.

"Closing Position" means the sale of Crypto held in an Open Position, resulting in the settlement of rights and obligations arising from that position.

"Company's Cessionary" shall mean a third party onto whom the Company assigns the rights or obligations under the Crypto Agreement in compliance with Applicable Regulations.

"Company's Office" shall mean the Company's registered offices at: XTB Limited, Pikioni 10, Building: Highsight Rentals Ltd, 3075, Limassol, Cyprus.

"Crypto" or "Crypto-asset" shall mean a "Crypto-asset" as defined in Regulation (EU) 2023/1114 (MiCA Regulation), i.e., a digital representation of a value or right that is able to be transferred and stored electronically using distributed ledger technology or similar technology.

"Crypto Account" means an account or any other accounts and/or registers maintained for the Client by the Company in which Crypto is registered.

"Crypto Account Currency" means the currency in which the relevant Crypto Accounts are maintained and in which all operations are settled on such Crypto Accounts: EUR, USD.

"Crypto Account Opening Application" shall mean the questionnaire completed by the Client in order to apply for the Company's Services under this Crypto Agreement and the opening of a Client Crypto Account, via which the Company will obtain information for identification, due diligence and appropriateness in accordance with the Applicable Regulations.

"Crypto Agreement" shall mean the agreement for the provision of Crypto services to the Client by the Company, setting out the conditions for executing Transactions on Crypto for the Client with the Crypto Account as provided in this GTC and the documents stated in Section 2, as amended from time to time.

"Crypto Condition Tables" shall mean the tables published on the Company's website setting out the following:

- a) Crypto specification table which contains: (i) a list of Crypto, (ii) commissions, (iii) minimum order value, (iv) trading hours;
- b) Crypto Table of XTB's Commissions and Fees;
- c) Any items other than the above which the GTC states that they are expressed in the Crypto Condition Tables.

"Crypto Holdings" means the total quantity of a particular Crypto held by the Client in a single Crypto Account.

"Third-Party Provider" means a third party with which the Company has entered into a contractual arrangement or cooperates for the purpose of providing Crypto services to the Client, including but not limited to Liquidity Providers, Crypto custodians and providers of tools or services supporting the provision of Crypto services.

"Crypto Price" or "Crypto-Asset Price" means the indicative bid or ask price of a particular Crypto as displayed in the XTB Application. Prices are derived from Liquidity Provider quotations and include the Company's markup.

"Crypto Space" means the dedicated interface or section within the XTB Application through which the Client accesses the Crypto services provided by the Company. The Crypto Space is provided and operated by the Company, which bears sole responsibility for all Crypto services, transactions, accounts, and content made available within it.

"Crypto Trading Department" shall mean the persons within the Company's organisational structure responsible for the routing, transmission and operational handling of Client Orders and Crypto Transactions, including the management of Liquidity Provider relationships and the monitoring of Order execution quality.

"Currency Exchange Rate" means the exchange rate applied by the Company when converting funds between the Crypto Account Currency and the currency of a Crypto Transaction, as published in the Crypto Condition Tables.

"CySEC" shall mean the Cyprus Securities and Exchange Commission, which is the Company's supervisory authority.

"CySEC Rules" shall mean the Rules, Directives, and Regulations, Guidance notes, opinions or recommendations of CySEC.

"DeFi" means Decentralised Finance, i.e. financial services ecosystem based on distributed ledger technology.

"Disposition" shall mean Client's binding disposition to the Company to perform a specific operation on the Client's Crypto Account or other register or application made in accordance with the Crypto Agreement and the GTC. Such an operation is performed by the Company on behalf of the Client.

"Equity" shall mean the total value of a Client's Crypto Account, comprising the Free Funds and the current market value of all Crypto held in the Crypto Account, as determined in clause 4.4 of the GTC.

"Event of Default" shall have the meaning given in clause 18.32.

"Force Majeure Event" shall have the meaning as set out in clause 12.2.

"Fork" means a change in the protocol or source code of a distributed ledger, leading to the creation of a new version of the network or modification of existing operating rules.

"Free Funds" means the amount of cash available in the Client's Crypto Account for placing new Orders or withdrawal.

"GTC" or "General Terms and Conditions" shall mean the regulations as set herein, on the provision of Crypto services by the Company to the Client, consisting in the reception and transmission of Orders to buy or sell Crypto, and the safekeeping and administration of Crypto on behalf of the Client.

"Important reason" shall mean:

- a) liquidation or bankruptcy of the Client,
- b) reasonable suspicion that the service is unsuitable,
- c) inability to apply AML/CFT measures,
- d) termination, expiry, or cancellation of the Client's brokerage services agreement with XTB S.A.,
- e) breach of the principles of fair dealing,
- f) other cases in this GTC.

"Instruction" shall mean Client's guidelines based on which the Company performs a specific operation on the Client's Crypto Account in accordance with the provisions of the Crypto Agreement and the GTC;

"Liquidity Provider" means a third-party institution to which the Company transmits Client Orders for execution.

"Maximum Crypto Holdings Limit" means the maximum quantity of a particular Crypto that a Client may hold in a single Crypto Account.

"Open Position" means Crypto purchased by the Client and held in the Client's Crypto Account that has not yet been sold.

"Sell Only" means the status of a Crypto that allows the Client only to sell the Crypto held, while preventing the placement of new buy Orders.

"Spread" shall mean the difference between the bid price and ask price of the particular Crypto.

"Trading Hours" means the days and hours during which Transactions on a particular Crypto may be executed.

"Transaction" shall mean a purchase or sale of a Crypto via the Crypto Account.

"Transaction Order" or "Order" shall mean an instruction submitted by the Client to buy or sell Crypto on their Crypto Account. The Company transmits and processes such instructions in accordance with the Crypto Agreement, the GTC and the Crypto Orders' Execution Policy.

"Website" shall mean the Company's website at www.xtb.com/cy or such other website as the Company may maintain from time to time.

Section 2: General Provisions

- 2.1** By accepting the GTC, the Client is eligible to receive the Crypto services offered by the Company.
- 2.2** The Client shall receive full information on:
- a) risk involved in trading Crypto,
 - b) orders' execution policies,
 - c) other terms and conditions of services provided by the Company and in effect by the Company.
- 2.3** The Company provides services of receiving and transmitting Clients' Orders in accordance with the conditions specified in the Crypto Agreement and following appendixes:
- a) the GTC;
 - b) the Crypto Declaration of Investment Risk;
 - c) the Crypto Orders' Execution Policy;
 - d) the Crypto Conflict of Interest Policy;
 - e) the Crypto Condition Tables;
 - f) Other documents specified by the Company on the basis of the Crypto Agreement.
- 2.4** Crypto Orders' Execution Policy is available on the Company Website and in the XTB Application. The Company shall notify the Client about any material changes of the Crypto Orders' Execution Policy in accordance with the rules specified in the GTC.
- 2.5** Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa. Paragraph headings are for ease of reference only.
- 2.6** Any reference to any act or regulation or Applicable Law shall be that act or regulation, or Applicable Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance notes, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.
- 2.7** Whenever a reference to time is made in the Crypto Account it shall be understood as the Central European Time (CET) or Central European Summer Time (CEST) respectively, unless specified otherwise.
- 2.8** When executing Client's Orders, the Company shall apply Crypto Orders' Execution Policy in its current wording. Crypto Orders' Execution Policy is available on the Company Website. The Company shall notify the Client about any material changes of the Crypto Orders' Execution Policy in accordance with the rules specified in the GTC.
- 2.9** The Company operates on the market through Liquidity Providers by reception and transmission of Orders for Crypto on behalf of Clients. The Company is using only Liquidity Providers that meet the technical and operational criteria required under MiCA regulation, ensuring efficient and fair execution of Client Orders.
- 2.10** The Company is licensed by CySEC to offer to a Client from time to time any of the following Crypto services:
- a) providing custody and administration of Crypto on behalf of Clients;
 - b) execution of orders for Crypto on behalf of Clients;
 - c) reception and transmission of orders for Crypto on behalf of Clients;
- 2.11** The Company sets the prices of Crypto on the basis of the prices provided by the Liquidity Providers.
- 2.12** In the case where the Client is a legal person it is obliged to obtain a legal entity identifier (LEI) from an appropriate authority duly licensed to provide legal entity identifiers. In the case of a legal person, the Client may not (where provided by Applicable Regulations) be able to execute any Transactions with the Company if it does not possess a legal entity identifier.

- 2.13** The Company in its activities complies with the highest market protection standards. Any forms of market manipulation shall be prohibited. Particular actions considered as manipulation are defined in the Applicable Law.
- 2.14** In order to properly interpret and fully understand these GTC, the Client must become thoroughly acquainted with this document.

Section 3: The Crypto Agreement

- 3.1** To conclude the Crypto Agreement and access Crypto services, the Client must hold an active trading account with XTB S.A., complete the in-app activation flow, including the appropriateness assessment, directly within the XTB Application; (Crypto Account Opening Application) and accept the Crypto Agreement and other legal documents from clause 2.3 above. The Company has the right to demand additional documents (e.g. source of funds document) and/or other information from the Client from time to time.
- 3.2** Before the Company grants a Client access to the Company's services offered under the Crypto Agreement, the Company assesses (based on the information received from the Client) whether the services to be provided in accordance with the Crypto Agreement are appropriate for the Client, taking into account the Client's investment knowledge and investment experience as well as the Client's risk tolerance and ability to take losses. The Company will notify the Client if a particular service is deemed by the Company to be inappropriate for a Client. In case the Client does not submit the above-mentioned information or submits inappropriate information the Client is hereby informed that the Company may be unable to properly evaluate whether the particular services, Crypto are appropriate for the Client.
- 3.3** By signing and/or accepting the Crypto Agreement, the Client confirms that the Client is aware that the Company reserves itself the right at its sole discretion to refrain from signing the Crypto Agreement or opening a particular Crypto Account for the Client for any reason whatsoever.
- 3.4** The Company is not required (and may be unable under Applicable Regulations) to accept a prospective client as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks and appropriateness tests as the case may be) have been satisfied.
- 3.5** In the case where the verification of the Client's identity has not been completed within the designated timeframe, the Company is entitled to terminate the business relationship upon expiry of such timeframe and to return to the Client all funds and Crypto held in the Client's Crypto Account. To this end, the Company shall be entitled to sell any Crypto held in the Crypto Account at the prevailing market price and return the resulting Free Funds to the Client's bank account on record, within a reasonable timeframe taking into account settlement and custody procedures. No deduction for profits or losses shall be applied; applicable fees in accordance with the Crypto Table of XTB's Commissions and Fees may be deducted. The procedure for the return of funds shall be consistent with the provisions of Section 18.
- 3.6** The Crypto Agreement may also be concluded in paper form, in accordance with Applicable Regulations.
- 3.7** The Client shall immediately notify the Company about any changes in information or data, particularly personal and contact data the Client provided to the Company upon or prior to the opening of the Crypto Account or at any point thereafter. The Company shall not be liable for any losses resulting from the Client's failure to comply with the above-mentioned obligation.
- 3.8** The Client hereby acknowledges and agrees, that even after the Crypto Agreement is concluded, the Company may at its sole discretion refuse to open particular Crypto Accounts for the Client or may close particular Crypto Accounts during the term of the Crypto Agreement in accordance with the provisions of the GTC. In such cases the Company may propose to the Client to open a different Crypto Account within the available offer.

Section 4: Crypto Account

- 4.1** The Company may open Crypto Accounts for the Client. A particular Crypto Account is opened after the Company obtains what it deems to be a duly concluded Crypto Agreement and provided that any additional conditions specified in the Crypto Agreement have been fulfilled.
- 4.2** The Crypto Account shall be kept in the Crypto Account Currency and all the records shall be converted into the Crypto Account Currency at the current Currency Exchange Rate of the Company.
- 4.3** The following events and/or data shall be recorded in the Client's Crypto Account:
- a) payments and withdrawals of Client's funds;
 - b) charges resulting from Orders and Transactions on Crypto;
 - c) profits and losses arising from closed Transactions on Crypto within a particular Crypto Account;
 - d) charges in respect of commissions and fees payable to the Company in accordance with the Crypto Condition Tables;
 - e) credits and debits in respect of transfer of funds from one Crypto Account to another;
 - f) credits and debits in respect to cancelling or adjusting the terms of the Transaction in the manner set forth in Section 14 of the GTC;
 - g) other charges arising from and described in the Crypto Agreement;
 - h) such charges that may arise from taxes and/or other public levies that may apply;
 - i) fees related to the settled amounts of commissions and fees due to Company in accordance with the Crypto Agreement;
 - j) fees and charges related to currency conversion of funds to and from other Crypto Accounts.
- 4.4** The Equity on the Crypto Account shall be determined after the particular Crypto Account is adjusted by the following items:
- a) profit/loss on Transactions on Crypto that have not been yet closed;
 - b) unsettled amounts of fees payable to the Company in accordance with the Crypto Condition Tables;
 - c) other charges and /or liabilities in particular described in clause 4.3 above.
- 4.5** The Crypto Account shall be used in particular to record Transactions on Crypto executed by the Client, as well as to register Client's funds deposited with the Company. A Transaction shall be recorded in the Crypto Account at the moment of its execution.
- 4.6** The Crypto Account shall contain a list of Transactions on Crypto, containing the following applicable parameters:
- a) Transaction number;
 - b) Client's Crypto Account number;
 - c) Client's name and surname or company name or other designation;
 - d) date, hour and minute of the Transaction opening;
 - e) Transaction type (sell / buy);
 - f) type of Crypto;
 - g) amount of Crypto for which the Transaction was executed;
 - h) opening price;
 - i) closing price;
 - j) commissions the Client pays to the Company for the executed Transactions in accordance with the Crypto Condition Tables profit/loss on the Transaction;
 - k) other Transaction parameters;
 - l) the rate of exchange obtained where the transaction involves a conversion of currency.
- 4.7** The value of Crypto on which the positions have not been closed, recorded in the Crypto Account shall be subject to an ongoing valuation. A profit or a loss on all Crypto shall be determined in the Crypto Account Currency and recognized in the Crypto Account.

- 4.8** The Clients' payments into the Crypto Account shall be made through the Cash Account specified by the Company. The Company shall notify the Client about each change of the Cash Account. When making a payment into the Cash Account the Client shall provide the following information:
- a) first name and surname of the Crypto Account holder;
 - b) payment title;
 - c) relevant Crypto Account number.
- 4.9** Funds paid into the Crypto Account, shall be used for the following purposes:
- a) to cover commissions and fees payable to the Company;
 - b) to cover Client's obligations in respect of cancelling or adjusting the terms of Transaction;
 - c) to cover negative Free Funds on any Crypto Account of the Client;
 - d) to settle closed Transactions;
- 4.10** The Company shall execute the Client's Instructions regarding the funds held in the Crypto Account solely for the purpose of:
- a) execution of Transactions on Crypto;
 - b) transfer of funds from one Crypto Account to another;
 - c) covering the commissions and fees payable to the Company;
 - d) transfer of funds to the Client's bank account.
- 4.11** The Disposition to transfer the funds from the Cash Account to the Client's individual bank account shall be placed by electronic means of communication made available by the Company. Deposits to the target Cash Account must be made exclusively in its base currency (Crypto Account Currency). We reserve the right to reject the deposit and return the funds to the sender's account if the bank transfer is made in a currency other than that of the designated Cash Account.
- 4.12** A withdrawal of funds from Client's Crypto Account may be done only to the bank account owned by the Crypto Account's owner and indicated by the Client in the Crypto Agreement or indicated during later change of identification data, unless the parties agree otherwise. Instructions to withdraw funds shall be executed not later than on the next business day following the day in which the Company received the Instruction. Booking of Client's payments shall be executed not later than on the next business day following the day in which the Company received the payment or the Instruction.
- 4.13** The Company shall refuse to execute Instructions to withdraw funds from the Client's Crypto Account if:
- a) the bank account number on the withdrawal Instruction is inconsistent with the Client's bank account number indicated in the Crypto Agreement;
 - b) the Company deems, on a reliable basis, that funds which the Client intends to withdraw are or may be necessary to fulfil any obligations towards the Company arising from the Crypto Agreement or any other agreement the Client has or has had with the Company;
 - c) the funds should be blocked or seized in accordance with Applicable Laws.
- 4.14** The Company may block or delay the possibility of making deposits and withdrawals from the Client's Crypto Account if the Client does not provide the information and/or documents requested by XTB under the Applicable Law, including the situations where the Company is not able to apply one of the financial security measures indicated in the Regulations related to Counteracting Money Laundering and Terrorist Financing.
- 4.15** The Company is not responsible for delays, errors, or the failure to process deposits and withdrawals from your Crypto Account or Cash Account if no technical issues have been identified on XTB's IT systems and these difficulties result from circumstances beyond our control, in particular those attributable to third parties (such as banks and external payment service providers) or to reasons on your side.
- 4.16** The Client consents to the Company retaining and using for its own account the interest earned on Client funds held in bank accounts and accepts that such interest shall represent a revenue of and belong to the Company and shall not be due to the Client, unless the Company decides to allocate the interest (or any part thereof) to the Client. Information on the amount of interest allocation is contained

in the Crypto Table of XTB's Commissions and Fees.

- 4.17** Due to the variability of interest rates on the above-mentioned XTB bank accounts, including bank deposits and the distribution of funds belonging to Clients on various bank accounts, the interest rates of which may vary and change over time (depending on the current conditions offered by the banks), the determination of the average amount of such interest is possible only after the end of a given interest period. Information on the average amount of interest during a given period will be made available on the XTB website every month after the end of the specified interest period. In connection with the collection of interest, keeping of Cash Accounts does not involve additional fees for Clients.
- 4.18** We may also introduce interests on Free Funds held in Clients' Crypto Accounts. If we introduce an interest on the Free Funds in the Clients' Crypto Accounts, information about their current interest rate will be available on the XTB Website. The interest rate will be determined weekly by publishing a table on the XTB Website. You can see the interest rate on Free Funds in Crypto Accounts in previous interest periods on the XTB Website.
- 4.19** The interest rate for the following week will be published by Sunday 12:00 p.m. (CET/CEST). The interest rate thus published will be effective for the following week, i.e. from midnight on the night from Sunday to Monday for seven consecutive days. The interest rate cannot take a negative value. Free Funds in the account at 23:59:59 (CET/CEST) each day are subject to interest.
- 4.20** Interest will be calculated daily according to the formula: ***Free Funds × (Interest rate / 365)***. The result of the calculation will be rounded up to 6 decimal places. Interest on Free Funds will be transferred to the Client by the 5th business day after the end of each month. The sum of the accrued interest in a given month will be rounded up to the second decimal place. The accrued interest will increase the amount of the Client's Free Funds in the Crypto Account.
- 4.21** Free Funds in Crypto Accounts of persons who have concluded a Crypto Agreement with XTB for the first time, for the first 90 days from the date of conclusion of the Crypto Agreement shall bear interest at the preferential rates indicated in the interest rate table published on the website. Preferential interest rates cover Free Funds up to the equivalent of €100 thousand in total on all your accounts. Free Funds above this limit will bear interest at the standard rates.
- 4.22** If you have more than one account, the preferential rate will first cover Free Funds in the accounts opened earlier. The preferential rates are variable and will be changed and published on a weekly basis in accordance with clauses 4.18–4.19 above, respectively.
- 4.23** The Company does not withhold any tax on interest credited to the Client's Crypto Account. The Client is solely responsible for determining, declaring and paying any tax due on such interest on a self-assessment basis in accordance with the laws of the Client's jurisdiction of tax residence.
- 4.24** Your funds shall be deposited in XTB's bank accounts separately from XTB's funds in a manner that prevents XTB from using your funds. The Company is not a Bank, as such CIFs' accounts are not eligible for coverage under the Deposit Guarantee and Resolution of Credit and Other Institutions Scheme (DGS).
- 4.25** Notwithstanding the provisions of the GTC, the Company has the right to deduct from funds paid by the Client or funds kept in the Client's Cash Account any amounts payable to the Company as a result of execution, termination, expiration or settlement of Transactions as well as any other amounts payable pursuant to the GTC or the Crypto Agreement or any other agreement concluded by the Client with the Company.
- 4.26** A subscription of notifications received in the form of SMS messages, e-mails or on mobile devices relating to the Crypto Account, which can be activated by the Client independently in the XTB Application or automatically by the Company, constitutes only an additional service in relation to the Crypto services provided to the Client. Messages received as a part of this service are for information purposes only. Activating the notifier does not relieve the Client from the obligation to monitor the status of the Crypto Account. Failure to receive or receive late notification may not constitute grounds for lodging claims against the Company.
- 4.27** The Client should constantly monitor the Equity on the Client's Crypto Account. Subject to other

provisions of the GTC, in case of any inconsistency between the Crypto Account registers and the actual actions performed on the Client's Crypto Account, especially where the Client's Orders or Instructions are not properly reflected in the registers, the Company shall correct the Crypto Account registers. In such a case the Company shall always strive to notify the Client, unless an obvious error occurred which was corrected by the Company. The foregoing shall, without limitation, apply inter alia to errors caused by breakdowns, functioning disruptions or delays of data communication systems.

- 4.28** The Company will promptly place any Client money it receives into one or more segregated account(s) (denoted as 'client' accounts) with reliable financial institutions chosen by the Company such as a central bank, a credit institution or a bank authorized in a third country or a qualifying money market fund. It is understood that the Client has the right to object to the Client's money being held with a qualifying money market fund.
- 4.29** The Company shall take the measures provided by Applicable Regulations for safeguarding Client funds including without limitation:
- a) maintaining such records and accounts as are necessary to distinguish Clients' assets from its own;
 - b) conducting, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
 - c) keeping Client money segregated from the Company's own money and not using Client money in the course of its own business;
 - d) ensuring that Client money deposited with a financial institution are held in a different account from any accounts used to hold funds of the Company.
- 4.30** The Company has a duty to and shall exercise due skill, care and diligence in the selection of the financial institution where it will hold client funds. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.
- 4.31** The Company shall have a general lien on all Client funds until the full and final satisfaction of the Client's obligations to the Company under this Crypto Agreement.
- 4.32** According to the Applicable Law, if enforcement proceedings are initiated against the Company, the funds entrusted to the Company by the Clients in connection with provision of Crypto services by the Company, as specified in GTC, shall not be attached, and if bankruptcy is announced – they are not included in the Company's bankruptcy estate.
- 4.33** According to Applicable Regulations, the Company shall exercise due skill, care, and diligence in the selection and appointment and periodic review of the financial institution referred to in clause 4.30 and the arrangements for holding of Client money. The Company takes into account the expertise and market reputation of such institutions as well as diversification, with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements or market practices related to holding of Client money that could adversely affect the Client's rights. Diversification requirements will not apply to client money placed with a third party merely for the purpose of executing a Client's Order.

Section 5: Inducements

- 5.1** The Company may pay and/or receive fees/commissions, to and/or by Third-Party Providers and/or third parties, resulting from the conclusion of an agreement between the Company and Third-Party Providers and/or third parties, required for the provisions of services to the Clients and the performance of the obligations of the Company under the Crypto Agreement. Additional information is available on the Company's Website.
- 5.2** Such above mentioned fees/commissions shall not be received by the Company, unless justified by the enhancement of the quality of the services provided to the Clients and provided that they do not impair compliance with the Company's duty to act honestly, fairly and professionally and in the best interests of its Clients.

Section 6: Prices

- 6.1** The Company makes available to Clients bid and ask prices on the XTB Application. The displayed prices are indicative in nature and reflect price feeds received from the Company's Liquidity Providers in accordance with the Crypto Orders' Execution Policy. The Company updates the displayed prices on an ongoing basis as the underlying Liquidity Provider prices change. Prices of Crypto are made available through the Client's Crypto Account.
- 6.2** The Client acknowledges that displayed prices may change between the moment an Order is placed and the moment of its execution. All Crypto Orders are executed on a market execution basis: the execution price shall be based on the best price available from the Liquidity Provider at the time of execution, which may include a markup applied by the Company in accordance with the Crypto Table of XTB's Commissions and Fees, without obtaining additional confirmation from the Client. The price at which the Transaction was actually executed shall be reported to the Client and shall be visible in the Crypto Account.
- 6.3** The Company shall use its best efforts to ensure that transaction prices reflect current market conditions available from the Liquidity Provider at the time of execution. Upon the Client's request, the Company will disclose the identity of the Liquidity Provider whose price feed was used as the basis for a given Transaction.
- 6.4** The Client acknowledges that it may be possible that the prices of Crypto shown on the chart available on the XTB Application do not reflect all market prices at which Client Orders are executed. This results from limits on the quantity of data processed by the XTB Application in a particular unit of time. The risk of occurrence of the above-described situation is higher at times of increased volatility of the Crypto market price or publication of relevant economic data. The Company makes every effort to ensure that the charts reflect as accurately as possible the prices at which Orders are executed. Execution or activation of an Order at a price that is not shown on the chart shall not mean that the Order was executed at an erroneous price.
- 6.5** Prices for Cryptos shall be displayed simultaneously as a bid price and a corresponding ask price. The difference between the bid and the ask price shall constitute the Spread for the particular Crypto.
- 6.6** The decision to select the type of Transaction shall be an autonomous decision of the Client made on the Client's own responsibility and at the Client's sole discretion, unless the Company exercises the rights vested to it in the Crypto Agreement to close the Transaction.
- 6.7** Cryptos are available for trading on a continuous basis, seven days a week. The Company may temporarily suspend trading during scheduled maintenance windows or in circumstances beyond its control. Clients will be notified in advance of planned maintenance where practicable.
- 6.8** A Transaction may be cancelled by the Company where the execution venue (Liquidity Provider) through which the Order was routed cancels or rejects the transaction prior to final settlement, for reasons beyond the Company's control, including technical failures, market suspensions or regulatory action affecting the relevant Crypto. The Company shall notify the Client without undue delay in such event. Any declaration of withdrawal shall be documented and communicated to the Client within two business days. The Company shall bear no responsibility for damages arising from such situations.

Section 7: Electronic Access to the Crypto Account

- 7.1 Crypto services are provided exclusively by the Company. Electronic access to Client's Crypto Account is made available via the Crypto Space within the XTB Application.
- 7.2 A Client may hold more than one Crypto Account with the Company.
- 7.3 The Client accesses the Crypto Account via the Crypto Space directly within the XTB Application, without any additional login or authentication step. The Company does not issue, manage or store any authentication credentials.
- 7.4 The Client shall exercise due diligence in protecting all authentication credentials and security measures used to access the XTB Application. All Orders, Instructions, and Dispositions submitted to the Client's Crypto Account during the Client's authenticated session shall be deemed as submitted directly to the Company by the Client.
- 7.5 In order to access the Crypto Space, the Client is required to use a current and supported version of the XTB Application, operating system, and — when accessing via a web browser — a supported browser version. The Client shall install updates to the XTB Application without undue delay after they are released. If the Client fails to meet the above requirements, access to the Crypto Space may be limited or unavailable, and the Company may not be able to ensure full functionality or the optimal level of security. In such circumstances, the Client assumes the risks arising from the use of an unsupported or outdated technical environment, and the Company shall not be liable for any resulting damage or reduction in security, to the extent permitted under Applicable Law.
- 7.6 The Company reserves the right to withdraw support and/or completely disable older versions of the XTB Application, operating systems, and web browsers, in particular for security or technological reasons, or due to the discontinuation of support by their manufacturer.
- 7.7 The availability of XTB Application updates through providers such as App Store or Google Play depends on the version of the operating system installed on the Client's device. If the Client is using an operating system that is no longer supported by its provider, the latest version of the XTB Application may not be available.
- 7.8 The Client uses a single set of authentication credentials for the entire XTB Application, including the Crypto Space. These credentials and the related authentication settings are managed jointly for services available within the XTB Application. The Client acknowledges that disclosure of the authentication credentials to any third party may constitute a serious threat to the security of funds and Crypto held in the Client's Crypto Accounts. The Client shall be fully responsible for any Orders, Instructions, or Dispositions placed on the Client's Crypto Account during the Client's authenticated session, regardless of who actually placed them.
- 7.9 If there is a reasonable suspicion that the Crypto Account has been accessed by an unauthorized third party, the Client should immediately contact the Company's customer service.
- 7.10 By accepting the Crypto Agreement, the Client grants the Company indefinite (limited by the term of the Crypto Agreement) authorization to execute or accept and transfer Orders and Instructions submitted by the Client in accordance with this Crypto Agreement via the XTB Application on behalf of the Client.
- 7.11 The Client shall indemnify the Company for any losses incurred as a result of executing Instructions on the Client's Crypto Account during the Client's authenticated session, regardless of who actually placed such Orders. The Company shall not be liable for any consequences arising from unauthorized access to the Client's authenticated session, including Orders or Instructions placed by a third party.
- 7.12 For reasons of trading safety, the Company reserves the right to temporarily disconnect any of the Client's Crypto Accounts if the Client substantially burdens the trading infrastructure by generating a significant number of requests to the Company's trading systems. Before disconnecting the Client's Crypto Account, the Company shall make reasonable efforts to contact the Client via telephone or e-mail to inform the Client of the situation and of the risk of temporary disconnection.

7.13 The Company is entitled to:

- a) suspend acceptance of Orders or other Dispositions via the XTB Application for important reasons, in particular in the event of a threat to the security or confidentiality of trading;
- b) temporarily suspend access, limit or change the scope of services available on the XTB Application in the event of a technical failure of the XTB Application;
- c) suspend acceptance of Orders or other Dispositions via the XTB Application in the event of a breach by the Client of the provisions of the Crypto Agreement or of Applicable Law;
- d) cease, with immediate effect, providing the Client with access to information distributed via the XTB Application, in particular at the request of a competent regulatory authority or data distributor, if the data is used in a manner inconsistent with its intended purpose, or if the Client has not concluded any Transactions on Crypto for a period exceeding twelve (12) months and the Equity on the Crypto Account for that period is zero.

7.14 The Company shall not be liable for any effects of:

- a) execution of an Order or Instructions, if such execution has been carried out in accordance with the Instructions submitted via the XTB Application;
- b) non-execution or improper execution of an Order or Instructions as a result of any circumstances for which the Company is not responsible (in particular caused by errors resulting from defective connection, no connection, or temporary lack of access to the XTB Application, for which the Company is not responsible);
- c) refusal or inability to execute a Disposition where such refusal or inability results from circumstances for which the Company is not liable, in particular for reasons attributable to Force Majeure or circumstances referred to in clause 7.13;
- d) suspension, errors, or delays in access to data distributed via the XTB Application, if such errors, interruptions, or suspensions arise from circumstances for which the Company is not responsible

Section 8: Crypto Trading

General Provisions

8.1 The Company provides the following services related to Crypto on the Crypto Account and on the Client's behalf:

- a) receiving and transmitting Orders related to Crypto to Liquidity Providers for execution;
- b) ensuring the storage and administration of Crypto.

Unless otherwise specified, the remaining provisions of the General Terms and Conditions apply to Crypto accordingly.

8.2 The Company receives and transmits Orders to buy or sell Crypto on the Crypto Account for execution, in accordance with the Instructions provided by the Client via the XTB Application.

8.3 The Company offers trading in Crypto in a closed-loop model. This means that it is not possible to transfer Crypto from the Client's Crypto Account to another account, external wallet or vice versa.

8.4 The Company transmits the Client's Orders for Crypto to a selected Liquidity Provider for execution.

8.5 The Company may specify:

- a) the specific Crypto that it will offer;
- b) specific conditions for the execution of individual Orders and Instructions, in particular large volume Orders;
- c) the minimum and maximum transaction size for individual Crypto.

8.6 The Company is not liable for any tax obligations arising from the Client's transactions in Crypto. The Client is solely responsible for determining, calculating and paying any applicable taxes on a self-assessment basis in accordance with the laws of the Client's jurisdiction.

8.7 The Company may suspend the provision of services relating to specific Crypto in whole or in part with immediate effect in cases where it is unable to provide services for reasons beyond its control, including Force Majeure. The suspension shall continue for as long as the obstacle persists. If the obstacle is permanent, the Company's obligation to provide the service expires. The suspension or discontinuation of the service may also occur if:

- a) the agreement with a Third-Party Provider is terminated; or
- b) the relevant Crypto ceases to be supported by the Liquidity Provider; or
- c) the Company decides to discontinue support for the relevant Crypto.

In the above cases, the Company will notify the Client in advance of the suspension period or the date of termination of the service, taking into account the provisions of the terminated agreement with the relevant Third-Party Provider. If the Client does not sell the Crypto within the notified period, clause 8.8 shall apply accordingly.

8.8 In the event that the Company decides to discontinue support for a given Crypto, the Company may call upon the Client to close any Open Position in that Crypto within a prescribed time limit of no less than 7 days. Where the Client, despite such a request, fails to close the Open Position within the prescribed time limit, the Company may close the Client's Open Position in the relevant Crypto without the Client's consent.

Order Placement and Execution

8.9 The Company transmits the Client's Orders for execution in accordance with the Crypto Orders' Execution Policy. By concluding the Crypto Agreement regarding Crypto, the Client declares familiarity with and acceptance of the Crypto Orders' Execution Policy.

8.10 A Transaction may be executed by the Client by placing a valid Order electronically via the Crypto Account. Crypto is available for trading on a continuous basis, seven days a week, subject to any temporary suspension notified in accordance with clause 8.7 or Section 6.

- 8.11** In order to be valid, a Transaction Order shall include the following elements:
- a) the Client's identification details (first and last name, or legal entity name) and Crypto Account number;
 - b) date and time of placement;
 - c) type of Crypto covered by the Order;
 - d) the number or value of Crypto;
 - e) specification of the subject of the Order (purchase or sale of Crypto).
- 8.12** In the Crypto Condition Tables, the Company may set maximum and minimum values, volumes or sizes of Orders, Instructions or Transactions. The Company shall cancel, declare invalid or not accept any Orders or Instructions that exceed or would lead to exceeding the values, volumes or sizes specified therein. The Client's Order may additionally be rejected and cancelled if the nominal value of the Order exceeds the maximum Order size specified in the Crypto Condition Tables, or if the opening of the Transaction would cause the Maximum Crypto Holdings Limit to be exceeded.
- 8.13** The Company may refuse to execute an Order in the following cases:
- a) a Third-Party Provider imposes restrictions in accordance with Applicable Regulations;
 - b) the Crypto Account is blocked;
 - c) Crypto have been blocked under other agreements concluded by the Client;
 - d) the Company does not operate in a given market or in relation to a given Crypto;
 - e) the Order for a given Crypto will not be accepted by a Liquidity Provider;
 - f) the execution of the Order would involve a violation of Applicable Regulations;
 - g) a Force Majeure Event takes place;
 - h) the level of Free Funds is not sufficient to execute the Order.

In the cases listed above (except Force Majeure), the Client will receive immediate notification from the Company.

- 8.14** When placing an Order, the Client must have sufficient funds in the Crypto Account. This amount should cover the value of the Order and any commissions and fees related to the Transaction. An Order to sell Crypto may only be placed in relation to Crypto that are available for trade. Before executing an Order, the Company checks whether the Client has sufficient funds or assets. If the Client does not have full coverage for the Order, the Company may not execute and may cancel the Order in whole or in part.
- 8.15** When executing the Client's Orders, the Company shall use its best efforts to ensure that Orders are executed immediately after they are placed. Until the execution of an Order, the Client may modify or cancel it. The Company shall endeavour to execute such an Instruction, however, the Client cannot claim that the Company failed to modify or cancel an Order if the Instruction was given at a time when the Company had already commenced execution. The Company may execute an Instruction to cancel or modify an Order only if it has not yet been executed. If the Order has been partially executed, the Instruction may only be executed in relation to the unexecuted part.
- 8.16** An Order shall be effective upon its acceptance by the Company. The Company shall not be liable for any losses, lost profits or costs incurred by the Client in connection with Orders placed via the Crypto Account:
- a) which were not received and therefore were not accepted by the Company;
 - b) where the Company's acceptance was delayed for reasons beyond the Company's control.
- 8.17** A position shall be opened by placing a Transaction Order containing all necessary parameters and upon its acceptance by the Company. The opening of a position shall create property rights and obligations related to a purchase or sale of Crypto.
- 8.18** A Closing Position determines the rights or obligations arising from a previously Open Position. The result of Closing a Position shall be settled on the day of closing. The financial result shall be converted into the Crypto Account Currency at the Currency Exchange Rate at the moment of the Transaction.
- 8.19** The Company makes the appropriate entries in the Crypto Account. All Transactions in Crypto are settled in accordance with the Applicable Regulations and the customs of the relevant Liquidity Provider. If an

Order is executed on terms more favourable than those specified in the Order, the surplus shall be credited to the Crypto Account.

- 8.20** When the Client purchases Crypto, the Company debits the Crypto Account with an amount corresponding to the Client's obligations under the Transaction, expressed in the Crypto Account Currency and calculated using the Currency Exchange Rate. This does not occur until confirmation of the Transaction is received. Due to price slippage at the moment of execution, the amount debited may differ from the amount displayed at the time the Order was placed and may result in negative Free Funds on the Crypto Account.
- 8.21** If the Client orders the sale of Crypto, the Company blocks them in the Crypto Account. Upon the sale, the Company credits the Crypto Account with an amount equal to the proceeds of the Transaction, less applicable fees, commissions and payments, expressed in the Crypto Account Currency and calculated according to the Currency Exchange Rate. This does not occur until confirmation of the Transaction is received.
- 8.22** Unless otherwise specified in the General Terms and Conditions, Open Positions are closed in accordance with the FIFO (first in, first out) rule. This means that Open Positions are closed in the order in which they were opened, starting with the earliest.
- 8.23** The Company may suspend the acceptance of Orders from the Client for a period during which its access to a given market is suspended or when the Liquidity Provider suspends the acceptance of orders for reasons beyond the Company's control. The Company may also impose temporary restrictions on the acceptance of Instructions if necessary for technical maintenance of the IT infrastructure used to accept or record Instructions. The Company shall not be liable for any damage resulting from such suspension, unless it results from circumstances for which the Company is liable under Applicable Law.
- 8.24** An Order is invalid if:
- a) it is considered invalid or should be invalid under Applicable Regulations;
 - b) it has been rejected or refused by the Liquidity Provider;
 - c) it is incompatible with the terms and conditions for accepting orders at the Liquidity Provider and cannot be submitted for execution.

Additional Rights Arising from The Ownership of Crypto

- 8.25** The Client understands and accepts that in most cases the Company will not be able to enable the exercise of rights arising from the ownership of Crypto, including but not limited to:
- a) obtaining additional income through:
 - a. rewards for participating in the Proof of Stake consensus mechanism (so-called staking),
 - b. rewards for participating in and supporting DeFi (so-called yield/liquidity farming),
 - c. rewards for holders of a given Crypto (so-called revenue sharing),
 - d. Airdrops,
 - e. receiving a Crypto created as a result of a Fork,
 - f. draws, competitions,
 - g. loyalty programmes and discounts,
 - h. access to platforms, programmes, courses, training, tools, functions, discussion groups and cashbacks reserved for holders of Crypto,
 - b) active support for Crypto projects through:
 - a. being a delegate, leader or member of a project or community council,
 - b. participation in voting,
 - c. right of first refusal,
 - d. ICO (Initial Coin Offering),
 - e. launchpool,
 - f. launchpad,
 - g. IDO (Initial Dex Offering).

- 8.26** By entering into the Crypto Agreement concerning Crypto, the Client waives all rights arising from the ownership of Crypto referred to in clause 8.25 and declares that the Client will not exercise, assert or enforce any such rights, entitlements or claims. Express consent to this provision is a prerequisite for concluding the Crypto Agreement concerning Crypto. The Company will not seek to exercise rights related to Clients' Crypto for its own benefit. However, please note that some rights may operate passively and independently of any action by the Company, and the Company will not take action to obtain the benefits of those rights.
- 8.27** The Company may decide to allow the Client to exercise one or more of the rights referred to in clause 8.25, as well as to support an Airdrop, Fork or similar initiative. The Company will inform the Client of each such event via electronic means of communication or on the Website. The announcement will specify the detailed conditions, scope of available functions, manner of availability, and any additional fees or commissions. In the case of announcements concerning Airdrops, Forks or similar initiatives, the announcement may additionally contain distribution rules, method of exchange (if applicable), Client eligibility criteria and information on operating costs and network fees.
- 8.28** As a rule, the Company does not support or distribute Crypto awarded as a result of an Airdrop, Fork or similar initiatives. Lack of communication in this regard means that the Company will not support the event in question and is not liable for any damage, loss or lost profits associated with it. The decision to support a given Airdrop, Fork or similar initiative is made based on a number of criteria, including:
- a) the nominal value of the allocation per individual Client exceeds the equivalent of 10 USD, calculated as: total nominal value of the allocation divided by the number of eligible Clients;
 - b) an in-depth security analysis related to interaction with the new Crypto;
 - c) an assessment of the market liquidity of the Crypto in question;
 - d) an analysis of the technology used;
 - e) the availability and level of support from the Company's suppliers;
 - f) an assessment of the complexity and technical feasibility of the distribution process;
 - g) verification of compliance with Applicable Laws.
- 8.29** If the Company decides to support an Airdrop, Fork or similar initiative, it will transfer funds or Crypto to Clients minus a fee to cover the Company's remuneration and associated costs (including operating, transaction and network costs, and costs related to ensuring the security and compliance of the process). The handling may be carried out by:
- a) enabling trading for the relevant Crypto and distributing the received Crypto among eligible Clients; or
 - b) transferring to the Client the equivalent value of the received Crypto in Bitcoin; or
 - c) transferring to the Client the equivalent value of the received Crypto in USD.

If the Client's Crypto Account is denominated in a currency other than USD and option (c) applies, funds will be converted into the Crypto Account Currency. The conversion may incur an additional fee in accordance with the Crypto Table of XTB's Commissions and Fees. The Client is responsible for calculating and paying any resulting tax on a self-assessment basis.

- 8.30** In order for the Client to be eligible for an Airdrop, Fork or similar initiative that the Company has decided to support, the Client's Crypto Account must be open and not blocked on the date of the Company's distribution. If the Crypto Account is closed or blocked on that date, the Crypto or cash funds to which the Client is entitled will be transferred to the Company. The Company will not credit the Client's Crypto Account with any Crypto or funds received as a result of an Airdrop, Fork or similar initiative if the amount attributable to the Client is too small to be processed and credited.

Custody of Crypto

- 8.31** When providing Crypto custody services on the Client's behalf, the Company will make every effort to protect the Client's Crypto in accordance with best market practices and Applicable Regulations. The

Company may entrust the storage of Crypto or parts thereof to a Third-Party Provider. In such cases, the Company exercises due diligence in selecting, appointing and supervising that Third-Party Provider, and only uses the services of regulated entities licensed to store and administer Crypto on behalf of clients. The costs and fees for storing Crypto are specified in the Crypto Table of XTB's Commissions and Fees.

- 8.32 The Company has developed and implemented a Crypto Custody Policy setting out the rules for ensuring the security and control of the Client's Crypto, as well as the rules for accessing them. The Crypto Custody Policy is available to the Client upon request.
- 8.33 The Company may store the Client's Crypto in a number of ways, including in cryptocurrency wallets disconnected from the internet (cold wallets) or in cryptocurrency wallets connected to the internet (hot wallets). In order to ensure continuity of operations, the Company may transfer Crypto between hot and cold wallets, with particular regard to the Crypto Custody Policy.
- 8.34 The Client's Crypto are stored together with the Crypto of other Clients in a collective wallet and are operationally separated from the Company's own assets, while remaining the Client's property. This means that the Client's Crypto will not be used for the Company's purposes and are not exposed to claims by the Company's creditors, in particular in the event of the Company's insolvency. Crypto are not covered by any compensation scheme.
- 8.35 The Client agrees that all forms of the same Crypto may be treated as fungible and equivalent.
- 8.36 As the Company has no decisive influence on the distributed ledger protocols for a given Crypto, it is possible that they will be subject to sudden and unforeseen changes in their operation. The Company will provide the Client with any information about Crypto operations that require the Client's response as soon as possible. In the event of such changes, the Company reserves the right to take the necessary steps to secure the Client's Crypto, including temporarily suspending operations on a given Crypto or refusing to support a new Fork. The Company is under no obligation to support new Forks. The Client understands and accepts the risks associated with changes to distributed ledger protocols relating to the Client's Crypto, and agrees that the Company is not liable for them or for any loss of value associated with these changes.
- 8.37 The Company is liable for the loss of Crypto or means of access to Crypto as a result of an incident attributable to the Company. The Company's liability is limited to the market value of the lost Crypto at the time of the loss.
- 8.38 The Company is not liable for incidents that occurred independently of the provision of the relevant service and incidents over which the Company had no control, including:
 - a) changes to the distributed ledger protocol relating to the Client's Crypto;
 - b) malfunctioning of the distributed ledger protocols relating to the Client's Crypto.

Risks and Wind-Down

- 8.39 The Client acknowledges and accepts the risks associated with trading Crypto, including market volatility and the risk of total loss of funds.
- 8.40 The Company maintains internal procedures and, where applicable, a Wind-Down Plan to enable the orderly return of the equivalent value of Crypto in the Client's Crypto Account Currency in the event of insolvency. The Company does not guarantee the full recovery of Crypto in situations beyond its control, such as security breaches involving third parties or systemic market events.

Section 9: Conflicts of Interest

- 9.1** The Company's departments which may be affected by the conflict of interests are separated from departments directly cooperating with Clients through the use of so called "Chinese walls" so as to assure the autonomy of the departments which offer the Company's Crypto and which evaluate the adequacy of the products for the Clients.
- 9.2** The Crypto Trading Department does not have direct contact with clients. The Company's organizational structure ensures the limitation of dependency between departments having direct contact with Clients and departments which undertake activities which cause potential conflict of interests.
- 9.3** The Crypto Trading Department shall not provide investment advice or personal recommendations to Clients regarding the acquisition or disposal of Crypto.
- 9.4** The Crypto Trading Department shall ensure that Crypto prices presented to Clients and the Order execution process reflect fair market conditions and strictly comply with the Company's Crypto Orders' Execution Policy and Best Execution obligations.
- 9.5** The Company's employees are not allowed to accept any gifts in the form of benefits in cash or benefits in kind from the Clients, potential Clients or from third parties.
- 9.6** Detailed information on the basic rules of conduct of the Company in the event of a conflict of interests are available on the Company's Website, in the Crypto Conflict of Interest Policy of the Company. The Client hereby consents to receive this information via the Company's Website. At the Client's request, the Company will provide the Client with additional information on the policy of preventing conflicts of interest on a durable medium of information.
- 9.7** In case when a conflict of interest arises after the conclusion of the Crypto Agreement, the Client consents to and authorizes the Company to deal with the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any interest in a Transaction, without prior reference to the Client. In the event that the Company is unable to deal with a conflict of interest situation it shall revert to the Client.

Section 10: Independence

- 10.1** The Instruction or the Order shall constitute an independent decision of the Client, which shall be made at the Client's own discretion and the Client's own responsibility unless otherwise stipulated in the Crypto Agreement.
- 10.2** Unless the liability arises from generally Applicable Law or unless otherwise stipulated in the Crypto Agreement, the Company shall not be responsible for the consequences of Client's decisions, including the Dispositions and/or the Orders placed by the Client in a situation where the Client makes a decision upon commentary, suggestion, recommendation or information received from the Company, an employee of the Company, or a person acting on behalf or in the name of the Company.
- 10.3** It is hereby clarified that the Company will not advise the Client about the merits of a particular Transaction or give the Client any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice.
- 10.4** The Company will not be under any duty to provide the Client with any legal, tax, investment or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

Section 11: Reports and Correspondence

- 11.1** The Company shall provide the Client on an ongoing basis via the Crypto Account with access to such information necessary to determine:
- a) the Free Funds;
 - b) the current list of open and closed Transactions on Crypto;
 - c) value of Crypto;
 - d) parameters of submitted Orders.
- 11.2** Immediately after executing the Transaction or placing the Transaction Order by the Client on the relevant Crypto Account an appropriate confirmation of the executed Transaction shall be generated, which shall be displayed in real time on the relevant Crypto Account and archived for evidence purposes by the Company.
- 11.3** For the purposes of tax and/or subject to Applicable Law the Company may provide Client with additional reports and confirmations.
- 11.4** The Company provides the Client on a durable medium, for example via e-mail, with detailed information regarding the execution of the Order at the Client's request.
- 11.5** The Company provides the Client on a quarterly basis on a durable medium (for example by e-mail), with a statement of the Client's Crypto and/or Client's funds held by the Company under the terms of the Crypto Agreement. The client may download from the XTB Application at any time the relevant statement.
- 11.6** At least once a year, the Company provides the Client on a durable medium (for example by e-mail), information on costs and fees incurred by the Client in connection with the services that may be provided by the Company to the Client.
- 11.7** Subject to the provisions of clause 11.11, the Company may prepare a statement showing Transactions registered on the Client's Crypto Account for any period in electronic form.
- 11.8** The Client shall exercise due diligence by constantly monitoring the conditions of Transactions recorded in the Crypto Account and shall immediately notify the Company about any inconsistencies that come to the Client's attention.
- 11.9** Subject to the provisions of Section 11, the Company shall correspond with the Client by ordinary mail, electronic mail, internal electronic mail in the XTB Application or by other means of electronic communication. Correspondence with the Client includes also providing the Client with information related to the Crypto services provided to it by the Company.
- 11.10** Parties hereby agree that any declarations of will or statements related to performance of trading in Crypto or other activities performed by the Company may be submitted by the parties in electronic form. The information regarding the Crypto service provided to the Client shall be provided immediately, unless GTC or the Crypto Agreement stipulate otherwise. If the commonly governing law so requires, the information shall be provided to the Client on a durable carrier.
- 11.11** Notwithstanding aforementioned provisions, at the Client's request, the Company provides the Client with documents and information related to the Crypto services provided to the Client by the Company and/or periodical reports and/or confirmations related to Company services, including but not limited to, confirmations related to Client's orders and funds kept for the Client, in electronic form. The Client must send the relevant request to the Company at email address: cs@xtb.com.
- 11.12** In the situations specified in the GTC as well as in other cases, when the Company deems it necessary, the Company shall correspond by registered mail or courier services. The Clients shall be obliged to acquaint themselves with the correspondence received or deemed to be received by them from the Company.
- 11.13** Any correspondence sent to the Client by the Company, shall be deemed received by the Client:

- a) in the case of registered mail – upon its delivery;
- b) in the case of electronic mail – after 1 (one) day from the date and time of sending;
- c) in the case of an internal electronic mail in the XTB Application – after 1 (one) day from the date and time of sending;
- d) in the case of a courier service – upon delivery.

11.14 The Company will, depending on the nature of the Transaction and on whether it should be reported under Applicable Regulations, report a Transaction to the competent authority as provided by Applicable Regulations as quickly as possible and no later than the close of the following business day.

Section 12: Force Majeure

- 12.1** Force Majeure shall mean a situation in which, due to events being beyond the Company's control, the functioning of the Company or the Client's Crypto Account in accordance with the Regulations is not possible.
- 12.2** A Force Majeure Event shall include without limitation each of the following:
- a) riots, strikes, power outages, fire, lack of communication, armed conflicts, the outbreak of war or hostilities, the threat of war, national emergency, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;
 - b) situations related with the occurrence of terrorist attacks;
 - c) destruction of the Company's Offices or circumstances which disable the capability of the Company's operational activity;
 - d) breakdown of IT systems, for which the Company does not bear responsibility;
 - e) breakdown of computer devices, disabling the proper functioning of IT systems, for which the Company does not bear responsibility;
 - f) lack of Internet connection, due to the breakdown of the internet provider or connectivity overload;
 - g) breakdown of telecommunication systems, for which the Company does not bear responsibility;
 - h) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;
 - i) Labour disputes and lock-out;
 - j) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory or supranational body or authority;
 - k) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.
- 12.3** If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Crypto Agreement) the Company may without prior notice and at any time take any or all of the following steps:
- a) Suspend or modify the application of any or all terms of the Crypto Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
 - b) Take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;
 - c) Omit to take all such other actions as the Company deems to be reasonably inappropriate in the circumstances with regard to the position of the Company, the Client and other clients;
 - d) Cease providing access to the Crypto Account in case of malfunction for maintenance or to avoid damage;
 - e) Close out Client Open Positions so as not to expose the Client to risk;
 - f) Refuse to accept Orders from Clients;
 - g) Close out any or all Client Open Positions at such prices as the Company considers in good faith to be appropriate;
 - h) increase Spreads.
- 12.4** In the event of Force Majeure Event, the Company shall not be liable or have any responsibility towards the Client for any type of loss or damage arising out of any failure, impediments, interruption, or delay in performing its obligations under this Crypto Agreement.

Section 13: Commissions, Fees and Inducements

- 13.1 The Company has the right to charge commissions and fees for the services provided to the Client. Detailed information about commissions and fees shall be specified in the Crypto Condition Tables.
- 13.2 It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with the Client's trading activity with the Company hereunder.
- 13.3 The Client undertakes to pay all stamp expenses relating to this Crypto Agreement and any documentation which may be required for the carrying out of the transactions under this Crypto Agreement.
- 13.4 Should the Company pay or receive any fees, costs or inducements for the introduction of the Client or associated with trading in the Company's products or services, it shall notify the Client according to Applicable Regulations. In such a case only, the Company will inform, at least once a year, its clients on an individual basis about the actual amount of payments received.
- 13.5 The Client will also be informed of the applicable prices, charges and any terms and conditions. This does not affect the commitment of the Company to offer the same level and quality of service to all Clients.
- 13.6 The Company will also provide its clients on an annual basis with information of the exact amount of the payment paid on an ex-post basis. Such a fee is designed to enhance the quality of the service offered to the Client.

Section 14: Liability and Erroneous Prices

General Liability

- 14.1** The Company shall not be liable for any losses or damages suffered by the Client arising from: (a) the execution of the Client's Disposition; (b) loss of earnings and/or profits caused by interruptions or delays in the transmission of data due to reasons beyond the Company's control; or (c) the Client's inability to place a Transaction Order, submit an Instruction/Disposition or obtain information regarding the Crypto Accounts due to technical disruptions outside the Company's direct control, including failures of third-party networks, devices or software used by the Client to access the XTB Application.

Erroneous Price

- 14.2** If the Client believes that a Transaction was executed at a materially incorrect price, the Client may submit a complaint in accordance with Section 16.
- 14.3** The Company shall review the matter on the basis of prices available at the relevant Liquidity Provider(s) at the time of execution of the Transaction.
- 14.4** Where an error is confirmed and is attributable to circumstances within the Company's control, the Company shall apply the corrected price and adjust the Client's Equity accordingly. The Company's liability shall be limited to the direct loss suffered by the Client as a result of the erroneous execution, as determined by reference to the price available at the relevant Liquidity Provider(s) at the time of the Transaction. The Company shall not be liable for any indirect, consequential or other losses beyond the direct price difference.

Liability Cap and Exclusions

- 14.5** The Company shall not be liable towards the Client for any damage caused by an erroneous price if the error was caused by circumstances for which the Company shall not be liable on the basis of generally Applicable Law and/or being beyond the Company's control, as well as in the case in which the Client knew about the erroneous price and/or could have learnt about it easily.
- 14.6** No provision of the GTC shall limit the liability of the Company towards the Clients for damages caused by the Company's willful misconduct or fraud. The Company accepts liability exclusively for damage resulting from breach by the Company of the governing laws, provisions of the Crypto Agreement or GTC, as well as acting in bad faith or failure to exercise due diligence in providing Crypto services.
- 14.7** The circumstances in which the Company shall not be liable to the Client for any damage and/or loss include, but are not limited to:
- a) third parties' acts, errors or omissions, for which the Company does not bear responsibility, in particular data errors originating from Liquidity Providers on the basis of which the Company determines the Crypto Prices;
 - b) Force Majeure Events;
 - c) The Company shall not be liable for any consequences arising from a third party obtaining the Client's authentication credentials prior to the Client reporting such occurrence to the Company, including any Instructions or Dispositions submitted during the Client's authenticated session. The Client shall be fully responsible and liable for any Instructions placed during the Client's authenticated session regardless of who actually placed them.
- 14.8** For the Company's rights to terminate the Crypto Agreement or close Crypto Accounts, including in cases of Client's failure to perform obligations, breach of GTC or abusive trading practices, see Section 18 (in particular clause 18.18).

Section 15: Currency Exchange

- 15.1** The Company provides Currency Exchange services on the Client's behalf and for the Crypto Account. Currency Exchange is available for:
- a) transfer of funds between the Client's Crypto Accounts denominated in different Crypto Account Currencies; and
 - b) conversion of funds in connection with the execution of an Order to buy or sell Crypto in a currency other than the Crypto Account Currency.
- 15.2** Currency Exchange is concluded at the current Currency Exchange Rate. The costs and fees related to the Currency Exchange services are specified in the Crypto Table of XTB's Commissions and Fees.
- 15.3** Currency Exchange takes place on the basis of the Client's Disposition. Until the Company executes the Disposition, the Client may cancel or modify it.
- 15.4** The Company shall use its best efforts to execute and settle the Client's Currency Exchange Dispositions immediately after they are placed.
- 15.5** If the Client believes that a Currency Exchange was performed on the basis of an incorrect Currency Exchange Rate, the Client may submit a complaint in accordance with Section 16 of the GTC. Where an error is confirmed, the Company shall correct the Currency Exchange Rate and adjust the Free Funds and other registers in the relevant Crypto Accounts accordingly.
- 15.6** The Company shall not be liable for any effects of:
- a) execution of a Disposition, if such execution is carried out in accordance with the Instruction;
 - b) non-execution or improper execution of a Disposition as a result of any circumstances for which the Company is not responsible, in particular caused by errors resulting from defective connection, no connection or temporary lack of access to the XTB Application;
 - c) refusal or inability to execute a Disposition where such refusal or inability results from circumstances for which the Company is not liable, in particular for reasons attributable to Force Majeure;
 - d) suspension, errors or delays in access to data distributed via the XTB Application, if such errors, interruptions or suspensions arise from circumstances for which the Company is not responsible.
- 15.7** In the event that the Client uses the Currency Exchange service in a manner inconsistent with the principles set out in the GTC, the Company shall have the right to suspend or withdraw the Client's access to this service.

Section 16: Client Complaints

- 16.1** Complaints related to the services provided by the Company can be submitted by the Client to the Company's Compliance Department, which is authorized to handle and investigate complaints, in accordance with Article 71 of Regulation (EU) 2023/1114 (MiCA), as specified below:
- a) By sending by post or delivering in person a completed complaints form at the following address: XTB Limited, Pikioni 10, Building: Highsight Rentals Ltd, 3075, Limassol, Cyprus;
 - b) By submitting the Complaints Form electronically via email to compliance.cy@xtb.com.
- 16.2** Any forms and contact data concerning filing complaints are indicated in the Complaints Procedure for Clients, provided on the Company's Website.
- 16.3** The complaint shall contain:
- a) all relevant information enabling the Company to identify the Client, consistent with the information submitted to the Company at the conclusion of the Crypto Agreement or as later amended;
 - b) brief description of the problem;
 - c) time of occurrence of the problem which the complaint concerns;
 - d) the Crypto Account number;
 - e) a precise request;
 - f) a number of the Order or the Transaction the complaint concerns, if applicable.
- 16.4** If the content of the complaint is not clear or sufficiently precise, or there is doubt as to what exactly the complaint relates to, the Company shall have the right to ask the Client to submit further information or make clarifications. The Client acknowledges and accepts that if a complaint is not sufficiently clear or any information requested is not provided, the complaint may on such basis be rejected by the Company.
- 16.5** Lack of any of the items listed in clause 16.3 results in an interruption of the period for reply to the Client's complaint until the complaint is completed with the missing items. After the complaint is completed, the period for the reply restarts from the point of interruption.
- 16.6** The Company will confirm receipt of the complaint within five business days of its receipt, providing the Client with a unique reference number for the complaint. The Company shall immediately investigate the situation that caused the complaint and consider the Client's complaint not later than 30 days from the date of filing the complaint.
- 16.7** The Company will respond to a complaint in writing or on a durable medium of information or, if requested by the Client, only in electronic form. If the complaint, due to its particular complexity, cannot be responded to within the period referred to in clause 16.6, the Company shall provide the complaining Client with further information including:
- a) explanations of the reasons for the delay;
 - b) indication of circumstances that have to be established for consideration of the complaint;
 - c) expected date of consideration of and response to the complaint, which shall not exceed 60 days from the receipt of the complaint.
- 16.8** The Client can file a complaint through a duly authorized representative, in accordance with the applicable provisions of the GTC and Applicable Law.
- 16.9** The Client acknowledges that filing a complaint immediately after what the Client deems as irregularities are revealed will enable the quicker consideration of the complaint by the Company, unless this situation is not relevant to the procedure of considering the complaint.
- 16.10** The Client has the right to appeal against a decision of the Company concerning a complaint. The rules in the GTC applicable to Client's complaints also apply to the appeal procedure. If the Client's appeal is rejected by the Company, the Company will not consider any further appeals from the Client concerning the same matter unless additional new circumstances have appeared which could lead to a change of

the decision.

- 16.11** It is noted that where the Client is a natural person, the Client may have the right to file a complaint to the Financial Ombudsman of Cyprus as provided by Applicable Laws. In addition, the Client may have the right to refer a complaint to an alternative dispute resolution (ADR) body or competent authority in the Client's country of residence, in accordance with applicable EU law.
- 16.12** Notwithstanding the provisions of the GTC, the Client has the right to bring an action before the competent court. This applies also to situations when the Client is not satisfied with the decision of the Company to the claim submitted. The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

Section 17: Authorizations

- 17.1** In the event of the Client's death, the Crypto Agreement expires upon receipt by the Company of reliable confirmation of the Client's death. The Company will block the Crypto Account from the moment such confirmation is received, pending completion of the succession procedure. The Company will accept official legal documents submitted by the Client's lawful heirs confirming their identity and entitlement to the assets held in the Crypto Account, including documents required under Applicable Law and the Company's AML/KYC procedures. Upon receipt of complete and satisfactory documentation, the Company will process the closure of the Crypto Account and transfer of any available funds to the bank account specified by the heirs, in accordance with clause 17.4 and the account termination procedure set out in Section 18.
- 17.2** Where the Client is a legal entity and loses its legal personality — including as a result of dissolution, liquidation, bankruptcy or merger — the Crypto Agreement terminates upon receipt by the Company of reliable confirmation of such event. The Company will block the Crypto Account from that moment, pending completion of the applicable legal procedure. The Company will accept official legal documents confirming the identity and authority of the person or body legally empowered to act on behalf of the former entity, including documents required under Applicable Law and the Company's AML/KYC procedures. Upon receipt of complete and satisfactory documentation, the Company will process the closure of the Crypto Account and transfer of any available funds in accordance with clause 17.4, the account termination procedure set out in Section 18 and the applicable legal procedure.
- 17.3** The Company reserves the right to request any additional documentation it reasonably considers necessary to verify the entitlement and identity of the person requesting access to or closure of the Crypto Account, including documentation required under applicable anti-money laundering regulations. The Crypto Account will remain blocked pending receipt of complete and satisfactory documentation. The Company shall not be liable for any delay in processing resulting from incomplete, unsatisfactory or late submission of required documentation.
- 17.4** Where Crypto is held in the Crypto Account at the time of the Client's death or loss of legal personality, the Company will sell such Crypto at the market price within two business days of receiving reliable confirmation of the Client's death or loss of legal personality. The proceeds of the sale will be held in the Crypto Account pending receipt of the documentation referred to in clause 17.1 or 17.2. No transfer of Crypto in kind is available, consistent with the closed-loop model described in clause 8.3.

Section 18: Final Provisions

- 18.1** By accepting the GTC, the Client agrees and acknowledges that the Company shall have the right and/or is obliged to record all conversations and communications between the Client and the Company conducted by telephone or any other means of communication, in particular the correspondence in the electronic form, and the right to use such recordings and records as evidence in any disputes between the parties. The Client accepts such recordings as conclusive evidence of the Orders/Instructions or conversations so recorded.
- 18.2** The personal information we hold in the form of a recorded communication, by telephone, electronically, in person or otherwise, will be held in line with local regulatory requirements and should be provided to the client upon the Client's request.
- 18.3** The Company collects and stores the Client's personal data in accordance with Applicable Law, in particular with the applicable personal data protection and anti-money laundering regulations.
- 18.4** The Client confirms that the Client was informed that the Company can rely on the Client's personal data and can store and process it inter alia for the purposes of performance of the Crypto Agreement, including but not limited to the maintenance of relations with the Client, maintenance of the Crypto Accounts, collection of debts, the Client's applications examination process, a risk assessment, ensuring regulatory compliance, and development and analysis of the Company's products and services.
- 18.5** The Client acknowledges that the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) where required by law, where required by the order of a competent court, where required by CySEC or any other authority duly authorized to request and receive such information, to the relevant authorities to investigate or prevent fraud, money laundering or other illegal activity, to credit reference and fraud prevention agencies, third party authentication service providers, other organisations for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client.
- 18.6** The Company has the right to amend the GTC for any of the following reasons:
- a) due to changes in the generally applicable provisions of law, which have or may have an impact on the Company, including services provided by the Company or customer support of the Company;
 - b) due to the need to adapt the GTC to the Applicable Law;
 - c) due to changes in the interpretation of provisions of law, resulting from court rulings, resolutions, decisions, recommendations or other acts of state bodies;
 - d) due to the need to adapt the GTC to the decisions, guidelines, recommendations, or other positions of the supervision authorities;
 - e) due to the need to adapt the GTC to the requirements relating to consumer protection;
 - f) due to a change in the scope of business activity or change in the scope of provided services or change in the manner of services provision;
 - g) due to introduction of new products or services to the offer of the Company or change of the offer of the Company concerning the modification of products or services, including the scope and manner of their provision;
 - h) due to the need to adapt the GTC to changing market conditions, including offers of competing investment firms, technological changes and/or changes in the functioning of financial markets.
- 18.7** In such a case, the Company shall inform the Client in advance by prior written notice sent to the Client at least 5 days before the date in which the amendments come into force. The content of the amended GTC shall be available in the Company's Office and on the Company's Website.
- 18.8** The Company has the right to amend other documents which regulate the terms and conditions of cooperation between the Client and the Company, in particular the Crypto Condition Tables, the Crypto Orders' Execution Policy, the Crypto Declaration of Investment Risk, upon a prior written notice to the Client sent, at least 5 days prior to entry into force of such amendments for the reasons specified in clause 18.9. The documents will be available in the Company's Office and on the Company's Website.

- 18.9** The Company has the right to amend the Crypto Condition Tables, concerning commissions and fees, for the following important reasons:
- a) due to change in the level of inflation;
 - b) due to increase of the cost of operating the Crypto Account or the cost of services provided by the Company, in particular as a result of changes in the prices of energy, telecommunication connections, postal services, transaction settlement costs and other costs incurred by the Company in the benefit of capital market institutions, including costs incurred through Third-Party Providers;
 - c) due to a change of law affecting the increase in the cost of maintaining the Crypto Account or the cost of providing services;
 - d) due to introduction of charges related to the implementation of new services or products;
 - e) due to a change of scope, form or manner of performing services, in particular in order to adapt them to the current standards of the Crypto service activity, market conditions, technological changes, etc.
- 18.10** Irrespective of any other provisions of the GTC, the Company shall also have the right to perform changes other than the ones referred to in clause 18.9, with immediate effect, if:
- a) such changes result in the lowering of the Client's costs of Transactions;
 - b) such changes introduce new products to the Company's offer;
 - c) a Force Majeure Event occurs;
 - d) such changes do not negatively affect the legal or economic standing of the Client.
- 18.11** The Company has the right to immediately change the status of a Crypto to Sell Only if at least one of the following circumstances occurs:
- a) market data necessary for proper quotation or trading of the Crypto is unavailable;
 - b) receipt of binding information from the Liquidity Provider regarding the inability to place or execute Orders on a given Crypto,
- 18.12** Any amendments made pursuant to this Section 18 shall apply within their scope to the conditions of each open Transaction and shall be binding for the Client and the Company from their time of entry into force.
- 18.13** In the event of any amendment to the documents or conditions resulting in the removal of a given Crypto from the Crypto Condition Tables, the Company may call upon the Client to close a Position on a given Crypto within the prescribed time limit which shall not be shorter than 7 days. Where the Client, despite a request, fails to close the Client's Open Positions within the prescribed time limit, the Company may close the Client's Open Positions on a given Crypto without the Client's consent.
- 18.14** The Client who does not accept amendments to the GTC and/or Crypto Condition Tables shall have the right to terminate the Crypto Agreement and close any or all of the Crypto Accounts with immediate effect. The Client must notify the Company of this fact in writing, via e-mail or requesting account closure in the XTB Application.
- 18.15** Where, and subject to the Applicable Law, the Company requests from the Client to provide specific data and/or information, and the Client does not provide the Company with the data and/or information and does not offer satisfactory justification, the Company is entitled to, after prior request to the Client:
- a) refuse to conclude or terminate the Crypto Agreement with immediate effect, with the Client;
 - b) refuse the Client to conclude a Transaction or execute an Instruction, and particularly to reject each Client's Order;
 - c) block the Client's access to Crypto Account.
 - d) block deposits and withdrawals.

- 18.16** The Client hereby acknowledges and agrees that where the Client is obliged to hold LEI under the

Applicable Laws, any failure to renew LEI within the prescribed time limit may result in a refusal to provide services to the Client.

- 18.17** Without prejudice to any other provisions of this Crypto Agreement this Crypto Agreement remains in force until terminated by either Party.
- 18.18** Irrespective of any other provision of the GTC the Company has the right to terminate the Crypto Agreement with immediate effect:
- a) if the client fails to perform any obligation under this agreement;
 - b) in case of an Event of Default;
 - c) in case of breach of T&Cs;
 - d) due to Important Reasons as specified in Definitions section of this agreement;
 - e) in case of reasonable grounds for suspicious client's activity, abusive trading and violations of Applicable Laws.
- 18.19** The Company reserves the right to terminate the agreement for the reasons specified in clause 18.18 without notice. However, the Company on its discretion may give notice to the client. The notice period depends on the reason for termination.
- 18.20** The Notice of termination of the Crypto Agreement shall be sent by the Company to the Client's provided e-mail address.
- 18.21** The client may terminate the agreement for any reason, giving one week notice to the Company.
- 18.22** The Company may terminate the agreement for any reason, other than those specified in clause 18.18 giving one week notice to the client.
- 18.23** Notice of termination and/or termination of the Crypto Agreement by either Party will not affect any obligation which has already been incurred by either Party and/or any legal rights or obligations which may already have arisen under the Crypto Agreement or any Transactions made hereunder, including, but not limited to, performance of obligations resulting from closed or opened positions.
- 18.24** Upon termination of this Crypto Agreement, all outstanding amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of such termination. The Company reserves the right to deduct and set off any such amounts directly from the available funds or Crypto held in the *Crypto Account* prior to executing the final withdrawal or account closure.
- 18.25** If the Client fails to perform its obligations, the Company shall request the Client to satisfy the Company's claims within the time limit specified in the request which shall constitute an attempt of amicable dispute resolution. In case of failure to satisfy the claims within the time limit specified in the request, the Company can seek unsatisfied claims from the Client in court or by way of enforcement proceedings.
- 18.26** Upon Crypto Agreement termination, all accounts kept by the Company for the benefit of the Client shall be closed. Once notice of termination of this Crypto Agreement is sent and before the termination date:
- a) the Client will have an obligation to close all the Client's Open Positions and issue a Disposition regarding the funds collected in the Company;
 - b) If the Client fails to do so, upon termination, the Company will close any Open Positions at the current market price and the funds remaining in the Crypto Accounts shall be transferred to the withdrawal account specified by the Client, verified according to the Applicable Law. If such an account does not exist, the Company shall request the Client via e-mail to specify the bank account number for withdrawals and to supply other documents required by the Applicable Law within two business days;
 - c) if the Client fails to specify the account or fails to supply the documents specified above within the set time limit, the Company will block the Client's access to Crypto Account;
 - d) The Company shall request the Client to issue the Disposition of funds withdrawal, supplying the information to the Client's e-mail address. The Client can submit the Disposition of funds withdrawal at any time;
 - e) The Company will be entitled to refuse to the Client to withdraw money from the Crypto

Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Crypto Agreement.

18.27 Once notice of termination of this Crypto Agreement is sent and before the termination date:

- a) the Company will be entitled to cease to grant the Client access to the XTB Application or may limit the functionalities the Client is allowed to use on the XTB Application;
- b) the Company may be entitled to refuse to accept new Orders from the Client.
- c) the Company may block deposits and/or withdrawals;

18.28 Upon Termination any or all the following may apply:

- a) The Company has the right to combine any Crypto Accounts of the Client, to consolidate the Equity in such Crypto Accounts and to set off such Equity;
- b) The Company has the right to close the Crypto Account(s);
- c) The Company has the right to convert any currency;
- d) The Company has the right to close out the Client's Open Positions;
- e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if the Client's Crypto Account has a positive Free Funds, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Free Funds to the Client as soon as reasonably practicable and supply the Client with a statement showing how the Free Funds were determined and, where appropriate, instruct any Third-Party Provider to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.
- f) The Company may refuse such payment in case of illegal activity or suspected illegal activity or fraud of the Client.

18.29 The Crypto Agreement expires upon acquisition by the Company of reliable information on the Client's death, including but not limited to on the basis of the presented death certificate of the Client. All dispositions regarding funds shall be accepted by the Company only from the heir and/or heirs of the Client (specified in a court decision), and such dispositions shall be solely performed under the requirements and obligations imposed by the Applicable Law and only after and/or if the heir and/or heirs meet such conditions.

18.30 If there is more than one heir, the Company can accept dispositions from all heirs or one of them if such heir acts on behalf of other heirs, which meet such conditions under Applicable Law as mentioned above, under relevant powers of attorney and in accordance with the provisions of the Applicable Law. The Company may accept the dispositions also on the basis of a court decision on division of the estate or an agreement regarding division of the estate. If the Applicable Law imposes any other additional obligations, the Company shall perform the dispositions only after the heirs meet such conditions.

18.31 Subject to other provisions in conjunction with clause 8.14 of GTC, if the Client fails to supply the funds within the time limits provided for in the Crypto Agreement, GTC or separate laws, the Company shall take measures to explain the situation, including but not limited to negotiations with the Client, and if such measures are ineffective, the Company shall take actions aiming at recovery of the funds in default.

Event of Default

18.32 Each of the following constitutes an **Event of Default**:

- a) the failure of the Client to perform any obligation under the Crypto Agreement;
- b) where an application is made in respect of the Client pursuant to the Cyprus Bankruptcy Act or any equivalent insolvency act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an

arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;

- c) where any representation or warranty made by the Client becomes untrue;
- d) where the Client dies or is declared absent or becomes of unsound mind;
- e) where the Company believes that the Client or the Client's proxy may involve and/or has involved the Company in any type of fraud or illegality or breach of Applicable Regulations or in the Company's opinion is at risk of involving the Company in any type of fraud or illegality or breach of Applicable Regulations;
- f) Where the Company believes that the Client or its proxy is engaged into money laundering activities or terrorist financing or other criminal activities;
- g) Where the Company reasonably suspects that the Client performed Abusive Trading;
- h) Where the Company reasonably suspects that the Client opened the Crypto Account fraudulently;
- i) Where the Company reasonably suspects that the Client performed forgery or used a stolen card to fund the Client's Crypto Account.

18.33 Irrespective of any other provision of the GTC, if an Event of Default occurs the Company may take one or more of the following actions:

- a) Close out all or any of the Client's Open Positions at current prices;
- b) Restrict access to the Crypto Account;
- c) Reject any Orders of the Client.
- d) Block deposits and/or withdrawals;
- e) Cancel profits;
- f) Terminate the agreement with immediate effect and without notice;
- g) Take legal action for any losses suffered by the Company.

18.34 The termination notice of the Crypto Agreement will not affect previously acquired rights and in particular the execution of obligations resulting from the closed and/or opened positions. The Client is not entitled to withdrawal from the Crypto Agreement pursuant to Applicable Law.

18.35 These Terms shall be governed by and construed in accordance with the laws of the Republic of Cyprus. The Courts of Cyprus shall have jurisdiction to settle any dispute, without prejudice to any mandatory statutory rights of retail consumers under applicable EU law to bring proceedings in the courts of their country of residence.

18.36 The Client should always read and refer to the Website for all information and disclosures about the Company and its activities.

18.37 Should any part of this Crypto Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by the law of any Market or regulator, that part will be deemed to have been excluded from this Crypto Agreement from the beginning, and this Crypto Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Crypto Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

18.38 The Company's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Crypto Agreement, or its failure to exercise any or part of any right or remedy to which the Company is entitled under this Crypto Agreement, shall not constitute an implied waiver thereof.

18.39 The Company may assign its rights and obligations under the Crypto Agreement onto the Company's Cessionary, upon the Client's consent. The Company may assign its rights and obligations under the Crypto Agreement onto the Company's Cessionary without the Client's separate consent only on condition of joint fulfilment of the following conditions:

- a) The Company notifies the Client on the intention to assign its rights and obligations under the Crypto Agreement onto the Company's Cessionary at least 7 (Seven) days before executing the assignment,

- b) The Company's Cessionary holds a CASP licence or is otherwise authorized to provide Crypto services, issued by a respective financial market regulator,
- c) The Company's Cessionary is authorized to carry out activity in the territory of Cyprus in compliance with Applicable Regulations,
- d) the Client can be accepted by the Company's Cessionary as its client on a basis of internal procedures of the Company's Cessionary.

18.40 In case of assignment of the Company's rights and obligations under the Crypto Agreement onto Company's Cessionary, the Crypto Agreement (including provisions of this GTC and the other documents referred to in clause 2.3) will cease to have effect. The business relationship between Client and Company's Cessionary, will be defined between the Client and Company's Cessionary and in accordance with Company's Cessionary internal procedures and practices.

18.41 Irrespective of other provisions of this GTC in case of Clients disagreement with the assignment of the Company's rights and obligations as referred to in clause 18.39 and 18.40, this should be expressly expressed to the Company by written notice sent by email, or any other electronic method provided by the company, to the Company within 7 (seven) days from receipt by Client of the notification under point a) above.

18.42 Client's disagreement as set out in clause 18.41 of this GTC, will result in termination of this Crypto Agreement in accordance with provisions of this GTC. Notification about the termination of the Crypto Agreement shall be sent by the Company to the Client by email.

18.43 All rights and remedies provided to the Company under the Crypto Agreement are cumulative and are not exclusive of any rights or remedies provided by law.