

## **Introduction**

EKKO is a meme coin inspired by the beloved League of Legends character EKKO. The \$EKKO token aims to capture the playful and energetic spirit of EKKO, offering a fun and engaging investment opportunity for the crypto community. By blending the viral appeal of meme culture with innovative blockchain technology, EKKO hopes to create a unique niche in the world of digital currencies.

## **Vision**

The vision behind EKKO Meme Coin includes the following elements:

- **Community Building:** Creating a strong, engaged community around the meme. This includes forums, social media presence, and events to encourage participation and engagement.
- **Charitable Contributions:** Using a portion of the funds raised through the coin to support charitable causes, particularly those related to animals and children's education, reflecting EKKO's friendly and helpful nature.
- **Entertainment and Gamification:** Developing games, NFTs, and other digital content featuring EKKO and related themes to provide entertainment and increase the coin's utility and appeal.
- **Marketing and Partnerships:** Leveraging partnerships with influencers, content creators, and potentially even official Pokémon-related entities to increase visibility and credibility.
- **Speculative Investment:** Catering to the speculative nature of meme coin investors by creating a fun and potentially lucrative investment opportunity, although with significant risks.

## Tokenomics

### **Basic information**

- The fundamental information of \$EKKO is as follows:
- Token Name: EKKO
- Token Symbol: \$EKKO
- Token Decimals: 18 decimals
- Total supply: 10,000,000,000

### **Token Distribution**

- Presale: 20%. *Vesting: 1 month locked, vested over 10 months with monthly releases.*
- Marketing: 25%. *Vesting: 10% TGE, remaining vested over 9 months with monthly releases.*
- Staking: 30%. *Vesting: 10% TGE, followed by linear vesting over 19 months with monthly releases.*
- Liquidity: 20%. *Vesting: 10% TGE, followed by linear vesting over 9 months with monthly releases.*
- Exchanges: 5%. *Vesting: 3 months locked, followed by linear vesting over 10 months with monthly releases.*

## **Use Cases**

While meme coins generally lack traditional use cases like utility tokens or stablecoins, EKKO Meme Coin can have several potential applications:

- **Merchandise:** Enabling the purchase of EKKO-themed merchandise and digital goods using the coin.
- **Gaming:** Integrating the coin into online games where it can be used for in-game purchases, rewards, or as part of a play-to-earn model.
- **NFTs:** Creating and trading EKKO-themed NFTs, with the coin used as the primary currency for these transactions.
- **Community Rewards:** Offering the coin as rewards for community participation, content creation, and other activities that support the ecosystem.
- **Donations and Crowdfunding:** Using the coin for charitable donations or crowdfunding projects related to community-driven initiatives.

## Roadmap

### **Phase 1:**

- Launch
- DEX listings
- 1,000+ holders
- EKKO community takeover

### **Phase 2:**

- CEX listings
- \$EKKO normie takeover
- Strategic partnerships
- 10,000+ holders

### **Phase 3:**

- Tier 1 exchange listings
- EKKO's Official Merch
- 50,000+ holders

### **Phase 4: Optimization and Expansion**

- EKKO's NFT collection
- 100,000+ holders
- \$EKKO world domination

## **Terms**

These Terms constitute a legally binding agreement between you (“you” or “your”) and EKKO (“EKKO”, “we”, “our” or “us”). The Terms govern your use of the EKKO Services made available to you on or through the Platform or otherwise. EKKO Services may be provided by EKKO or, if specified in these Terms, any Product Terms or any additional terms, by any EKKO Affiliate. By registering for a EKKO Account, accessing the Platform and/or using the EKKO Services, you agree that you have read, understood and accepted these Terms, together with any additional documents or terms referred to in these Terms. You acknowledge and agree that you will be bound by and will comply with these Terms, as updated and amended from time to time. If you do not understand and accept these Terms in their entirety, you should not register for a EKKO Account or access or use the Platform or any EKKO Service. RISK WARNING As with any asset, the value of Digital Assets can fluctuate significantly and there is a material risk of economic loss when buying, selling, holding or investing in Digital Assets. You should therefore consider whether trading or holding Digital Assets is suitable for you in light of your financial circumstances. Further information on the risks associated with using the EKKO Services is set out in our Risk Warning, which may be updated from time to time. You should read the Risk Warning carefully, however it does not explain all of the risks that may arise, or how such risks relate to your personal circumstances. It is important that you fully understand the risks involved before making a decision to use the EKKO Services. We are not your broker, intermediary, agent or advisor and we have no fiduciary relationship or obligation to you in connection with any Transactions or other activities you undertake when using the EKKO Services. We do not provide investment or consulting advice of any kind and no communication or information that we provide to you is intended as, or should be construed as, advice of any kind. It is your responsibility to determine whether any investment, investment strategy or related transaction is appropriate for you according to your personal investment objectives, financial circumstances and risk tolerance and you are responsible for any associated loss or liability. We do not recommend that any Digital Asset should be bought, earned, sold or held by you. Before making the decision to buy, sell or hold any Digital Asset, you should conduct your own due diligence and consult your financial advisor. We are not responsible for the decisions you make to buy, earn, sell or hold Digital Assets based on the information provided by us, including any losses you incur arising from those decisions. INFORMATION ABOUT OUR AGREEMENT WITH YOU Introduction 1.1. About us. The EKKO group is an ecosystem centred around an online exchange for Digital Assets trading. The EKKO group provides users with a trading platform to buy and sell Digital Assets, integrated custody solution allowing users to store their Digital Assets and other Digital Asset-related services. 1.2. These Terms. By registering to open a EKKO Account you are entering into a legally binding agreement with us. These Terms will govern your use of the EKKO Services and tell you who we are, how we will provide the EKKO Services to you, how these Terms may be changed or terminated, what to do if there is a problem, along with other important information. You must read these Terms, together with the documents referenced in the Terms, carefully and let us know if you do not understand anything. Where any Local Terms apply to your use of the EKKO

Services, such as Local Terms will take precedence over these Terms.

### 1.3. Additional documents.

These Terms refer to a number of additional documents which also apply to your use of the EKKO Services. This includes:

- a. Our Privacy Notice, which sets out the terms on which we process any personal data we collect about you, or that you provide to us. By using the EKKO Services, you understand and agree to such processing and you promise that all data provided by you is accurate and up to date.
- b. Our Risk Warning, which sets out important information on the risks that can arise when buying, selling, holding or investing in Digital Assets.
- c. The Fee Structure page on our Website.
- d. Product Terms, which set out additional terms and conditions that will apply to your use of specific EKKO Services. You acknowledge that you will be bound by, and agree that you will comply with, any relevant additional terms and conditions that apply to your use of the EKKO Services.

### 2.1. Eligibility criteria.

To be eligible to register for a EKKO Account and use the EKKO Services, you must:

- a. be an individual, corporation, legal person, entity or other organisation with the full power, authority and capacity to (1) access and use the EKKO Services; and (2) enter into and comply with your obligations under these Terms;
- b. if you are an individual, be at least 18 years old;
- c. if you act as an employee or agent of a legal entity, and enter into these Terms on their behalf, you must be duly authorised to act on behalf of and bind such legal entity for the purposes of entering into these Terms;
- d. not have been previously suspended or removed from using EKKO Services;
- e. not be a Restricted Person;
- f. not currently have an existing EKKO Account; and
- g. not be located, incorporated, otherwise established in, a citizen of, or resident of, or have business operations in:
  - i. a jurisdiction where it would be illegal under Applicable Law for you to access or use the EKKO Services, or cause us or any third party to contravene any Applicable Law; or
  - ii. a country listed in our List of Prohibited Countries.

### 2.2. Amending our eligibility criteria.

We may amend our eligibility criteria at any time in our sole discretion. Where possible, we will give you notice in advance of the change. However, we may occasionally need to make changes without telling you in advance. This may include where:

- a. we are making the change as a result of legal and/or regulatory changes;
- b. the changes being made are in your interest; and/or
- c. there is any other valid reason which means there is no time to give you notice.

Where we are unable to give you advance notice, we will let you know of the change as soon as possible after it is made.

### 3.1. How you can contact us.

For more information on EKKO, you may refer to the information found on our Website. If you have questions, feedback or complaints you can contact us via our Customer Support team. These Terms may specify contact details for particular notices. This address is not monitored for those notices.

### 3.2. How we will contact you.

We will contact you using the details you provide to us. This may include contacting you by email, SMS or telephone. It is important that you ensure that your contact details are correct and up to date. If your contact details change, you must let us know immediately. If you do not, we will not be responsible if you do not receive information, notices or other important information from us.

### 4.1. Specific product terms.

Once you have opened a EKKO Account, you will be able to use the EKKO Services in accordance with these Terms and the Product Terms that govern your use of each specific EKKO Service.

### 4.2. Intra-group services.

You acknowledge and agree that some of the EKKO Services may be provided by EKKO Affiliates.

### 5.1. Availability of Chat Service.

We may make our interactive online chat service available to you (“Chat Service”) at any time in connection with your use of any of the EKKO

Services. By using the Chat Service, you may interact with a bot, chatbot, or other non-human. We will disclose the use of a chatbot, or other non-human, to the extent required by Applicable Law. When engaging with us through use of the Chat Service, you authorise us to monitor and save your chats.

**5.2. Important information.** The Chat Service is provided as a convenience, often to facilitate your understanding of the EKKO Services. Our Chat Service will make reasonable efforts to provide you with accurate and current information based on your question or need. Nothing we communicate in the Chat Service will be considered a legal agreement, representation or warranty as to the EKKO Services, processes, decisions, or response times. Any personal data shared with us when using the Chat Service will be subject to the applicable privacy-related policies and notices described in our Privacy Notice.

**5.3. User Chats.** In addition, we may make available to you chats that allow you to interact directly with other users of the Platform (“User Chat”).

**5.4. Prohibited actions.** You must not use the Chat Service or any User Chat to send any abusive, defamatory, dishonest, or obscene message or any messages intended to manipulate a market or to spread false or misleading information or messages that are otherwise in contravention of Applicable Laws, and doing so may result in termination of the Chat Service session and may lead to restrictions on the availability of EKKO Services to you.

**Fees**

**6.1. Payment of fees.** You agree to pay all applicable fees in connection with your use of the EKKO Services as set out on the Fee Structure page on our Website, or otherwise communicated to you in any relevant Product Terms. You authorise us to deduct all applicable fees, commissions, interest, charges and other sums that you owe from your EKKO Account under these Terms or any Product Terms in accordance with the method of calculation set out on our Fee Structure page. If you owe us an amount in one Digital Asset and do not have sufficient assets in that Digital Asset, we may deduct the sums owed in another Digital Asset to effect payment (in which case we will convert the Digital Asset you hold into the Digital Asset in which the sums owed to us are denominated (or the Fiat Currency equivalent), at the rate currently offered on the Platform or at such other commercially reasonable rate as we may determine). In the event that there are insufficient Digital Assets in your EKKO Account, you acknowledge that any amount due and payable from you under this clause is a debt immediately due and owing by you to us in such amount and form (whether in the form of a Digital Asset or otherwise) as we may determine, acting in a commercially reasonable manner.

**6.2. Amending our fees.** We may adjust our fees from time to time in accordance with clause 18.3 of these Terms.

**INFORMATION ABOUT YOUR EKKO ACCOUNT**

**Creating a EKKO Account**

**7.1. Account opening.** You must create and maintain a EKKO Account in order to access the EKKO Services and the Platform. This may be a EKKO Account for an individual user, or a Corporate EKKO Account where the user is a corporation, entity or other organisation. All EKKO Accounts are provided at our absolute discretion. We reserve the right to refuse any application for a EKKO Account without reason or to limit the number of EKKO Accounts that you may hold.

**7.2. Sole benefit.** By opening a EKKO Account you agree that:

- a. where you are an individual user, you will use your EKKO Account only for yourself, and not on behalf of any third party, unless you have obtained our prior written consent to do so; and
- b. where you are a corporate user, your Permitted Users will use the Corporate EKKO Account only for your benefit, and not on behalf of any third party, unless our prior written consent has been obtained.

Additionally, you will not offer direct market access to to any other party, including through the use of a sub-account,



unless and until such other party has completed identity verification deemed appropriate by EKKO and has separately onboarded onto the Platform. Any other party so verified shall be considered a “Permitted User” as that term is described herein. For avoidance of doubt, any entity or individual using a EKKO Sub-Account must be separately verified to be considered a “Permitted User” and to be permitted to use the EKKO Services. You are fully responsible for all activity that occurs under your EKKO Account.

**7.3. Identity verification.** You will need to comply with our identity verification procedures before you are permitted to open a EKKO Account and access and use the EKKO Services, whether independently or through a third-party service, by providing us with certain information about yourself and, where relevant, all of your Permitted Users. All information that you provide must be complete, accurate and truthful. You must update this information whenever it changes. You authorise us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity, and that of any Permitted Users, or protect you and/or us against fraud, money laundering, terrorist financing or other financial crime, and to take any action we deem necessary based on the results of such inquiries. When we carry out inquiries, you acknowledge and understand that your personal data, and that of any Permitted Users, may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full. You can review our Privacy Notice to have more information about how we process your personal data.

**7.4. Enhanced due diligence.** We may also require you to comply with our enhanced due diligence procedures by submitting additional information about yourself, your business or your Permitted Users, providing additional records or documentation, or having face to face meetings with representatives of EKKO.

**7.5. Records.** We keep your personal data to enable your continued use of EKKO Services, for as long as it is required in order to fulfil the relevant purposes described in this Privacy Notice, and as may be required by law such as for tax and accounting purposes, compliance with anti-money laundering laws, or as otherwise communicated to you. Please review our Privacy Notice for more information on how we collect and use your personal data relating to the use and performance of our Sites and the EKKO Services.

**7.6. Sub-Accounts.** At our discretion, you may create and access a EKKO Sub-Account. Each natural person associated with a EKKO Sub-Account is subject to the identity verification requirements set out in this clause 7. Only one natural person or corporate entity may be associated with a particular EKKO Sub-Account.

**Information requests**

**8.1. When we may request information.** We may require information from you at any time for the purposes of complying with any Applicable Law, identity verification requirements, or in connection with the detection of money laundering, terrorist financing, fraud, or any other financial crime, or for any other valid reason. You agree to provide us with any such information we request and permit us to keep a record of the information for the lifetime of your EKKO Account as long as it is required to fulfil their intended purposes, or such other period as prescribed by Applicable Law.

**8.2. What happens when you provide information.** Your access to your EKKO Account and the Transaction limits that apply to your use of the EKKO Services may be altered as a result of information collected about you on an ongoing basis. If there is a reasonable suspicion that any information provided by you is wrong, untruthful, outdated, or incomplete, we may send you a notice to request corrections, remove relevant information, or do such other things that we consider necessary to

ensure that the information provided by you is true and correct. 8.3. If you fail to provide any requested information. You must comply with any information request we send to you. If you decline to provide the requested information, or otherwise do not comply in a timely manner, we reserve the right to suspend or terminate your access to your EKKO Account, or to all or part of the EKKO Services immediately, without notice. Accessing your EKKO Account 9.1. Access. To access your EKKO Account you or, where relevant, your Permitted Users, must have the necessary equipment (such as a computer or smartphone) and access to the internet. Your EKKO Account can be accessed directly using the Platform or by such other mode of access (including APIs) as we may prescribe. You are only permitted to access your EKKO Account by using the Access IDs we provide to you or your Permitted Users for such purposes. We may require multi-factor authentication to keep your EKKO Account safe and secure. The use of the Platform and other access methods may be subject to such additional terms as we communicate to you. 9.2. Restricting access to third parties. You must ensure that any EKKO Account(s) registered under your name will not be used by any person other than yourself or, with respect to Corporate EKKO Accounts, your Permitted Users, other than in accordance with these Terms. Account information and Transaction records 10.1. Your Account History. You will be able to access your Account History on the Platform. You must review your Account History carefully and let us know if you see any entries or Transactions that you do not recognise or you think are incorrect within fourteen (14) calendar days of the date that your Account History is provided or made available to you. 10.2. Errors. We may rectify any error in your Account History at any time, and reserve the right to void, cancel or reverse any Transaction involving or deriving from a Manifest Error or to amend the details of such Transaction to reflect what we reasonably consider to be the correct or fair details of such a Transaction. You acknowledge and agree that where you execute any Transaction with Improper Intent and/or in the case of Manifest Error, EKKO is authorised by you (without any payment or penalty or liability due by EKKO and provided that such action is in compliance with Applicable Law) to either: a. cancel/void such Transaction and treat such Transaction as if they had never been entered into; or b. amend the price(s) of such Transaction (upon notice from EKKO to you of the amended price(s)) to reflect the prevailing market price(s) as at the relevant time, as determined by EKKO by reference to an available source for fair market pricing; If EKKO cancels a Transaction pursuant to the rights referred herein, EKKO will reverse any transfers of Digital Assets that have been made to and/or from your EKKO Account in connection with such Transaction as if that Transaction had never taken place. If EKKO amends a Transaction pursuant to the rights referred herein, EKKO will confirm the details of the amended terms of the Transaction to you through an agreed communication channel and will affect such transfers of Digital Assets to and/or from your EKKO Account as are required to reflect the terms of the amended Transaction. You acknowledge and agree that you shall be solely responsible for your own transactions with any third parties that may have been entered into in connection with or reliance on any Transaction(s) that may be subject to any cancellation/amendment pursuant to EKKO's rights herein. 10.3. Information sharing. We may be required under Applicable Law to share information about your EKKO Account and Account History with third parties. You acknowledge and agree that we are entitled to disclose such information. For more information about how we process your personal data you can review our Privacy Notice. USING YOUR ACCOUNT Instructions 11.1. Giving Instructions. You must

ensure that any Instruction submitted is complete and accurate. We are not required to verify the accuracy, authenticity or validity of any Instruction and will not monitor or reject Instructions on the basis that they are, or appear to be, duplicates. However, if we are in doubt as to the accuracy, authenticity or validity of an Instruction, we may refuse to act upon or defer acting upon any Instruction, or seek further information with respect to the Instruction. Instructions are irrevocable and therefore once an Instruction has been submitted you, or your Permitted Users, have no right to rescind or withdraw it without our written consent. Your Instruction is not deemed to be received by us until it has been received by our server. Our record of all Instructions will be conclusive and binding on you for all purposes.

**11.2. Acting on your Instructions.** By submitting an Instruction you or your Permitted Users are authorising us to initiate the Transaction on your EKKO Account. We are therefore authorised to credit or debit (or provide settlement information to third parties for the purposes of the third party crediting or debiting) your Digital Assets from your EKKO Account in accordance with your Instruction. If you have insufficient Digital Assets or Fiat Currency in your EKKO Account to effect the Transaction (i.e. less than the required amount to settle the Transaction and to pay all the fees associated with the Transaction), then we have the right to refuse to effect any Transaction. EKKO may also refuse to act on instructions to the extent permitted by these Terms. It is your responsibility to hold sufficient Digital Assets or Fiat Currency credited in your EKKO Account.

**11.3. Protection of Instructions.** You are aware that Instructions and information transmitted on the Platform or by email are generally transmitted via the internet and may be routed via public, transnational installations which are not specifically protected. We cannot guarantee that the Instructions and information transmitted will be completely protected against unauthorised access, and you accept the associated risks.

**11.4. Withdrawals.** Subject to these Terms and any applicable Product Terms, and provided that you have sufficient balance on your EKKO Account and the relevant Digital Assets are not on hold in your EKKO Account in connection with any EKKO Service, you may give Instructions to EKKO to transfer Digital Assets to an external wallet address by submitting a withdrawal request on the Platform. Upon receipt of the withdrawal request, EKKO will: (i) deduct your EKKO Account balance; and (ii) initiate an on-chain transfer to an external wallet designated by you. EKKO may not process a withdrawal request if, in our reasonable opinion, we consider that Applicable Law prevents the execution of the relevant withdrawal. EKKO may also suspend withdrawals at such time deemed appropriate by EKKO to resolve any incidents on the Platform. Once such incidents have been resolved, EKKO will resume withdrawals.

**12.1. Entering into Transactions.** You may enter into Transactions directly with us, or directly with other users, which may or may not be facilitated by us. We do not represent or warrant that any Transaction will be completed successfully or within a specific time period.

**12.2. Unauthorised Transactions.** You are responsible for the control and use of your EKKO Account. As such, we will assume that you, or a Permitted User, have authorised any Instruction sent from your EKKO Account unless we are notified otherwise. It is important that you monitor your Account History to ensure any unauthorised or suspicious activity on your EKKO Account is identified and notified to us as soon as possible. We are not responsible for any claim or losses resulting from a Transaction executed as a result of an unauthorised Instruction unless you have notified us in accordance with this clause and it is confirmed by our internal investigation that you, or a Permitted User, have not

authorised the Instruction in any way, even by mistake, negligence, error or as a consequence of a fraud and it is proven that the unauthorized Instruction is solely due to a technical issue attributable to EKKO. 12.3. Retention of Transaction information. To facilitate compliance with global industry standards for data retention, you agree to permit us (but agree to not require us) to keep a record of all Transaction information for the lifetime of your EKKO Account as long as it is required to fulfil their intended purposes, or such other period as prescribed by Applicable Law. Please review our Privacy Notice for more information on how we collect and use data relating to the use and performance of our Sites and the EKKO Services.

Material interests and conflicts

13.1. EKKO group. You understand that EKKO is a member of a group of companies which is involved in activities connected with Digital Assets. 13.2. Nature of our duties. You understand and agree that neither your relationship with us nor any EKKO Service we provide to you, nor any other matter, will give rise to any duties on our part or on the part of any EKKO Affiliate, whether legal, equitable, fiduciary in nature, save as are expressly set out in these terms. In particular, we and any EKKO Affiliate may from time to time act in more than one capacity, and in those capacities we may receive fees or commissions from more than one user (including you). You agree that we may act in such capacities and provide any other EKKO Services or carry out any business with or for you, any EKKO Affiliate or any other user. 13.3. Material interests. You understand and agree that neither we nor any EKKO Affiliate will be required to: (1) have regard to any information known to us, or to any EKKO Affiliate, which is a material interest; (2) disclose any such information to you; or (3) use any such information for your benefit. You further acknowledge that from time to time we may receive general market information in the course of providing EKKO Services to you, which we may use in the ordinary course of our business. 13.4. Conflicts of interest. We have established and maintain effective organisational and administrative arrangements with a view to taking all appropriate steps to identify and manage conflicts of interest between us and our users and relevant third parties, so as to prevent conflicts of interest from adversely affecting the interests of our users. In cases where such organisational and administrative arrangements are not sufficient to ensure that the risks of damage to your interests will be prevented, we will inform you of the nature and/or sources of the relevant conflicts of interest and the steps taken to mitigate those risks in order to allow you to make an informed decision as to whether to continue to transact with us. We reserve the right at all times to decline to act for you where we are not able to manage a conflict of interest in any other way.

Transaction limits

14.1. Your Transaction limits. Your EKKO Account may be subject to a limit on: a. the amount or volume of Transactions you may undertake in connection with your EKKO Account; and/or b. the amount or value of Fiat Currency or Digital Assets you may transfer into or out of your EKKO Account, in each case in a given period (e.g. daily). Any applicable limits are shown in your EKKO Account. 14.2. Changes to your Transaction limits. We reserve the right to change any Transaction limit that applies to your EKKO Account at any time at our absolute discretion. It may also be possible for you to request a change in your limits. Any change will be made in our absolute discretion and will be subject to any further conditions that we deem necessary.

Supported Digital Assets

15.1. Supported Digital Assets. The EKKO Services are only available in connection with Supported Digital Assets, which may change from time to time. A list of the Supported Digital Assets is published on our Website. We may remove or suspend one or more Digital

Assets from the list of Supported Digital Assets and we will use reasonable commercial efforts to notify you in advance. Meaning that you will no longer be able to access such Digital Assets as part of the EKKO Services and will only be permitted to withdraw the Digital Assets from your EKKO Account. If Digital Assets that are no longer Supported Digital Assets remain in your EKKO Account beyond a specified period notified to you, EKKO may in its reasonable discretion convert such Digital Assets into a different type of Digital Asset that is a stablecoin. EKKO shall notify you in advance of any conversion and you may withdraw such Digital Assets within a reasonable period as specified by EKKO to you, prior to their conversion into stablecoins. We assume no liability in connection with any attempt to use your EKKO Account for Digital Assets that we do not support nor for the conversion to a different type of Digital Asset, as described in this clause.

15.2. Forks. We may temporarily suspend any EKKO Services in relation to a particular Digital Asset while we determine whether or not to support a Fork. We are under no obligation to support a Fork of a Digital Asset that you hold in your EKKO Account, regardless of whether any resulting version of such Forked Digital Asset is a Dominant Digital Asset or not. If we elect to support a Fork of a Digital Asset, we will make a public announcement through our Website or by such other means as we may deem appropriate. You acknowledge that we have no control over, nor do we have the ability to influence, the creation or implementation of a Fork. We can provide no assurances about the security, functionality or supply of any Digital Asset, including both the new Dominant Digital Asset or other Digital Assets subject to the relevant Fork. You may not be able to trade the Forked Digital Assets on the Platform and you may lose any value associated with the relevant Digital Assets.

15.3. Backed Digital Assets. We may from time to time support Digital Assets that purport to be backed by or otherwise tied or pegged in value to another asset, including Digital Assets, Fiat Currency or commodities such as silver or gold (“Backed Digital Assets”). You agree that you have read, understood and accepted all of the terms and conditions and risks associated with each particular Backed Digital Asset before entering into any Transaction relating to that Backed Digital Asset. We have no obligation to purchase, repurchase or effect or facilitate the redemption of your Backed Digital Assets. We reserve the right to change, suspend, or discontinue any service in relation to any Backed Digital Asset. We make no representation as to whether any particular Backed Digital Asset will hold its value as against any asset, nor as to the amount or quality of reserves or collateral held by each issuer or any third party in relation to any Backed Digital Asset.

Account security 16.1. Your responsibility. You are responsible for taking appropriate action to protect your hardware and data from viruses and malicious software, and any inappropriate material. Except as provided by Applicable Law, you are responsible for backing up and maintaining duplicate copies of any information you store or transfer through the EKKO Services. We are not responsible for any claim or losses resulting from your failure to comply with this clause.

16.2. Security measures. At all times, you and any Permitted Users shall maintain adequate security and control of all of your Access IDs. You are responsible for taking the necessary security measures (or ensuring that your Permitted Users take such measures) to protect your EKKO Account and to keep your Access ID secure, including by: a. strictly abiding by all of our mechanisms or procedures; b. creating a strong password and maintaining security and control of your Access IDs; c. keeping the Email Account and telephone number provided to us up to date in order to receive any notices or alerts that we may send you; d. never allowing remote access or

sharing your computer and/or computer screen with someone else when you are logged on to your EKKO Account; e. remembering that under no circumstances will we ask you to share your passwords or 2-factor authentication codes; and f. logging out from the Sites or the Platform at the end of each visit. You must keep the Email Account and Access IDs secure against any attacks and unauthorised access. You must notify us immediately if you have knowledge or have reason for suspecting that the security of your Email Account, or that of a Permitted User, has been compromised or if there has been any unauthorised use of your or any Permitted User's Email Account. 16.3. Monitoring your Account History. It is important that you monitor your Account History to ensure any unauthorised or suspicious activity on your EKKO Account is identified and notified to us as soon as possible. You acknowledge that any Security Breach may result in unauthorised access to your EKKO Account by third parties and the loss or theft of any Digital Assets and/or funds held in your EKKO Account and any associated accounts, including your linked bank account(s) and credit card(s). 16.4. If you suspect a Security Breach. If you suspect a Security Breach, you must ensure that: a. we are notified immediately using the details set out in clause 3.1 and continue to be provided with accurate and up to date information throughout the duration of the Security Breach; b. your EKKO Account is immediately locked via the disable account function on the Platform or via any other method as may be prescribed by us from time to time; and c. you take any other steps that we may reasonably require to reduce, manage or report any Security Breach. We reserve the right to request, and you agree to provide, any and all information and documents we deem relevant or necessary in connection with an actual or suspected Security Breach, and may provide such information to any third party that we deem necessary in order to resolve any Security Breach. OTHER IMPORTANT INFORMATION Privacy 17.1. The Privacy Notice. Our collection and use of personal data in connection with these Terms, the EKKO Services, the Platform and any Site is as provided in our Privacy Notice (as updated from time to time). You acknowledge that we may process personal data in relation to you, that you have provided to us, or we have collected from you in connection with these Terms and in accordance with Privacy Notice. Your personal data will be processed in accordance with the Privacy Notice, which shall form part of these Terms. You represent and warrant that: a. you acknowledge that you have read and understood our Privacy Notice. b. our business changes regularly and our Privacy Notice will change also. Therefore, if from time to time we provide you with a replacement version of the Privacy Notice, you will promptly read the Privacy Notice. Changes to the Terms, etc. 18.1. How and when we can make changes. We can make changes to these Terms and any terms and conditions incorporated by reference (including any Product Terms) at any time and your acceptance of these Terms constitutes your express consent. We will let you know of any changes by email or via our Website. We will let you know in advance of most changes and will give you notice before the changes take effect. However, we may occasionally need to make changes without telling you in advance. This may include where: a. we are making the change as a result of legal and/or regulatory changes; b. the changes being made are in your interest; c. the changes are to make these Terms clearer to you; and/or d. there is any other valid reason which means there is not time to give you notice. Where we are unable to give you advance notice, we will let you know of the change as soon as possible after it is made. 18.2. When changes come into effect. Save where changes come into effect immediately, the updated Terms will come into

effect after we have given you notice. If you do not wish to accept the changes, you are free to close your EKKO Account in accordance with clause 19.1 of these Terms. If we do not hear from you, we will assume that you have accepted the change and your continued access to or use of EKKO Services will be deemed acceptance of the updated Terms.

18.3. Changes to fees. We may also make changes to the fees set out in the Fee Structure page on our Website, which includes introducing new fees and/or charges. If you do not wish to accept the changes, you are free to close your EKKO Account in accordance with clause 19.1 of these Terms. If we do not hear from you, we will assume that you have accepted the change and your continued access to or use of the EKKO Services will be deemed acceptance of the updated Terms.

Closing your EKKO Account

19.1. Your right to close your EKKO Account. You may terminate your EKKO Account at any time by following the account termination procedures as prescribed by us from time to time. You will not be charged for terminating your EKKO Account, although you will be required to pay any outstanding amounts owed to us. You authorise us to cancel or suspend any pending transactions at the time of cancellation, and to deduct any outstanding amounts that you owe us from your EKKO Account. In certain cases, you may not be able to close your EKKO Account, including where: a. you are trying to evade an investigation by relevant authorities; b. you have a pending Transaction or an open Claim; c. your EKKO Account has any outstanding amounts owed to us; or d. your EKKO Account is subject to a freeze, hold, limitation or reserve.

19.2. What happens when your EKKO Account is closed. If your EKKO Account is closed, you will be required to withdraw all Digital Assets held in your EKKO Account. In the event that you fail to withdraw your Digital Assets, or if you have not accessed your EKKO Account for a continuous period of 90 days, we will send you notice of our intention to treat your account as dormant.

19.3. What happens when your account becomes dormant. If you do not respond to the notice in clause 19.2 within 30 days, we may: a. mark your EKKO Account as a dormant account; b. convert the Digital Assets to a different type of Digital Asset. In doing so, we will not be liable for any loss of profit, tax obligations or any other loss, damage or expense incurred by you resulting from such conversion; c. transfer such dormant account and/or any Digital Assets held in that account to any third party (including, without limitation, another EKKO Affiliate, any third-party custodian or an isolated wallet) if we consider it is reasonably necessary to do so. If this happens, you have the right to retrieve your Digital Assets, subject to satisfying our (or the relevant third party's) reasonable verification requirements and any other applicable terms and conditions; d. adjust your dormant account such that you will receive a contractual claim on the quantity and type of Digital Assets, which were held on your EKKO Account before being converted into a dormant account; e. charge a dormant account fee which may be to cover the cost of maintaining the Digital Assets with any EKKO Affiliate or any third party, with such fee to be withdrawn directly from the dormant account on a monthly basis; and f. close a dormant account at any time. You acknowledge that we will be under no obligation to pay any reward, incentive or interest which we might otherwise have agreed to pay, under the applicable Product Terms, to your dormant account in relation to the Digital Assets credited to it.

Termination, suspension, holds and restrictions

20.1. Our right. We may at any time modify or discontinue, temporarily or permanently, any portion or feature of the EKKO Services. In particular, we may: (1) refuse to complete or block, cancel, or, where permitted by Applicable Law, reverse any Transaction you have authorised; (2)

terminate, suspend, or restrict your access to any or all of the EKKO Services; (3) terminate, suspend, close, hold or restrict your access to any or all of your EKKO Account(s); (4) refuse to transmit information or Instructions to third parties (including but not limited to third-party wallet operators); and/or (5) take whatever action we consider necessary, in each case with immediate effect and for any reason including, but not limited to where: a. you are not, or are no longer, eligible to use one or more EKKO Services; b. we reasonably suspect that: i. the person logged into your EKKO Account is not you, or we suspect that the EKKO Account has been or will be used for any illegal, fraudulent, or unauthorised purposes; ii. the person logged into your Corporate EKKO Account is not a Permitted User, or we suspect that the Corporate EKKO Account has been or will be used for any illegal, fraudulent, or unauthorised purposes; iii. more than one natural person has access to and/or transacts using the same EKKO Account, or we suspect that EKKO Account has been or will be used for any illegal, fraudulent, or unauthorised purposes; iv. information provided by you is wrong, untruthful, outdated, or incomplete; c. we have reasonable concerns in relation to your creditworthiness or financial status, including: i. in the event that you are an individual, you become bankrupt, of unsound mind, commit an act of bankruptcy, or have action to place you in bankruptcy commenced against you; ii. in the event that you are acting on behalf of a partnership, any of the partners die or become bankrupt or of unsound mind, commit an act of bankruptcy, or have action to place any of the partners in bankruptcy commenced, or if action is commenced to dissolve and/or alter the partners or the constitutions of the partnership; iii. in the event that you are acting on behalf of a corporation, the corporation is unable to pay its debts as and when they are due, or action is commenced to place the corporation in insolvency, judicial management, receivership, administrative management, or any similar or analogous proceedings; iv. you convene a meeting of your creditors or propose or make any compromise or arrangement with or any assignment for the benefit of your creditors; d. pending submission of such information and documents in accordance with clause 8; e. pending submission of enhanced due diligence in accordance with clause 7.4; f. we reasonably consider that we are required to do so by Applicable Law, or any court or authority to which we are subject in any jurisdiction; g. we have determined or suspect: i. that you have breached these Terms or any Product Terms; ii. that you have breached any express or implied warranties in these Terms, or any representations you have made; iii. that any Transaction is unauthorised, erroneous, fraudulent, or unlawful or we have determined or suspect that your EKKO Account or the EKKO Services are being used in a fraudulent, unauthorised, or unlawful manner; iv. there is any occurrence of money laundering, terrorist financing, fraud or any other crime in connection with your EKKO Account or your use of the EKKO Services; h. the use of your EKKO Account is subject to any pending, ongoing or threatened litigation, investigation, or judicial, governmental or regulatory proceedings and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your EKKO Account activity; i. you owe amounts to EKKO that are not satisfied, whether due to a chargeback or on any other basis; j. any email communication to your Email Account is returned as undeliverable; k. an issue has arisen with the verification of your identity; l. you have taken any action that may circumvent our controls such as opening multiple EKKO Accounts without our written consent or abusing promotions which we may offer from time to time; or m. there is any other valid reason which means we need to do so. We will take reasonable



steps to provide you with appropriate notice. However, there might be times when we are required not to do so by Applicable Law.

**20.2. Your acknowledgement.** You acknowledge and agree that: a. the examples set out in clause 20.1 above of when we might take action to terminate, suspend, close or restrict your access to your EKKO Account and/or the EKKO Services is a non-exhaustive list; and b. our decision to take certain actions, including, without limitations, to terminate, suspend, or restrict your access to your EKKO Account or the EKKO Services, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.

**20.3. What happens when we exercise our right.** Where we terminate, suspend, hold or restrict your access to one or more EKKO Services: a. if you have Instructions, trades, positions or Transactions that are open, they may be closed by you, or by us, depending on the circumstances of the termination, suspension, hold, restriction or other action we take; b. any chargeback resulting from the use of your EKKO Account or EKKO Services may result in an immediate suspension and/or restriction of your EKKO Account and EKKO Services; c. to reactivate suspended and/or restricted EKKO Account or EKKO Services, you may be required to reimburse us for the full value of the chargeback, including any amounts that are owing to us including any applicable fees; and d. you are liable for any credited amounts in case of a chargeback, and you authorise and grant us the right to deduct costs and fees directly from any assets in your EKKO Account without notice.

**20.4. Unlawful possession.** If we are informed and reasonably believe that any Digital Assets or Fiat Currencies held in your EKKO Account are stolen or otherwise are not lawfully possessed by you (whether by error or otherwise), we may, but have no obligation to, place a hold on the affected funds and your EKKO Account. Where we place a hold on some or all of any Digital Assets or Fiat Currencies held in your EKKO Account, or on your entire EKKO Account, we may continue such hold until such time as evidence, acceptable to us, proves that you are entitled to possession of the Digital Assets and/or Fiat Currency held in your EKKO Account. We will not get involved in any dispute, or the resolution of the dispute, relating to any Digital Assets and/or Fiat Currency held in your EKKO Account.

**20.5. Access to EKKO Services in other jurisdictions.** Residents of some countries may only be able to access some, but not all, EKKO Services. We may change the EKKO Services that are available to you from time to time. If you travel to a location included on our List of Prohibited Countries, EKKO Services may not be available and your access to the EKKO Services may be blocked. You acknowledge that this may impact your ability to trade on the Platform and/or monitor any existing orders or open positions or otherwise use the EKKO Services. You must not attempt in any way to circumvent any such restriction, including by use of any virtual private network to modify your internet protocol address.

**INTELLECTUAL PROPERTY**

**Background IP** The EKKO IP shall remain vested in EKKO.

**Licence of EKKO IP** We grant to you a non-exclusive licence for the duration of these Terms, or until we suspend or terminate your access to the EKKO Services, whichever is sooner, to use the EKKO IP, excluding the Trade Marks, solely as necessary to allow you to receive the EKKO Services for non-commercial personal or internal business use, in accordance with these Terms.

**Licence of User IP**

**23.1. Your grant of licence.** You grant to us a perpetual, irrevocable, royalty-free, worldwide and non-exclusive licence to use the User IP to the extent it: a. forms part of, or is necessary for the use of, any Created IP; and b. is necessary to allow us to provide you with the

EKKO Services, from time to time. 23.2. Our right to sub-licence. The licence granted by you under this clause includes our right to sub-licence to a third party to the extent required to enable us and any EKKO Affiliates to provide you with the EKKO Services, or any part of them. Created IP 24.1 Created IP. The Created IP shall automatically vest in us from time to time on the date on which it is created. 24.2 Assignment. You hereby assign to us (and agree to procure that any agents, representatives or contractors assign), with full title guarantee, title to all present and future rights and interest in the Created IP. If requested to do so, you shall (and agree to procure that any agents, representatives or contractors shall), without charge to us, sign and/or execute all documents and do all such acts as we may require to perfect the assignments under this clause. General 25.1 We are not responsible. You agree and acknowledge that: (1) we are not responsible for any User Material (whether provided by you or by third parties) which may be made available on the Platform or the Sites; and (2) use of any such User Material is at your own risk and that we do not provide any warranties in relation to the same. 25.2 Our rights. We shall have the right at our sole and absolute discretion to remove, modify or reject any content that you submit to, post or display on the Platform or the Sites (including any User Material) for any reason. We reserve the right to take any actions as we deem appropriate at our sole discretion, including giving a written warning to you, removing any User Material, recovering damages or other monetary compensation from you, suspending or terminating your EKKO Account (if any), or suspending your access to the Platform and/or the Sites. We shall also have the right to restrict or ban you from any and all future use of any EKKO Services. 25.3 Recording. You agree that we may record any communications, electronic, by telephone, over video call, or otherwise, that we have with you in relation to these Terms, and that any recordings that we keep will constitute evidence of the communications between you and us. You agree that telephone conversations and video calls may be recorded so that we can respond to inquiries, ensure compliance with applicable laws, improve our services and provide customer support. YOUR OBLIGATIONS AND LIABILITY Prohibited use By opening a EKKO Account or carrying out any Transaction, and without prejudice to any other restriction or limitation set out in these terms, you agree that you and any Permitted User will not: a. breach these Terms or any agreement entered into pursuant to, or in connection with, these Terms, including, but not limited to, any Product Terms; b. use EKKO Services in a manner that violates public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prevent other users from using EKKO Services; c. use EKKO Services for resale or commercial purposes, including transactions on behalf of other persons or entities, unless expressly agreed by us in writing; d. use the EKKO Services for anything which, in EKKO's sole opinion, is conduct designed to control or artificially affect the price of any Digital Asset (market manipulation) including, without limitation, pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering) regardless of whether prohibited by Applicable Law; e. engage in fraudulent activities, or cause us to suspect that you or any Permitted User have engaged in fraudulent activities and/or Transactions; f. use EKKO Services to conduct lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; or games of chance; g. (1) receive, or attempt to receive, funds from both us and another user for the same Transaction during the course of a Claim;

(2) conduct your business or use the EKKO Services in a manner that results in, or may result in, complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties, or other liability to us, other users, third parties, or yourself; and (3) allow your EKKO Account to have a negative value or quantity of Digital Assets; h. provide false, inaccurate or misleading information in connection with your use of the EKKO Services, in communications with us, or otherwise connected with these Terms; i. (1) use any deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the Platform, or replicate or bypass the navigational structure or presentation of EKKO Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through EKKO Services; (2) attempt to access any part or function of the Platform without authorisation, or connect to EKKO Services or any of our servers or any other systems or networks of any EKKO Services provided through the Platform by hacking, password mining or any other unlawful or prohibited means; (3) probe, scan or test the vulnerabilities of EKKO Services or any network connected to the Platform, or violate any security or authentication measures on EKKO Services or any network connected to EKKO Services; (4) reverse look-up, track or seek to track any information of any other users or visitors of EKKO Services; (5) take any actions that impose an unreasonable or disproportionately large load on the infrastructure of systems or networks of EKKO Services or EKKO, or the infrastructure of any systems or networks connected to EKKO Services; (6) use any devices, software or routine programs to interfere with the normal operation of EKKO Services or any transactions on EKKO Services, or any other person's use of EKKO Services; or (7) forge headers, impersonate, or otherwise manipulate identification, to disguise your identity or the origin of any messages or transmissions you send to us; j. modify or adapt the whole or any part of the Platform or combine or incorporate the Platform into another programme or application; k. disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code, object code underlying concepts, ideas and algorithms of the Platform or any components thereof; l. modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or licence, sub-licence, sell, mirror, design, rent, lease, private label, grant security interests in such EKKO IP or any part of the intellectual properties, or create derivative works or otherwise take advantage of any part of the EKKO IP; m. facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information in connection with the EKKO Services; n. (1) use an anonymizing proxy; (2) use any temporary, disposable, self-destructive, or similar email address when opening a EKKO Account and/or using the EKKO Services; (3) use any device, software, or routine to bypass our robot exclusion headers, or interfere or attempt to interfere with our Sites or the EKKO Services; and (4) take any action that may cause us to lose any of the services from our internet service providers, or other suppliers; o. create, or purport to create, any security over your Fiat Currency or Digital Assets held in any of your EKKO Account without our prior written consent; p. violate, or attempt to violate, (1) any Applicable Law; or (2) ours or any third party's copyright, patent, trademark, trade secret, or other intellectual property rights, or rights of publicity or privacy; and/or q. access, use, or attempted to access or use, EKKO

Services directly or indirectly with (1) jurisdictions EKKO has deemed high risk, including but not limited to, Cuba, Iran, North Korea, Syria, Crimea region or (2) persons EKKO has deemed high risk, including but not limited to, individuals or entities named as a restricted person or party on any list maintained by the United States of America., United Kingdom, European Union or United Nations, including the sanctions lists maintained by the U.S. Office of Foreign Assets Control or the Denied Persons List or Entity List maintained by the U.S. Department of Commerce. Representations and warranties You hereby represent and warrant to us, at all times, the following: a. all documents and information you provide to us are true, accurate, complete, and up to date in all respects, and may be relied upon by us in determining whether or not you are eligible to access the Platform or to use the EKKO Services; b. all decisions made in connection with these Terms were solely and exclusively based on your own judgement and after your own independent appraisal of your financial resources, ability and willingness to take relevant risks and financial objectives; c. you have full power, authority, and capacity to (1) access and use the Platform and/or the EKKO Services; and (2) enter into and deliver, and perform your obligations under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, including, but not limited to, any Product Terms; d. if you are a corporation, partner in a partnership, or trustee of a trust: i. the corporation, partnership or trust has and will be operated in a way that is compliant with Applicable Law, and any partnership or trust deeds (or other like documents); ii. you will notify us immediately if there is any change, by way of resignation, removal, appointment or death, of any of the directors, partners, trustees, settlor(s) or ultimate beneficial owners or any person authorised to operate your EKKO Account; and iii. you will inform us immediately if the corporation, partnership, or trust is dissolved either on a voluntary or involuntary basis; e. all consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, approvals, permissions, consents, registrations, declarations, filings with any Regulatory Authority, governmental department, commission, agency or other organisation having jurisdiction over you which are necessary or desirable for you to obtain in order to (1) access and use the Platform and/or the EKKO Services; and (2) enter into and deliver, and perform the Transactions contemplated under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, have been unconditionally obtained in writing, disclosed to us in writing, and have not been withdrawn or amended; f. these Terms and any agreement entered into pursuant to, or in connection with, these Terms constitute valid and legally binding obligations, enforceable against you in accordance with their respective terms; g. that you are not a Restricted Person; h. if you are a legal entity, you are duly incorporated, duly organised, and validly existing under the laws of your jurisdiction and have full power to conduct your business. If you are an individual, you are not less than 18 years old; and i. your access and use of the Platform and/or the EKKO Services, your execution and delivery of, and the performance of your obligations under these Terms and any agreement entered into pursuant to, or in connection with, these Terms, will not: i. if you are a legal entity, partner in a partnership or trustee of a trust result in a breach of or conflict with any provision of your constitution, articles of association, partnership agreement, trust deed or equivalent constitutive documents; ii. result in a breach of, or constitute a default under, any instrument, agreement, document or undertaking to which you are a party or by which you or any of your property is bound or subject; and iii. result in you, or

cause us or any third party to, breach any Applicable Law, decree or judgement of any court, or any award of any arbitrator or those of any governmental or Regulatory Authority in any jurisdiction. Technology disclaimers 28.1. No representation or warranty. EKKO Services and any information provided on the Sites and the Platform, including Chat Services, are provided on an “as is” and “as available” basis without any representation or warranty, whether express or implied, to the maximum extent permitted by Applicable Law. Specifically, we disclaim any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. We do not make any representations or warranties that access to the Sites, the Platform, any of your EKKO Account(s), EKKO Services, or any of the materials contained therein, will be continuous, uninterrupted, timely or error-free. This could result in the inability to trade on the Platform for a period of time and may also lead to time delays. 28.2. Suspension of access. We may, from time to time, suspend access to your EKKO Account and/or the EKKO Services, for both scheduled and emergency maintenance. We will make reasonable efforts to ensure that Transactions on the Platform are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors outside of our control. 28.3. Content. Although we make reasonable efforts to update the information on the Sites and the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Sites and the Platform, including information in relation to the EKKO Services, is accurate, complete or up to date. 28.4. Third-party websites. Links to third-party websites (including, without limitation, content, materials, and/or information in the third-party websites) may be provided as a convenience but they are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the content, materials, information or services contained in any third-party websites accessible or linked from the Platform or the Sites. 28.5. Network Access and Compatibility: You are responsible for obtaining the data network access necessary to use the EKKO Services. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the EKKO Services and Sites and any updates thereto. EKKO does not guarantee that the EKKO Services, or any portion thereof, will function on any particular hardware or devices. The EKKO Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications. Indemnity 29.1. Third-party claims. You shall indemnify and hold harmless us from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third-party, governmental authority, or industry body, and all claims, liabilities, damages (actual and consequential), losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation), costs, and expenses, including without limitation all interest, penalties and legal and other reasonable attorneys’ fees and other professional costs and expenses (“Losses”), arising out of or in any way connected with: a. your access to or use of your EKKO Account and/or the EKKO Services; b. your breach or alleged breach of these Terms or your contravention of any other clause or sub-clause of these Terms, including any Product Terms and any other terms and conditions incorporated by reference; c. your contravention of any Applicable Law; and d. your violation of the rights of any third party. 29.2. Control. We reserve the right to assume control of the defence of any third-party claim that is subject to indemnification by you, in which event you shall cooperate as fully required by us in asserting any

available defences. You will not settle any claims or Losses without our prior written consent.

29.3. Release. You hereby agree to release us from any and all claims and demands (and waive any rights you may have against us in relation to any Losses you may suffer or incur), arising directly or indirectly out of or in connection with any dispute that you have with any other user or other third party in connection with the EKKO Services (including any Digital Asset Transactions) or the subject matter of these Terms.

Liability 30.1 Our Liability. Our liability, and the liability of the EKKO Affiliates, to you or any third parties in any circumstance is limited to the actual amount of loss or damage which is caused directly and is reasonably foreseeable by our breach of these terms, and shall in no event exceed the amount of fees paid by you to EKKO in the 12 months preceding the event giving rise to the Loss. Such sum shall be paid by us to you in full and final settlement and satisfaction of ours and any EKKO Affiliate's entire liability for any and all losses and claims, howsoever arising, from the relevant breach. You acknowledge and agree that neither EKKO or any EKKO Affiliate is aware of any special circumstances pertaining to you, and that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including but not limited to, any claim in rem, injunction, and/or specific performance.

30.2 Limitations on liability. Notwithstanding any other clause in these Terms, in no event will we or any EKKO Affiliate be responsible or liable to you or any other person or entity for:

- a. any direct or indirect losses (including loss of profits, business or opportunities), damages, or costs arising out of or in connection with these Terms, including but not limited to:
  - i. any risk identified in the Risk Warning, as updated from time to time;
  - ii. the operation of the protocols underlying any Digital Asset, their functionality, security, or availability;
  - iii. whether Backed Digital Assets hold their value as against any asset, or if the issuer of the Backed Digital Asset holds sufficient reserves in relation to any Backed Digital Asset;
  - iv. any action or inaction in accordance with these Terms;
  - v. any inaccuracy, defect or omission of Digital Assets price data, any error or delay in the transmission of such data, and interruption in any such data;
  - vi. regular or unscheduled maintenance we carry out including any service interruption and change resulting from such maintenance;
  - vii. the theft of a device enabled to access and use EKKO Services;
  - viii. other users' actions, omissions or breaches of these Terms, and any damage caused by actions of any other third parties;
  - ix. (1) for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack; (2) in the event that your hardware fails, is damaged or destroyed or any records or data stored on your hardware are corrupted or lost for any reason; or (3) for your use of the internet to connect to the EKKO Services or any technical problems, system failures, malfunctions, communication line failures, high internet traffic or demand, related issues, security breaches or any similar technical problems or defects experienced;
  - x. our decision to reject your application to open a EKKO Account(s), in accordance with clause 7.1;
  - xi. any termination, suspension, hold or restriction of access to any EKKO Account or EKKO Services, including your inability to withdraw Digital Assets, issue Instructions or enter into Transactions during the period of any suspension, hold or restriction, in accordance with these Terms or any Product Terms;
  - xii. any Transaction limits applied to your EKKO Account, in accordance with clause 14.1;
  - xiii. any election by us to support or not support Digital Assets, in accordance with clause 15.1;
  - xiv. us being unable to contact you using the contact information you provided, in accordance with

clause 3.2; xv. us closing a dormant account, in accordance with clause 19.3; xvi. the failure of a Transaction or the length of time needed to complete any Transaction, in accordance with clause 12.1; xvii. the market making activities of the market makers, in accordance with clause 13.2; xviii. our reliance on any Instruction sent from your EKKO Account, or the Email Accounts; xix. our refusal or delay in acting upon any Instruction, in accordance with clause 11.1; xx. any breach of security of your Email Account or a Security Breach; xxi. losses caused to you by third party fraud or scams that involve EKKO only as the recipient of your Fiat Currency or Digital Assets, and/or the conversion of Fiat Currency to Digital Assets, and/or the transfer of Digital Assets away from our platform at your request; xxii. any losses arising or in connection with new offerings of Digital Assets, initial coin offerings (ICOs), or the decision to list or not list Digital Assets on the Platform; xxiii. the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of the EKKO Services or for delays or omissions of the EKKO Services, or for the failure of any connection or communication service to provide or maintain your access to the EKKO Services, or for any interruption in or disruption of your access or any erroneous communications between us, regardless of cause; and xxiv. any Transactions, Instructions, or operations effected by you or purported to be effected by you through your Email Account or EKKO Account; b. any loss of business, profits, anticipated savings or opportunities, or any special, punitive, aggravated, incidental, indirect or consequential losses or damages, whether arising out of or in connection with our Sites, the Platform, your EKKO Account, the EKKO Services, these Terms, the Product Terms, the Privacy Notice and/or any agreement entered into pursuant to, or in connection with, these Terms or otherwise; c. any losses or damages you may incur due to Manifest Error and/or in the event of extreme market volatility and/or as a result of any cancellation/amendment of any Transactions, howsoever arising, whether direct or indirect, special or consequential, including, but not limited to, loss of profit, loss of opportunity even if EKKO had been advised of the possibility of the same arising or that the same were reasonably foreseeable, save for any losses or damages caused by EKKO's fraud or bad faith; and/or d. any losses forming part of a Claim that has not been commenced by way of formal legal action WITHIN ONE CALENDAR YEAR of the matters giving rise to the Claim. YOU AGREE AND ACKNOWLEDGE THAT THIS CLAUSE VARIES ANY LIMITATION PERIOD OTHERWISE APPLICABLE BY LAW, AND THAT IF APPLICABLE LAW PROHIBITS THIS, THIS CLAUSE WILL BE READ AS A LIMITATION PERIOD OF THE MINIMUM ENFORCEABLE LENGTH. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, YOUR ATTENTION IS ALSO DRAWN TO CLAUSE 32 AGREEING THAT CLAIMS SHALL BE RESOLVED EXCLUSIVELY BY WAY OF BINDING ARBITRATION. 30.3

Damage or interruption. We are not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms, or other malware that may affect your computer or other equipment, or any phishing, spoofing, or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. You and, where relevant, your Permitted Users are responsible for all login credentials, including usernames and passwords and must keep security details safe at all times. RESOLVING DISPUTES: FORUM, ARBITRATION, CLASS ACTION WAIVER For the avoidance of doubt, nothing in this section will deprive

you of any mandatory legal right from which you benefit under Applicable Law. Notice of Claim and Dispute Resolution Period 31.1. Please contact EKKO first if you have any concerns with the Services. EKKO wants to address your concerns without resorting to formal legal proceedings, if possible. A ticket number will be assigned to you if your concerns cannot be addressed to your satisfaction at first instance. The issuance of the ticket number commences the internal dispute resolution procedure. EKKO will attempt to resolve the dispute internally as soon as possible. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding). 31.2. In the event the dispute cannot be resolved satisfactorily, and you wish to assert a Claim against EKKO, then you agree to set forth the basis of such Claim in writing in a "Notice of Claim," as a form of prior notice to EKKO. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your custody account email. After you have provided the Notice of Claim to EKKO, the dispute referenced in the Notice of Claim may be submitted by either EKKO or you to arbitration in accordance with the below clause (Agreement to Arbitrate). 31.3. For the avoidance of doubt, the submission of a dispute to EKKO for resolution internally and the delivery of a Notice of Claim to EKKO are prerequisites to commencement of an arbitration proceeding (or any other legal proceeding). 31.4. During the arbitration, the amount of any settlement offer made by you or EKKO shall not be disclosed to the arbitrator. Agreement to Arbitrate 32.1. Aside from where Applicable Law requires or provides you with a choice otherwise, you and EKKO agree that, subject to the immediately preceding clause above (Notice of Claim and Dispute Resolution Period), any Claim shall be determined by mandatory final and binding individual (not class) arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the HKIAC Rules for the time being in force, which rules are deemed incorporated by reference in this clause. 32.2. The seat of arbitration shall be Hong Kong. 32.3. The Tribunal shall consist of one (1) arbitrator to be appointed in accordance with the HKIAC Rules for the time being in force. 32.4. The language of the arbitration shall be in English. 32.5. You and EKKO further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including without limitation any objections with respect to the existence, scope or validity of the Agreement to Arbitrate, or to the arbitrability of any Claim. 32.6. The arbitration provisions set forth in this clause will survive termination of these Terms. 32.7. Limitation period for filing: Any arbitration against EKKO must be commenced by filing and serving a Notice of Arbitration in accordance with the HKIAC Rules within one (1) year after the date that the user asserting the Claim first found out or reasonably should have found out the alleged act, omission or default giving rise to the Claim ("Limitation Period"). For the avoidance of doubt, the Limitation Period shall include the Dispute Resolution Period set out at clause 31.1. There shall be no right to any remedy or relief for any Claim by the user if the Notice of Arbitration in respect of that Claim is not filed and served on EKKO within that Limitation Period. If the Limitation Period is contrary to applicable law, the user shall be required to bring any Claim against EKKO within the shortest time period permitted by the applicable law. A Notice of Arbitration may be served on EKKO in accordance with the Applicable Laws and rules of service. 32.8. Notice: if EKKO commences arbitration against you, EKKO will give you notice at the



email address or mailing address you have provided. You agree that any notice sent to this email or mailing address shall be deemed effective for all purposes, including without limitation to determinations of the adequacy of service. It is your obligation to ensure that the email address and/or mailing address on file with EKKO is up-to-date and accurate.

**Confidentiality 33.1.** The parties agree that the arbitration shall be kept confidential. The existence of the arbitration, the existence or content of the Claim, all documents and information provided or exchanged in connection with the arbitration, and any submissions, orders or awards made in the arbitration shall be kept confidential and no party shall disclose any of the foregoing to any third party except the tribunal, the HKIAC, the parties, their counsels, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other persons necessary to the conduct of the arbitration. Notwithstanding the foregoing, a party may disclose such confidential information: a. if the written consent of the other party is obtained; b. to the extent required by applicable law or by the regulations of any regulatory or supervisory authority of competent jurisdiction to which the party is or may become subject to or pursuant to any order of court or other competent authority or tribunal of competent jurisdiction; c. in connection with the commencement, pursuit or defence by a party of any bona fide legal proceedings to enforce or challenge any award rendered in the arbitration; and d. to the extent that the relevant confidential information is in the public domain otherwise than by breach of this agreement. This term of confidentiality in this clause shall survive termination of these Terms and conclusion or stay of any arbitration brought pursuant to these Terms.

**Governing law** Aside from where Applicable Law requires or provides you with a choice otherwise, these Terms (including this arbitration agreement) shall be governed by, and construed in accordance with, the laws of Hong Kong.

**Class action waiver** You and EKKO agree that any Claims shall be brought against EKKO in an arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You further agree to waive any right for such Claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable law. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of EKKO.

**GENERAL terms 36.1. Applicable Law.** You and any Permitted User must comply with all Applicable Law, licensing requirements and third party rights (including data privacy laws and anti-money laundering and countering the financing of terrorism laws) in your use of the EKKO Services, your EKKO Account and the Platform.

**36.2. Notices.** We may give notice by email to your Email Account. It is your responsibility to ensure that the Email Account is up to date and accurate. Notices may be given, and are deemed to be received, if sent to your Email Account, whether or not a notice of delivery failure is received. You may give us notices only as we direct, which may change from time to time. Any notices, consent or other communication given under these Terms must be in writing, in English, and signed or otherwise authorised by the party giving it.

**36.3. Announcements.** All official announcements, news, promotions, competitions and airdrops will be listed on the Website. These announcements are important, and may relate to issues that may impact the value of your Digital Assets, or their security. You are responsible for monitoring the Website and reading and considering these announcements.

**36.4. Entire agreement.** The Terms, together with any applicable Product Terms, constitute the whole agreement between you and us with respect to the EKKO Services. Each party acknowledges that it has not

relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Terms or any Product Terms. 36.5. Assignment. You may not assign or transfer any of your rights or obligations under the Terms without our prior written consent, which may, in some cases, require additional information to be provided or enhanced due diligence to be performed. However, we may assign or transfer any of our rights or obligations under the Terms at any time to anyone else, including, without limitation, in connection with any merger, acquisition, or other corporate reorganisation involving EKKO. 36.6. Invalidity. If, at any time, any clause or sub-clause of the Terms is or becomes illegal, invalid, or unenforceable in any respect, neither the legality, validity or enforceability of the remaining clauses or sub-clauses will in any way be affected or impaired. 36.7. Records. You agree that we may record any telephone, email and chat conversations with you, as well as any other forms of communications, including communication used to give Instructions or effect Transactions, between you and us, and that the recordings may be used as evidence in any proceedings relating to any agreement with you. These records will be our sole property. 36.8. Language. These Terms may be translated into a language other than the English language. Any such translation is provided solely for your convenience. In the event of inconsistency or ambiguity, the English text will prevail. 36.9. Third party rights. Other than in relation to EKKO Affiliates, nothing expressed or referred to in these Terms will be construed to give any person other than the parties to these Terms any legal or equitable right, remedy, or claim under or with respect to these Terms or any clause or sub-clause of these Terms. The Terms and all of its clauses and sub-clauses are for the sole and exclusive benefit of the parties to these Terms and their successors and permitted assigns. 36.10. Survival. All clauses and sub-clauses of these Terms, which by their nature extend beyond the expiration or termination of these Terms, will continue to be binding and operate after the termination or expiration of these Terms. 36.11. Relationship of the parties. EKKO is not an agent of you in the performance of these Terms. These Terms shall not be interpreted as facts or evidence of an association, joint venture, partnership, or franchise between the parties. 36.12. Digital Assets. We record in your EKKO Account the quantity and type of any Digital Assets that are held to your credit. EKKO is not a trustee of, and does not owe any trustee duties in relation to, any Digital Assets held to your credit. When you Instruct EKKO to transfer or otherwise deal with Digital Assets, EKKO will not use any specific Digital Assets, however identifiable, to act on your Instructions. Subject to these Terms, EKKO will use Digital Assets in the same quantity and of the same type as those credited to your EKKO Account when acting on your Instructions. 36.13. Force Majeure. We will not be liable for any delay or failure to perform as required by these Terms to the extent the delay or failure is caused by a Force Majeure Event. 36.14. No waiver. No delay or omission by us in exercising any right or remedy under the Terms will operate as a waiver of the future exercise of that right or remedy or of any other rights or remedies under the Terms. The rights and remedies provided in the Terms are cumulative and not exclusive of any rights or remedies provided by Applicable Law. 36.15. Set-off. In addition to any legal or other remedy available under the Terms or by law, we may set-off any amounts you owe to us under the Terms or otherwise. You must pay all sums that you owe to us free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by Applicable Law. 36.16. Privacy of others. If you receive information about

another user through the Platform or from utilising the EKKO Services, you must keep the information confidential and only use it in connection with the EKKO Services and always in accordance with Applicable Law. You must not disclose or distribute any user information to a third party or use the information in any manner except as reasonably necessary to effect a Transaction.

36.17. Publication of breaches. Where you have breached these Terms, EKKO may publish, or otherwise provide its users with details of the breach, including any information that you have provided EKKO. EKKO may only do so where it determines that doing so is necessary for the protection of other users, and consistent with Applicable Law.

36.18. Death of EKKO Account holder. In the event of your death or incapacity, the representative(s) or legal beneficiary/beneficiaries of your estate may give us written notice. If we have reason to believe you have died, we may suspend your EKKO Account. Your EKKO Account will be suspended until: a. a representative of your estate or authorised beneficiary completes a successful inheritance application to receive the assets in your EKKO Account in accordance with our requirements which may be amended from time to time without notice; or; or b. you provide satisfactory proof that you are not deceased. Our ability to provide your representative(s) with the assets in your EKKO Account is subject to the restrictions imposed by Applicable Law and these Terms. We do not commit to any particular timeline for the transfer of assets held to the credit of your EKKO Account.

36.19. Tax. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report, and remit the correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether any taxes apply to your use of the EKKO Services, or for collecting, reporting or remitting any taxes arising from any Transaction or use of the EKKO Services. You acknowledge that we may make certain reports to tax authorities regarding Transactions made on the Platform, and that we may, in our sole discretion or as required by Applicable Law, provide you with additional documentation or records needed by you to calculate any tax obligations. We may also withhold and deduct at source any taxes due under Applicable Law in our sole discretion.

Definitions and interpretation In these Terms: a. clause headings and numbering are for convenience only and do not affect the meaning, priority or interpretation of any clause or sub-clause of these Terms; b. the words “include” or “including” shall mean including without limitation and include without limitation respectively; c. any undertaking to do or not do a thing shall be deemed to include an undertaking not to permit or suffer the doing of that act or thing; d. words importing the singular include the plural and vice versa and words importing a gender include any gender; e. any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of these Terms or that document; and f. in the event of inconsistency between these Terms (including any documents referred to in these Terms) the inconsistency shall be solved by giving such provisions and documents the following order of precedence: i. the Product Terms; ii. the Privacy Notice; and iii. these Terms. g. except where the context requires others, the following terms shall have the following meanings: Access IDs means your EKKO Account details, username, passwords, personal identification numbers, API keys, API secret keys, or any other codes or forms of authentication that you use to access your EKKO Account or the EKKO Services or to send Instructions. Account History means the written record (including electronic records) of your Transactions and your EKKO Account. API means application program interface. Applicable Law means

all relevant or applicable statutes, laws (including rules of common law), principles of equity, rules, regulations, regulatory principles and requirements, notices, orders, writs, injunctions, judgements, bye-laws, rulings, directives, proclamations, circulars, mandatory codes of conduct, guidelines, practice notes and interpretations (whether of a governmental body, regulatory or other authority, or self-regulatory organisation of which EKKO is a member), that are applicable to the provision, receipt or use of the EKKO Services, or any other products or deliverables provided, used or received in connection with the EKKO Services, these Terms, or any Product Terms. Backed Digital Assets has the meaning given to it in clause 15.3. EKKO, we, our or us means Pitfactor Private Limited (a company incorporated under the laws of Singapore with registration number 201628612N and address at 10 HOE CHIANG ROAD #05-03, KEPPEL TOWERS, SINGAPORE (089315)). EKKO Account means any accounts (including Corporate EKKO Accounts) or sub-accounts (including any EKKO Sub-Account), which are opened by EKKO for you to record your use of EKKO Services. EKKO Affiliates means with respect to Nest Services Limited: any other person which, directly or indirectly, Controls, is Controlled by, or is under common Control with, Nest Services Limited. EKKO API means an API made available by a EKKO Affiliate to you as a service, or third-party applications relying on such an API. EKKO IP means the Created IP and all other Intellectual Property Rights owned by or licensed, on a sub-licensable basis, to us as at the date of the Terms and any other Intellectual Property Rights owned or acquired by or licensed, on a sub-licensable basis, to us after the date of these Terms, and which are provided by us to you in the course of providing you with the EKKO Services. EKKO Services means the services offered by us to you through the Platform. EKKO Sub-Account means a sub-account that is set up under a primary EKKO Account. Chat Service has the meaning given to it in clause 5. Claim means any dispute, claim, difference or controversy between you and EKKO (and/or any EKKO Affiliates) arising out of, in connection with, or relating in any way to: (a) these Terms or any Product Terms, including their existence, validity, subject matter, interpretation, performance, breach, negotiation, termination, enforceability or the consequences of their nullity; (b) your relationship with EKKO (and/or any EKKO Affiliates) as a user (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms); or (c) any non-contractual obligations arising out of or relating to these Terms, or any Product Terms, or your relationship with EKKO (and/or any EKKO Affiliates). Control means the power of a person to secure that the affairs of another are conducted in accordance with the wishes of the first person whether by means of: (a) in the case of a company, being the beneficial owner of more than fifty percent (50%) of the issued share capital of or of the voting rights in that company, or having the right to appoint and remove a majority of the directors or otherwise control the votes at board meetings of that company by virtue of any powers conferred by the organisational documents, shareholders' agreement, a majority of the board of directors or any other document regulating the affairs of that company or by any other means; or (b) in the case of a partnership, being the beneficial owner of more than fifty percent (50%) of the capital of that partnership, or having the right to control the composition of or the votes to the majority of the management of that partnership by virtue of any powers conferred by the partnership agreement or any other document regulating the affairs of that partnership or by any other means. Corporate EKKO Account means a EKKO Account maintained for a corporation, entity,

or other organisation for the provision of EKKO Services. Created IP means any Intellectual Property Rights created by you pursuant to these Terms, including the User Materials, but excluding any other User IP. Digital Assets means a digital representation of value or rights which may be transferred and stored electronically, using distributed ledger technology or similar technology, including, but not limited to, cryptocurrencies, stablecoins, non-fungible tokens and tokenised derivatives of any other digital asset. Dominant Digital Asset means a Forked Digital Asset that has dominance over one or more other versions of a Digital Asset that was subject to the relevant Fork, as determined by us in our sole discretion. Email Account means the email account(s) associated with your EKKO Account(s), as agreed with EKKO from time to time, in accordance with any processes identified by EKKO when using the Platform. Fiat Currency means any government or central bank issued national, or supra-national, currency, or other monetary obligation denominated in such currency and which is not a Digital Asset. Force Majeure Events means: a. any fire, strike, riot, civil unrest, terrorist act, war or industrial action; b. any natural disaster such as floods, tornadoes, earthquakes and hurricanes; c. any epidemic, pandemic or public health emergency of national or international concern; d. any act or regulation made by a government, supra national body or authority that we believe stops us from providing EKKO Services on the Platform; e. the suspension or closure of any EKKO Affiliate; f. the nationalisation of any EKKO Affiliate; g. the imposition of limits or unusual terms by a government on any Digital Assets traded on our Platform; h. excessive changes to the price, supply or demand of any Digital Asset; i. technical failures in transmission, communication or computer facilities including power failures and electronic or equipment failures; j. the failure of any supplier, intermediate broker, agent, principal custodian, sub-custodian, dealer, exchange, staking platform, liquidity pool, bridge provider, issuer of a Backed Digital Asset, market maker, clearing house or regulatory organisation to perform its obligations to us; k. liquidity providers not providing, or being unable to provide liquidity to us; l. any labour or trade disputes, strikes, industrial actions or lockouts (other than in each case by EKKO or the EKKO Affiliates); and/or m. an event which significantly disrupts the market for Digital Assets, which could include excessive movements in the price, supply or demand of a Digital Asset, whether regulated or unregulated. Fork means any planned, unplanned, sudden, scheduled, expected, unexpected, publicised, not well-known, consensual, and/or controversial changes to the underlying operating rules of certain Digital Assets that may occur from time to time, in such a way as to result in the creation of one or more related versions of an existing Digital Asset. Forked Digital Asset means a Digital Asset that results from a Fork. Improper Intent means EKKO reasonably determines that there may be actual or suspected market manipulation and market abuse on your part, including (without limitation), capitalising on opportunities where the executable price of a Transaction does not reflect prevailing market rates, or taking unfair advantage of the way in which EKKO offers prices. Instruction means any instruction, request, or order given to EKKO by you or a Permitted User in relation to the operation of your EKKO Account or to execute any Transaction, through such medium and in such form and manner as EKKO may require. Intellectual Property Rights means: (a) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and rights to apply for registration, of any of the foregoing rights; and (c) all other intellectual property rights and equivalent or similar

forms of protection existing anywhere in the world. List of Prohibited Countries means the list of countries. Local Terms means the terms governing your use of the EKKO Services provided in any particular jurisdiction. Losses has the meaning given to it in clause 29.1. Manifest Error means any error, omission or misquote (whether an error of EKKO or any third party) which is manifest or palpable, including a misquote by any representative of EKKO taking into account the current market and currently advertised quotes, or any error of any information, source, official, official result or pronunciation. Mobile App means any mobile application developed or provided by us or any of the EKKO Affiliates that enables you to use or otherwise access EKKO Services. Permitted User means any person identified by you and communicated to us, in accordance with these Terms, that is authorised to act on a user's behalf with respect to any Corporate EKKO Account, or with our prior written consent, on behalf of a third party with respect to a EKKO Sub-Account associated with a Corporate EKKO Account. Platform means the digital platform that we or any of the EKKO Affiliates may make accessible to you via Sites, the Mobile App, a EKKO API or by such other means as EKKO Affiliates may prescribe from time to time for the use of EKKO Services. Privacy Notice means the privacy notice. Product Terms means the product-specific terms and conditions that apply to the use of a EKKO Service, in addition to these Terms. Regulatory Authority means any foreign, domestic, state, federal, cantonal, municipal or local governmental, executive, legislative, judicial, administrative, supervisory or regulatory authority, agency, quasi-governmental authority, court, commission, government organisation, self-regulatory organisation having regulatory authority, tribunal, arbitration tribunal or panel or supra-national organisation, or any division or instrumentality thereof, including any tax authority. Restricted Person means a person or legal entity who (a) is included in any trade embargoes or economic sanctions, terrorist or corrupt foreign officials list (such as the United Nations Security Council Sanctions List, issued by a government agency including the list of specially designated nationals maintained by the office of foreign assets control of the U.S. Department of the Treasury (OFAC), or the denied persons or entity list of the U.S. Department of Commerce), or by the United Kingdom, European Union, Canada) or (b) resides, or is established, or has operations in, in any country listed in the List of Prohibited Countries. Risk Warning means the general risk warning published on the Website. Security Breach means a. your EKKO Account(s) or any of your Access IDs have been compromised; b. the loss, theft, or unauthorised use of any of your Access IDs or any unauthorised access to and use of your EKKO Account or the EKKO Services on your behalf; or c. any other security incident (including a cyber-security attack) affecting you and/or EKKO. Sites means our Website and any other websites, pages, features, or content we own or operate. Supported Digital Assets means those Digital Assets that are available in connection with your use of the EKKO Services. Terms means these terms of use, together with any other documents expressly incorporated by reference, including the Product Terms, in each case as amended or supplemented from time to time. Trade Marks means the Intellectual Property Rights in the trademarks, service marks and logos used and displayed on or through the Platform, the Sites and/or the EKKO Services. Transaction means selling, purchasing, or entering into any other type of transactions, or agreeing to sell, purchase or enter into any other type of transactions involving Digital Asset(s), their derivatives, other asset(s) or product(s) as EKKO may from time to time permit to be carried out on the Platform, and depositing or withdrawing Digital Assets or Fiat

Currency into or out of your EKKO Account. User IP means the Intellectual Property Rights owned by or licensed to you as at the date of these Terms and any other Intellectual Property Rights owned or acquired by or licensed to you after the date of these Terms, excluding EKKO IP. User Materials means the Intellectual Property Rights in any reviews, posts, information, data, and comments you or other users provide to us on the Sites (through our “Contact Us” pages or otherwise), the Platform, through use of EKKO Services, or otherwise. Website means the website located at .

## Privacy

**PRIVACY POLICY STATUS AND ACCEPTANCE OF PRIVACY POLICY** This Privacy Policy (hereinafter referred to as the “Policy”) sets forth the general rules of Users, Participant’s Personal Data collection, processing, distribution, use and keeping by the Company during the \$EKKO Sale event / ICO, as well as some of the general rules and procedures in accordance with the relevant Anti- Money Laundering rules (“AML”) in case if company will be considered subject to it. IF YOU (USER, PARTICIPANT) DO NOT AGREE WITH PROVISIONS OF THIS PRIVACY POLICY, YOU HAVE TO RESTRAIN FROM USING OF THE WEBSITE OR PARTICIPATION IN THE \$EKKO SALE EVENT. Throughout this Policy, EKKO (“Company”, “We”, “Us”) use the term “Personal Data” to describe information that can be associated with a specific person (the Participant) and can be used to identify that person (including the information about the Participant’s activities, such as information about Your use of the Website, time spent on Website, activities during visit of the Website, when directly linked to personally identifiable information, including automatically collected). Company does not consider Personal Data to include information that has been anonymized so that it does not identify a specific Participant or if the information cannot identify You. The legal entity, which acts as a Personal Data Processing Company is EKKO This Policy is inalienable part of the General Terms & Conditions of \$EKKO Sale (“Terms”). In terms not regulated by this Policy, the General Terms & Conditions of \$EKKOs Sale shall apply to the relationships that arise hereunder. The definitions set forth herein and mentioned with capital letter shall have the meaning as described in General Terms & Conditions of \$EKKO Tokens Sale. Each Participant shall carefully read and comply with this Policy. It is understood and presumed that by the fact of the Website use, by checking the boxes, which are shown during the registration procedure on the Website and / or \$EKKOs purchase during the Token Sale or otherwise or by providing Us the Personal Data directly on our request, the respective User fully read, understood and accepted this Policy and provided us with an informed consent. If any User does not agree with this Policy in general or any part of it, such User must not access and use the Website and/or purchase \$EKKOs.

**COLLECTION, PROCESSING AND USE OF PERSONAL DATA** The purpose of personal data collection, storage and processing within the Company is identification of You as Participant of the Token Sale as well as others later described. EKKO collects Personal Data from running the Website and use Personal Data, provided by You. When User, Participant visit or use our products, Company collect the Personal Data sent to us by Your computer, mobile phone, or other access device. This Personal Data includes (collected automatically even if You do not participate in Token Sale or register User Account with us): (1) Your IP address; Other information, such as: device information including, but not limited to, identifier, name, and type, operating system, mobile network information, or Standard web log information, such as Your browser type, or the pages You accessed on Website may also be collected. When the Participant use a location-enabled device with Company Website and products, we may collect geographical location data or use various means to determine the location, such as sensor data from the Participant’s device that may, for instance, provide data on nearby cell towers and Wi-Fi access spots. However, we will not release Your personally identifying information of such kind to any third party without Your consent, except as set forth herein. If User wants to purchase \$EKKOs (to become a Participant),



Company collects and store the following types of Personal Data about You: (1) Your wallet address; 9. In certain circumstances (when additional verification by compliance authority, other state body is required according to governmental rules, our AML or KYC policies) Company may (but it will not be required as standard) require You to provide additional information, and namely: (1) Your First and Last Names; (2) Your email; (3) Passport information (number, serial information, issue date, expiry date, Your photo and may include other information depending from issuing country); (4) Data of Birth; (5) Other information upon request. The abovementioned information (in clause 9) and details shall be provided upon special personal request to the Participant and specified in respective email or message on the Website. We do not process any sensitive Personal Data (the term is given in accordance with official definition, which is given in the General Data Protection Regulation [GDPR], such as religion, race, ethnicity and/or political views. If any of the above documents are requested, prior to sending them to us we may require them to be certified as a true copy of the original by a Solicitor or a Lawyer who must use their company stamp or personal stamp, if applicable. We require the documents to be sent to us in high quality colour format. We reserve the right to reject any documents, which do not comply with the above or if we have doubts as to their veracity. Company shall request the basic Personal Data, described in clause 8, prior to purchase of \$EKKOs. Personal Data described in clause 7 shall be collected even if You just browse the Website. If the Participant does not provide Company with the Personal Data as specified in clauses 8, 9 hereof, the Participant may not be able to use the full functionality of the Website and purchase \$EKKOs and/or use the Website. In such event, Company shall not bear any liability for such possible incomplete use. In no event will the Company or any of the Company Affiliates be liable for any indirect, special, incidental, consequential, or exemplary damages of any kind (including, but not limited to, where related to loss of revenue, income or profits, loss of use or data, or damages for business interruption) arising out of or in any way related to the submitting of the fake documents or false Personal Data. Only Participants bear full responsibility for such actions. Company may refuse the Participant access to the Website, purchase of Tokens in case if Company have grounded doubts as to validity, authenticity and genuineness of the Personal Data, provided by the Participant. When User, Participant access the Website or use Company's products or services we may place small data files called "cookies" on the Participant's computer or other device. Company may use these technologies to recognize You as our Token Sale Participant, customize Website and advertising, measure promotional effectiveness and collect information about Your computer (as described in clause 7 hereof) or other access device to mitigate risk, help prevent and promote trust and safety. You may control the use of cookies within Your internet browsers' settings. If you reject or delete certain cookies, be aware that the performance of the related features and functions of our Website and services may be impaired, as collected cookies have a critical importance. Detailed list of cookies, which are processed can be sent to You upon request as well as other technical information in relation to the usage of cookies. Company collect from the User, Participants only the Personal Data that we need for their proper use of the Website or for purchase of \$EKKOs or in situations when required to comply with applicable laws. In particular, Company uses the provided Personal Data to: (1) Administer Website; (2) Personalize Website for You; (3) Identify You as Participant of the Token Sale (arranging Tokens delivery, providing of payment confirmation, guidance through the Token Sale

procedure and etc); (4) Send You technical notices, support and administrative messages or provide other guidance during the participation in the Token Sale; (5) Communicate with You about products, services, promotions; (6) Monitor and analyse trends, usage and activities in connection with Website; (7) Detect, investigate and prevent fraudulent transactions and other illegal activities and protect the rights and property of the Company and others; (8) Verify compliance with the terms and conditions governing the use of Website. The Company is the only data controller and processor, except for the cases when there is an objective Company's need to control/process or store Personal Data at Company's counterparties or agents, subject to providing relevant safeguards for the stored Personal Data. Participant, may have access to reviewing and editing Personal Data at any time by communicating us in writing. Moreover, Participant also have the right to: (1) receive information regarding purposes of Personal Data collection, regarding third parties to which we disclose Personal Data, information, regarding safeguards that are applicable for secure storage of his Personal information, period of time for which Personal Data will be stored; (2) demand erasure of personal data concerning Participant. Company shall fulfil such demand in appropriate period of time. If there is no other lawful ground for storing and processing Participant's Personal Data, as prescribed in Applicable Law, Company shall erase such information. If there is another legal ground for such processing, Company shall notify Participant in appropriate period of time (such as necessity to fulfil contract's obligations between the Participant and Company). (3) object processing of Personal Data concerning Participant under circumstances, that are prescribed in Applicable Law. In case of such objection, Company shall restrain from processing of Participant's Personal Data, if there are no other legal grounds for continuing of processing; (4) Participant have the right to ask us for providing him with a structured list of previously provided Personal Data. Participant also can ask Company to transmit his Personal Data to previously chosen third party; (5) to demand restriction of the storing and processing of the Personal Data, if legal grounds for such demands have arisen as prescribed in Applicable Law. Company will not publish any Personal Data related to Your purchase of \$EKKOs without Your prior. Explicit and written consent. 17. Company shall gather Personal Data only in scope, that is required for providing with relevant services (with respect to provisions, that are stipulated in clause 13) and that confirms with purposes of such collection. Moreover, we do not process Your Personal Data for longer period of time, than it is required by Applicable Law. When Processing Your Personal Data, we rely on the following reasons (grounds): (1) Existence of a contract between the User and Company: by purchasing \$EKKOs You and Company enter into a contract for the provision of certain Services, as is stipulated in the Terms. (2) Legitimate interest; (3) Legislative requirements: Company may process User's, Participants Personal Data, if it is required by the law that applies to Company. (4) Consent. If Company learns of a security systems breach, then we may attempt to notify Participant's electronically so that they can take appropriate protective steps. We may post a notice on the Website if a security breach occurs. When the Personal Data breach is likely to result in a high risk to the rights and freedoms of users, the Company shall send warning emails (to the addresses, that have been previously provided) to users, Personal Data of which may be exposed. **PERSONAL DATA PROTECTION AND SHARING** Company will do any and all efforts and actions prescribed by Applicable Law to store any of Your personal data in secrecy. Company store and process Your Personal

Data on our servers in various jurisdictions, where our facilities and/or service providers are located. By using of our Website and by submitting Your Personal Data You agree to this transfer, storing, or processing. Company will take all steps reasonably necessary to ensure that Your Personal Data is treated securely and in accordance with this Policy. We protect Your Personal Data under internationally acknowledged standards, using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorized access, disclosure, and alteration. Some of the safeguards used are firewalls and data encryption, physical access controls to our data centres, and information access authorization controls. From time to time, the Personal Data may be also stored in other locations, and in such cases, Company will perform reasonable efforts to ensure, that the Personal Data will be stored and processed with the reasonable level of care and security. Company is sometimes required to compare the Personal Data You provide to third party databases in order to verify its accuracy and confirm Your identity. As a general rule, Company will not share Your Personal Data with any third parties. From the other hand, in certain cases, Company reserves the right to share Your Personal Data with: (1) Companies that we plan to merge with or be acquired by (should such a combination occur, Company will notify You and will require that the newly combined entity follow these terms with respect to Your Personal Data); (2) Law enforcement, government officials, or other third parties when we are compelled/ordered to do so by a subpoena, court order, or similar legal procedure; or we believe in good faith that the disclosure of Personal Data is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of any of Company's policies; (3) Other third parties only with Your prior consent or direction to do so; Company will not provide Your Personal Data to any other website or third party other than described above without Your consent or direction. Company will not sell or rent Your Personal Data to third parties. We may combine Your Personal Data with information we collect from other companies and use it to improve and personalize the Website and our products, as well as our content and advertising. Company's Website may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates (including, but not limited to, websites on which our Website is advertised). If You follow a link to any of these websites, please note that these sites and any services that may be accessible through them have their own privacy policies and that Company do not accept any responsibility or liability for these policies or for any Personal Data that may be collected through these websites or services, such as contact and location data. Please check these policies before You submit any Personal Data to these websites or use these services. **RETAIN INFORMATION** 28 In accordance with Applicable Law and as needed to provide services to Participants, Users we may store Your Personal Data. This requirement is conditioned by the need of complying with legal obligations and resolving possible disputes. Company may retain Your Personal Data for as long as You possess \$EKKOs and/or use the Website. Moreover, Your Personal Data may be hold beyond the abovementioned period till it is indispensable for Company to have relevant information to respond to any issues that may arise later. **SECURITY** Company uses relevant electronic and procedural safeguards to protect the privacy of the information the User, Participant provide to us from loss, misuse, disclosure, alteration and destruction. Please note that transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is not one hundred percent secure.

Please note that Company is not liable for the security of any data Participants, Users are transmitting over the Internet, or third-party content. CHANGE/UPDATE/DELETE PERSONAL DATA You have a right to demand Company to provide You access to Your Personal Data and to require the correction, updating or deletion of incorrect or/and inaccurate data by contacting us. Nevertheless, this request must comply with General Terms & Conditions of \$EKKO Sale and respective legal obligations. AMENDMENTS Company reserves the right to modify or amend this Policy at its own discretion. The last version in force is always available on the Website. If such modifications or amendments will occur, Company shall notify You via email (but only in case if changes are significant). Your continued usage of the Website shall mean Your acceptance of those modifications or amendments. DISCLAIMERS AS FOR CHILDREN UNDER AGE OF 13 Company does not knowingly collect personal identifiable information from children under the age of thirteen (13) without verifiable parental consent. If it is determined that such information has been inadvertently collected on anyone under the age of thirteen (13), we shall immediately take the necessary steps to ensure that such information is deleted from our system's database. DISCLAIMERS AS FOR MINORS (UNDER AGE OF 18). Minors can only use our Services under the supervision of their parents/legal guardians and we always suggest minors (under the age of 18) not to submit any Personal Data to us or use any of the Services. Consent for processing of minor' Personal Data shall be given by their holder of parental responsibility over the minor. Still, persons under 18 years age are restricted from purchasing \$EKKOs. To discontinue or unsubscribe to our Website, or if You need any additional information in regard to this Privacy Policy, other questions, please send contact Us.