



TERMS OF USE AND SERVICE

By accessing any of the services offered by LGO Europe SAS or its affiliates (collectively, “**LGO**” and such services, the “**LGO Services**”), you (the “**Client**”) represent that you have read and agree to abide by the following terms (the “**Agreement**” or “**Terms**”), including the binding arbitration provision which may significantly your legal rights in case of a dispute. Client understands that if it does not consent to these Terms, it will not use or access the LGO Services.

LGO may amend these Terms at any time by posting a revised version to the LGO Website or by emailing a copy to Client. Client’s continued use of the LGO Services after such notice constitutes Client’s consent to be bound by the then-in-effect Terms. If you have any questions about these Terms or your rights and obligations arising from them, please contact support@lgo.group.

Last Updated: March 24, 2020

1. DEFINITIONS

Capitalized terms used herein will be interpreted in accordance with the following definitions:

Authorized User: Individuals designated by Client on the account application form that are authorized to access, trade, or otherwise transact through the LGO Services.

Digital Asset: Means bitcoin (“**BTC**”), Paxos Standard (“**PAX**”), USD Coin (“**USDC**”), and any other digital asset, blockchain token, or virtual currency made available through the LGO Services.

LGO Account: The account opened on behalf of Client by LGO Europe or LGO Markets, respectively, in order for Client to access the LGO Platform and other LGO Services (as applicable) after submission of the required information and LGO approval.

LGO Europe SAS: French company operating the LGO Platform and offering the LGO Services whose registered address is at 110 rue du jardin public, 33000 Bordeaux, France.

LGO Markets LLC: U.S. affiliate company that provides business development, operational, and compliance support to LGO Europe that is registered in Delaware with its principal place of business at 221 River St., 9th Floor, Hoboken, New Jersey 07030.



LGO Platform: The LGO Platform is the trading software owned by LGO SAS and operated by LGO Markets LLC and LGO Europe SAS, which allows users to transact in Digital Asset.

LGO SAS: The parent company of LGO Europe and LGO Markets that provides the technology and its support whose registered office is at 675 route du Puy d'Or, 69760 Limonest, France.

LGO Services: The LGO Services include all products and services offered by LGO, including but not limited to Digital Asset custody, the purchase and sale of Digital Assets for fiat currencies, a Digital Asset spot trading platform, the LGO Website, and any other such services that LGO may make available in its sole discretion.

LGO Website: The site (and attendant pages) located at <https://lgo.group/>.

Transaction: Any transaction concluded by Client through the LGO Services, whether orally or otherwise, pursuant to the terms of this Agreement, as may be subsequently confirmed by LGO.

2. ELIGIBILITY REQUIREMENTS

By accessing or using the **LGO Services**, Client represents and warrants to LGO that:

- a) It has not previously been suspended or removed from the LGO Platform or had its access to an LGO Account revoked;
- b) It has full capacity to enter into and be bound by this Agreement and the individual executing the Agreement has full legal and corporate capacity and authority to do so;
- c) It will not use the LGO Services if the laws of the country or jurisdiction in which it is resident or in which its principal place of business is located prohibit it from doing so;
- d) It is currently in good standing with all applicable government agencies, departments, regulatory or supervisory bodies in all applicable jurisdictions and shall immediately notify LGO if it ceases to be in good standing with any regulatory authority;
- e) It is not located in, under the control of, or a resident of any country to which the European Union, United States, or the United Nations has embargoed goods or services;



- f) None of its senior officers, directors, principals or affiliates (i) are identified as a “Specially Designated National,” (ii) have been placed on the any denied persons list, or (iii) are subject to any law, regulation, or sanctions list of any government authority that would prohibit or limit LGO’s ability to conduct business with Client; and
- g) It will comply, in all necessary respects, with the LGO’s anti-money laundering (“*AML*”) compliance program (as outlined in Section 4).

Notwithstanding the foregoing, LGO may determine that Client is ineligible for an LGO Account if it believes, in its sole discretion, that providing such Services would violate any law, rule, regulation, agreement, government sanctions list, court order, or provision of these Terms.

3. LGO PLATFORM AND LGO SERVICES

- a) Spot Trading Services. Through the LGO Account, Client has the ability to place various types of orders and transact with other users (“*Counterparties*”) on the LGO Platform. The LGO Platform allows for the anonymous matching of orders between Client and such Counterparties in order to effectuate the purchase or sale of Digital Assets (each, a “*Transaction*”). Orders entered on the LGO Platform are required to be pre-funded (as described in Section 6), except to the extent otherwise agreed to by Client and LGO in LGO’s sole discretion.
- b) Custody of Digital Assets. LGO establishes segregated Digital Asset wallets for Client funds using independent third-party technology providers contracted to provide services to LGO Europe. As long as Digital Assets are maintained in the Client’s LGO Account, LGO retains control over electronic private keys associated with the wallet address. Client acknowledges that Digital Assets held for their benefit by LGO are not subject to deposit insurance protections.
- c) OTC Services. LGO also provides certain Clients access to off-exchange trading in Digital Assets against fiat currencies through its over-the-counter (“*OTC*”) execution services. Client understands that Transactions effectuated through the OTC Services are separate and distinct from those effectuated through the LGO Platform (and may include assets not available on the LGO Platform). Client faces LGO as the counterparty for all OTC Transactions. Client understands the OTC Transactions may be subject to minimum trade sizes, which LGO posts on its website and may change from time to time. These Terms supplement any LGO Master Purchase Agreements entered into between Client and LGO that govern the OTC Services.
- d) Additional Services. In addition to the Services described above, LGO may offer other Services through the LGO Account to Clients that fulfill certain eligibility criteria to the satisfaction of LGO in its sole discretion.



e) Fee Collection. Client understands that LGO reserves the right to charge various Transaction and other fees associated with the LGO Services and LGO Account. Client hereby agrees to pay any and all such fees charged by LGO. Client understands that LGO may create bespoke fee arrangements per Client. LGO has sole and absolute discretion to adjust the fees it charges in connection with the LGO Services, which shall be binding after notice to the Client, which shall be done via email, posting to the website, or any other form of communication between LGO and the Client. Use of the Client's LGO Account or the LGO Services after the effective date of the fee adjustments constitutes acceptance of the fee adjustment.

f) Risk Disclosure. Client understands that LGO does not provide any financial, investment, business, accounting, tax, legal, or other advice to Client. Client agrees that use of the LGO Services is entirely at its own risk. Client represents that it has read and accepts the risks included in the Risk Disclosure Statement posted on the LGO Website (as may be amended from time to time and which is non-exhaustive).

4. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

a) Applicable Laws and Regulations. Client understands that it is its responsibility to ensure that its use of the LGO Services complies with all laws, rules, and regulations of the applicable jurisdiction and regulatory authorities. Client hereby represents that it operates in full compliance with all applicable laws, rules and regulations in each jurisdiction in which it operates, including obtaining and maintaining all necessary licenses, registrations, and permits.

b) Unavailability of LGO Services in Certain Jurisdictions. Client understands that the LGO Services are not available in all jurisdictions and are not provided to, and may not be used by, any person in any jurisdiction where the provision or use thereof would be contrary to applicable laws and regulations ("**Restricted Jurisdiction**"). Client agrees to refrain from using the LGO Service if it is incorporated, or its principal place of business is located in a Restricted Jurisdiction. Such Restricted Jurisdictions are subject to change at any time. In the event a jurisdiction becomes a Restricted Jurisdiction, LGO will seek to provide Clients residing in that jurisdiction with notice via email or other means deemed necessary regarding their access to the LGO Services. Client acknowledges that it has an obligation to promptly inform LGO when its jurisdiction changes. Client represents that at no time will Client use any anonymizing proxy or virtual private network ("**VPN**") to access the LGO Services from a Restricted Jurisdiction.

c) AML Program. Client understands that, in furtherance of LGO's AML policy and procedures (LGO's "**AML Program**"), LGO may require Client to provide additional information or documents prior to being authorized to access the LGO Services, or at any point thereafter, to permit LGO to meet its AML obligations. Client understands that LGO reserves the right to investigate the source of any funds transacted through the LGO Account and determine,



in LGO's sole discretion, whether or not to cancel or halt a Transaction. In no event will LGO be obligated to facilitate any Transaction or open any Account if it believes that doing so would violate any law, rule, or regulation of any regulatory authority or self-regulatory organization. Client understands that LGO may: (i) suspend the LGO Account; (ii) cancel a Transaction or freeze funds; or (iii) terminate the LGO Account. LGO reserves the right to reject any deposit, return any deposit already made to the wallet address sent from, or refuse to process any withdrawal request, each at Client's expense, if LGO reasonably determines, in its sole discretion, such act constitutes a violation or suspected violation of its AML Program or applicable law or regulation. Client agrees that LGO is not responsible for any losses, whether direct or indirect, that Client may incur as a result of LGO's complying with these Terms, its AML Program, applicable laws and regulations, the guidance or direction of any regulatory authority or government agency, or any writ of attachment, lien, levy, subpoena, warrant, or other legal order.

In addition, LGO's AML Program includes measures to comply with all sanctions imposed, administered or enforced by (a) the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury or by the U.S. Department of State; (b) the Financial Action Task Force ("**FATF**"), (c) the European Union; and (d) the United Nations Security Council. As such, LGO is prohibited from providing services or entering into relationships with certain individuals and institutions. LGO may also refuse to establish a direct or indirect relationship with any person or entity for perceived sanctions risks, even if such person or entity is not currently subject to any sanctions. Client understands that LGO may be required to block any assets in question, place a hold on an LGO Account, immediately terminate an LGO Account, or report to the appropriate authority in accordance with a government sanctions program.

5. OPENING THE LGO ACCOUNT

a) Self-Directed Account. Client understands that the LGO Account is self-directed. Accordingly, Client appoints LGO as its agent for the purpose of carrying out Client's directions in accordance with these Terms. LGO is authorized to open or close the LGO Account, place and withdraw orders, and take such other steps as are reasonable to carry out such directions. Client is solely responsible for any and all orders placed through the LGO Account. Further, Client understands that the LGO Account and the LGO Services are provided to Client by LGO, and that the LGO Account, unless otherwise indicated in writing, is separate from any other service that may be offered by LGO.

b) Authorized Users. On the LGO Account application, Client must designate at least one individual that it warrants has necessary authority to access the LGO Account and transact through the LGO Services ("**Authorized Users**"). Each Authorized User must be separately approved by LGO and Client authorizes LGO to take any and all measures it deems necessary to verify, review, or investigate Authorized Users under its AML Program or otherwise. Client



agrees to only allow approved Authorized Users to access the LGO Account. Client understands and acknowledges that providing access to the LGO Platform to anyone who does not constitute an Authorized User, as defined herein, is a violation of these Terms and may subject the Client's LGO Account to termination. Client agrees to notify LGO in writing immediately upon any change to its Authorized Users.

c) Customer Identification Program. LGO hereby notifies Client that, pursuant to applicable AML laws, LGO is required to obtain, verify and record information that identifies each individual and legal entity attempting to establish an LGO Account. For this, LGO requires valid, unexpired government-issued photo identification for individuals as well as other identifying information, which may include, but is not limited to, name, address, telephone number, email address, date of birth, taxpayer identification number, and government identification numbers. Client authorizes LGO to make inquiries, whether directly or through third parties, necessary to verify Clients' identity or protect Clients and/or LGO against fraud, money laundering, terrorist financing or other financial crime, and to take any action LGO deems necessary based on the results of such inquiries. Client understands that personal information 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. To facilitate compliance with global industry standards for data retention, Client agrees to permit LGO to keep a record of such information for the lifetime of Client's LGO Account(s) plus five (5) years beyond the termination of the Account.

d) Information Accuracy. Client: (i) certifies that the information contained in the LGO Account application and any other document that Client furnishes to LGO in connection with the LGO Account is complete, true, and accurate in every material aspects; (ii) agrees that this Agreement, the Account application, and any other document Client furnishes in connection with the LGO Account is LGO's property; and (iii) will promptly advise LGO of any changes to the provided information immediately, but no later than ten (10) calendar days of the change.

e) Privacy Policy. Client represents and warrants that: (i) before providing any personal information to us, Client has read and understood LGO's Privacy Policy as it is posted on the LGO Website and, in the case of personal data relating to an individual other than the Client, has (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; (ii) Client has obtained all necessary consents from each individual to whom such personal data relates for the disclosure of such individual's personal data to LGO and other relevant parties as specified in the Privacy Policy and herein; and (iii) such necessary consents have not been withdrawn and that such disclosure is made in accordance with all applicable data protection and privacy laws. Client expressly consents to information sharing between LGO and its Affiliate located outside of the European Economic Area ("**EEA**").



6. USE OF THE LGO ACCOUNT

a) Funding the LGO Account. Unless agreed otherwise, to transact on the LGO Platform, LGO will provide Client with the appropriate wallet address(es) to which Client can deposit Digital Assets, pre-fund, and/or settle trades. For the purpose of these Terms, wallet address refers to the unique identifier of alphanumeric characters that represents a digital identity or destination for a transfer of Client assets. The quantity of Digital Assets deposited must come from a wallet belonging to Client and pass LGO's AML review to the satisfaction of the compliance team. LGO reserves the right to reject, freeze, temporarily hold, or return any deposits that fail to conform to LGO's AML Program in any way (as further described in Section 4 above). After sending Digital Assets to the wallet(s) as confirmed by the necessary number of block confirmations required by LGO for deposits, Client will be able to see, track, and manage their Digital Assets balances and use the funds to transact on the LGO Platform.

b) Withdrawals. Subject to LGO's schedule for withdrawals (as posed on the Website and which may change from time to time in LGO's sole discretion), withdrawal wallet screenings for AML purposes, and any withdrawal limits set by LGO in its sole discretion, Client may withdraw Digital Assets held in their LGO Account and transfer them to Client's external blockchain wallet address. Client is solely responsible for the accuracy and the integrity of any wallet address which it provides for withdrawal purposes and LGO will not be liable for transfer to wallet addresses incorrectly or mistakenly provided by Client.

c) Prohibited Activities. Client agrees, represents, and warrants that all funds used to effectuate Transactions through the LGO Account are not the direct or indirect proceeds of any criminal, fraudulent, or illegal activity. Client represents that it will not use its LGO Account to perpetuate any illegal activity as such is defined in Client's jurisdiction, including but not limited to illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data or the financing of terrorism, or other violent activities. Client understands that Authorized Users are prohibited from engaging in any kind of market manipulation using the LGO Services. Market manipulation is defined as actions taken by any market participant or a person acting in concert with a participant which are intended to: (i) Deceive or mislead others; (ii) Artificially control or manipulate the price or trading volume of an Asset; or (iii) Aid, abet, enable, finance, support, or endorse either of the above. Market manipulation specifically includes front-running, wash trading, spoofing, layering, churning, and quote stuffing.

d) Safeguarding of Login Credentials and Devices. Client is solely responsible for keeping LGO Account access details, including any username, password, hardware wallet, 2FA device, and Account number ("**Login Credentials**") confidential and secure. The use and storage of Login Credentials and any other information available on Client's wireless, web-enabled cellular telephones or similar wireless communications devices or computers (collectively, the "**Devices**") is at Client's risk and is the sole responsibility of Client. Client agrees and accepts



full responsibility for monitoring and safeguarding the LGO Account, Login Credentials, and Devices. Client represents that it is solely responsible for and has authorized any orders or instructions appearing in, originating from, or associated with the LGO Account or Login Credentials whether placed by the Client or another third party as the result of Client's failure to safeguard the Login Credentials or Devices, mistake, or other error. Client acknowledges that LGO is not responsible for any financial loss due to the misuse, theft or loss of the Login Credentials or Devices. Client agrees to reimburse LGO for all claims, costs, losses and damages, including reasonable attorneys' fees, that result from the instructions related to Client's LGO Account.

e) Potential Fraudulent Event. Client agrees to notify LGO immediately if it suspects that an unauthorized order has been placed through its LGO Account (a "**Potential Fraudulent Event**"), but in no event more than twenty-four (24) hours following discovery. Upon request by LGO, Client agrees to report any Potential Fraudulent Event promptly to legal authorities and provide LGO a copy of any report prepared by such legal authorities. Client agrees to cooperate fully with the legal authorities and LGO in any investigation of any Potential Fraudulent Event and will complete any required affidavits promptly and accurately. Client also agrees to allow LGO reasonable access to Devices and the Client's network in connection with any LGO investigation of any Potential Fraudulent Event. Client understands that if it fails to do any of these things that it may encounter delays in regaining access to the LGO Account.

7. ORDERS AND TRANSACTIONS

a) Orders. All orders entered through the LGO Account are unsolicited and based upon Client's own investment decisions or the investment decisions of the Client's duly authorized representatives or agents that are appropriate for Client based on its own investment objectives, financial circumstances, and risk tolerance. Client understands that LGO may, in its sole discretion, and at any time, prohibit or restrict Client's ability to place orders or enter into Transactions through the LGO Account. This also includes cancelling any of Client's trades or open positions.

b) Order Types. The LGO Platform allows Clients to place market or limit orders. A limit order may be "good till cancelled" which means the order remains valid until (i) it is executed; or (ii) Client cancels the order. Client understands that limit orders may not be executed at any particular time, or at all, if there is not sufficient trading at or better than the limit price specified, and are good until Client cancels them, provided, however, that LGO reserves the right, in its sole discretion, to cancel any limit order, whether "good till cancelled" or otherwise, that remains unexecuted for twenty-one (21) calendar days or if deemed a risk by LGO. Client understands that additional order types may be made available on the LGO Platform from time to time.



c) Transactions. All Transactions are executed based upon Client instructions, except as provided for in these Terms. Client agrees and understands that any order may fail to result in a Transaction. A Transaction on the LGO Platform may fail for several reasons, including but not limited to change in seller prices or unanticipated technical difficulties. LGO makes no representation or warranty that any Transaction will be executed or settled. LGO is under no circumstances liable for any loss or injury suffered by a failure of an order or Transaction to complete properly or in a timely manner. Further, LGO is in no way responsible for notifying Client of a Transaction or order failure. Client has full responsibility to determine and inquire into the failure of any Transaction that it initiates. LGO hereby reserves the right to refuse to settle any Transaction, or any portion of any Transaction, for any reason, at its sole discretion.

c) Trade Confirmations. Client understands that LGO may email or otherwise communicate with the Client when a Transaction has been effected. Such notifications (each, a “**Trade Confirmation**”) shall specify in sufficient detail the terms of the Transaction as well as the terms of settlement to be effected. Client agrees that it is the Client’s responsibility to review Trade Confirmations and statements of the LGO Account promptly upon receipt. Client agrees to receive all Trade Confirmations in electronic format. Notwithstanding any other provision in this Agreement, Trade Confirmations will be considered binding on Client absent manifest error or confirmation of cancellation from LGO. Client understands and agrees that it will bear sole responsibility for any losses relating to a Transaction. Client agrees that it is the Client’s sole responsibility to review its Transaction history and Trade Confirmations on a regular basis.

d) Clearing and Settlement. While the LGO Platform matches buyers and sellers of Digital Assets, Client understands that if it places an order through the LGO Platform and a Transaction is effectuated, it will be settled, if settled, by LGO as an intermediary with the corresponding Counterparty as-needed after reconciliation (“**Settlement**”).

e) Transaction Disputes. Notwithstanding any other provision of this Agreement, Client acknowledges and agrees that LGO bears no responsibility, obligation, or liability with respect to any and all disputes (including, but not limited to disputes involving price, quantity, settlement method, timing, Trade Confirmations, or any other Transaction-related detail) arising out of or in connection with a Transaction (a “**Transaction Dispute**”). LGO may, however, in its sole discretion, attempt to facilitate amicable resolution of the dispute between the Client and relevant Counterparty. Any such attempt by LGO does not create any liability or obligation on part of LGO with respect to the dispute or the finality thereof. Client represents and warrants that it shall act in good faith and in a commercially reasonable manner to expediently resolve any and all Transaction Disputes. Client further understands that it has an obligation to notify LGO in writing as soon as practicable following the institution of a Transaction Dispute or any event which, with the giving of notice or the lapse of time or both, would constitute the institution of Transaction Dispute (a “**Transaction Dispute Notice**”). In the event that Client shall fail to provide LGO with the required Transaction Dispute Notice, or during the pendency of a



Transaction Dispute, LGO may, at its sole discretion, place trading restrictions on the LGO Account consistent with the terms hereof.

8. TERMINATION OF THE LGO ACCOUNT

a) Termination by Client. Client may close its LGO Account at any time by providing LGO written notice of at least fifteen (15) business days. Closing an account will not affect any rights and obligations incurred prior to the date of account closure. Client may be required to either cancel or complete all open orders in accordance with the provisions of this Agreement. Client understands that it may not cancel the LGO Account if LGO believes, in its sole discretion, that such cancellation is being performed in an effort to evade an investigation or avoid paying any amounts otherwise due to LGO.

b) Termination by LGO. Client understands that LGO may, at any time, (a) suspend or terminate access to the LGO Services; (b) cancel or suspend any pending Transactions; and (c) deactivate or close Client's LGO Account (i) as required by a valid subpoena or court order, (ii) if LGO suspects that Client or others are using the LGO Account in furtherance of illegal activity or are acting in a manner inconsistent with Client's obligations under this Agreement or related agreements, (iii) if LGO suspects, in LGO's sole discretion, any such accounts to be in violation of LGO's AML Program, (iv) if the LGO Account is subject to any pending litigation, investigation, or governmental proceeding, (v) if LGO believes that there is unusual activity in the LGO Account or that Client is using the LGO Platform, Login Credentials, or other account information in an unauthorized or inappropriate manner.

c) Closing Fees; Right of Setoff. Client agrees that it is responsible for any fees, costs, expenses, charges, or obligations (including any attorney and court fees) associated with closing of Client's LGO Account. In the event that costs or fees are assessed against the Account or are outstanding at the time of closure, Client will be responsible for reimbursing LGO. LGO hereby reserves the right to offset or withhold from any amounts payable to Client or reduce such amounts by the amount of any outstanding amounts due and payable to LGO by the Client until such time as such outstanding amount is paid to LGO.

d) Unclaimed Property. If Client has not used the LGO Account for a prolonged period and LGO is unable to reach Client using the information in our records, Client agrees that LGO may be required to report and deliver any assets remaining in Client's Account to relevant authorities. LGO reserves the right to deduct fees from such unclaimed assets.

9. SYSTEM UNAVAILABILITY

Client understands that LGO uses commercially reasonable efforts to keep the LGO Platform reliable and secure. From time to time, interruptions, errors, or other deficiencies in service may



occur due to a variety of factors, some of which are outside of LGO's control and which may contribute to delays, errors in service, difficulties in accessing the LGO Account, viewing Third-Party Information, and placing and/or canceling orders. In the event that a technical problem causes system outage or LGO Account errors, LGO may temporarily suspend access to the LGO Account until the problem is resolved. Client agrees and understands that part or all of the LGO Platform or the LGO Services may be periodically unavailable during scheduled maintenance or unscheduled downtime (collectively, "***Downtime***"). Client agrees and understands that LGO is not liable or responsible for any inconvenience or Losses to Client as a result of Downtime. Following Downtime, when services resume, Client understands that the prevailing market prices may differ significantly from the prices prior to such Downtime.

10. DIGITAL ASSETS NETWORKS AND FORKS

Client understands that LGO does not own or control the software protocols underlying the Digital Assets and associated Digital Assets networks and that LGO makes no guarantees regarding the security, functionality, or availability of such protocols, Digital Assets, or Digital Asset networks. Client further understands that underlying software protocols are subject to sudden changes in operating rules ("***Forks***") that may result in more than one version (each, a "***Forked Network***"), and that such Forks may materially affect the value, function, or name of a Digital Asset including those that are subject to outstanding orders or Transactions in the LGO Account. In the event of a Fork, Client agrees and understands that LGO may temporarily suspend the LGO Services without advance notice to Client while LGO determines, in LGO's sole discretion, which Forked Networks to support. Client further agrees and understands that LGO may determine, in LGO's sole discretion, not to support Transactions in Forked Network Digital Assets and that Client has no right, claim, or other privilege to any Digital Assets in LGO's custodial wallets arising from Forked Networks. With respect to such Digital Assets, Client understands that LGO may determine the approach to such Digital Assets, which may include terminating outstanding orders or abandoning or otherwise not electing not to support such Digital Assets. Client further understands that LGO shall not be liable for (i) the software protocols underlying the Digital Assets and associated Digital Assets networks, (ii) any change in the value of any Digital Assets (whether associated with a Forked Network or otherwise), (iii) any decision regarding supporting or not supporting any Digital Assets, including a Digital Assets associated with a Forked Network, or (iv) any breach of the wallet used by the Client.

11. TAXES

Client acknowledges that it is its responsibility to determine whether, and to what extent, any taxes apply to any Transactions Client conducts via the LGO Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Client agrees that LGO is not responsible for determining whether taxes apply to Client's Transactions or for



collecting, reporting, withholding or remitting any taxes arising from any Transactions.

12. CONSENT TO ELECTRONIC COMMUNICATION AND DELIVERY

a) Consent to Electronic Delivery of Documents. Client agrees to transact business with LGO electronically. By electronically signing an Account application, Client acknowledges that such electronic signature is valid evidence of its consent to be legally bound by this Agreement. The use of an electronic version of any document fully satisfies any requirement that the document be provided to Client in writing. Client accepts notice by electronic means as reasonable and proper notice. The electronically stored copy of this Agreement is considered to be the true, complete, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. Client agrees to not contest the admissibility or enforceability of any electronic stored copy of these Terms. By agreeing to electronic delivery, Client is giving its informed consent to electronic delivery of all Account Documents, as defined below, other than those it have specifically requested to be delivered in paper form.

b) Electronic Delivery System. Client acknowledges that LGO's only methods of communication with the Client includes: (i) posting to the Website, (ii) providing information via the LGO Account, (iii) sending email to Client's email address of record, and (iv) providing Client with notice that will direct Client to the Account or Website where it can read and print such information. Client agrees that all Account Documents provided to Client in any of the foregoing manners is considered delivered to Client personally when sent or posted by or on behalf of LGO, whether Client receives it or not. All email notifications regarding Account Documents will be sent to Client's email address of record. Client understands that email messages may fail to transmit promptly or properly, including being delivered to spam folders. Client further understands that it is the Client's sole responsibility to ensure that any emails from LGO are not marked as spam. Regardless of whether or not Client receives an email notification, Client agrees to check the Website regularly to avoid missing any information, including time-sensitive or otherwise important communications. Additionally, Client acknowledges that the Internet is not a secure network and agrees that it will not send any confidential information, including LGO Account numbers or passwords, in any unencrypted emails. Client also understands that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agrees to hold LGO harmless for any such access regardless of the cause.

c) Revocation of Consent. Client may revoke or restrict its consent to electronic delivery of Account Documents at any time by notifying LGO in writing of its intention to do so. Client understands that it has the right to request paper delivery of any Account Document that the law requires LGO to provide in paper form. Client understands that if Client revokes or restricts its



consent to electronic delivery of Account Documents or requests paper delivery of same, LGO, in its sole discretion, may limit, restrict, or terminate the LGO Account. Client understands that neither its revocation or restriction of consent, request for paper delivery, nor LGO's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while Client consent was in effect.

d) Hardware and Software Requirements. Client understands that in order to receive electronic deliveries, it must have access to the Internet, a valid email address, and the ability to download such applications as LGO may specify and to which Client has access. Client also understands that if it wishes to download, print, or save any information it would like to retain, Client must have access to a printer or other device in order to do so.

e) Consent and Representations. Client hereby agrees that it has carefully read the above information regarding informed consent to electronic delivery and fully understands the implications thereof. Additionally, Client hereby agrees to all conditions outlined above with respect to electronic delivery of any Account Document. Client will maintain a valid email address and continue to have access to the Internet. If Client's email address changes, Client agrees to immediately notify LGO of the new email address in writing.

13. THIRD PARTY INFORMATION

a) An information provider is any company or person who directly or indirectly provides LGO with information ("**Information Provider**"). Such information includes Digital Assets market data, quotations from Counterparties, and all information that derives from any such information ("**Third-Party Information**"). Client understands that LGO does not guarantee that the Third-Party Information provided on the LGO Platform is accurate, reliable, complete, timely, uninterrupted, error-free, or in the correct order. Client agrees that its use of the Third-Party Information is at Client's own risk. Client understands and acknowledges that each Information Provider has a proprietary interest in the Third-Party Information that belongs to it.

b) Client understands and agrees that it may use this Third-Party Information only for its own benefit. Client may not reproduce, sell, distribute, circulate, create derivative works from, store, commercially exploit in any way, or provide Third-Party Information to any other person or entity without LGO's written consent or the consent of the Information Provider, if required. Client shall not hold LGO or any Information Provider liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) the Third-Party Information or (ii) the transmission or delivery of the Third-Party Information, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such Third-Party Information, due either to any negligent act or omission by LGO or any Information Provider, to any "force majeure" (e.g., flood, extraordinary weather conditions,



earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of LGO or any Information Provider. Client understands and acknowledges that, at any time, any and all Information Providers may discontinue disseminating any category of Third-Party Information, may change or eliminate any transmission method, and may change transmission speeds or other characteristics. The Information Providers and/or LGO shall not be liable for any resulting liability, loss or damages that may arise therefrom.

14. REMEDIES FOR BREACH

If LGO determines, in its sole discretion, that Client has committed a breach of these Terms, LGO's AML Program, or any other internal policies (such breach or default, a "**Violation**"), LGO shall have all rights and remedies available to a secured creditor under applicable law in addition to the rights and remedies described herein. Client understands that, in the event of one or more Violation or potential Violation, LGO may at any time without prior notice to Client: (i) prohibit or restrict access to the LGO Account or related services; (ii) refuse to match orders, facilitate Transactions, or provide Trade Confirmations; and (iii) terminate the LGO Account. Client further agrees that if LGO determines, in its sole discretion, that Client has colluded, coordinated, or collaborated with any other users to commit a Violation, Client and that user will be jointly and severally liable for the whole value of any damages to which LGO is entitled.

15. LEGAL PROCESS

Client acknowledges and agrees that LGO, its Affiliates, service providers, respective officers, directors, agents, employees, and representatives (collectively, the "**LGO Representatives**"), may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, which any of such LGO reasonably and in good faith believes to be valid regardless of the method or location of service. LGO may or may not notify Client of such process and may charge Client for associated costs, in addition to any legal process fees. Client agrees to indemnify, defend, and hold all of the LGO Representatives harmless from all actions, claims, liabilities, losses, costs, attorney's fees, or damages associated with compliance with any such process. LGO shall not be liable for refusing to obey any orders given by or for Client with respect to the LGO Account that has been subject to an attachment or sequestration in any legal proceeding against Client, and LGO shall be under no obligation to contest the validity of any such attachment or sequestration.

16. LIMITED LIABILITY; INDEMNIFICATION

a) Except as otherwise provided by law, Client understands and agrees that LGO, any entities controlled by, controlling, or under common control with LGO (such entity, an "**Affiliate**") and its and their respective partners, managing directors, officers, directors,



employees, or agents (each, an “*Indemnified Party*”) shall not be liable for any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines, and taxes of any kind or nature (including legal expenses and attorneys’ fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, “*Losses*”) by or with respect to any matters directly or indirectly pertaining to the LGO Account or Client’s use of the LGO Services (including Client’s violation of any provisions of this Agreement), except to the extent that such Losses are actual Losses and are determined to have resulted solely from LGO’s gross negligence or intentional misconduct. Client also understands and agrees that Indemnified Parties will have no responsibility or liability to Client in connection with the performance or non-performance by any Counterparty or other third party (including banks) or any of their respective agents or affiliates, of its or their obligations relative to the LGO Account.

b) Client further understands and agrees that Indemnified Parties will have no liability to Client or third parties or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including the failure of mechanical equipment, unauthorized access, theft, operator errors, government actions or restrictions, Force Majeure (as defined in this Agreement), or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive, or exemplary damages (including lost profits, trading losses and damages) that Client may incur in connection with the LGO Services or other related services. Further, if Client authorizes or allows third parties to gain access to LGO’s services, including the LGO Account, Client will indemnify, defend and hold LGO harmless against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

c) General Release Waiver. If Client is located in California, Client hereby waives California Civil Code Section 1542, which states: “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” If Client is located in another jurisdiction, Client hereby waives any comparable statute or doctrine.

d) Legal Costs. Client agrees to indemnify LGO for actual, reasonable legal costs and expenses directly related to the LGO Account or any related account that are a result of any regulatory inquiry, legal action, litigation, dispute, or investigation that arise or relate to Client or Client’s use of the LGO Services. Client understands that, as a result, LGO will be entitled to charge the LGO Account for such costs without notice, including legal and enforcement related costs that LGO incurs. Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and LGO may place any amounts garnered from Client in a separate account, and will pay to Client the remaining balance after any noted issue



has been resolved. Client agrees that where such actions relate to a specific asset in the LGO Account, that asset may not be transferred out of the LGO Account until the matter is resolved.

e) No Warranties. The LGO Services are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

f) No Liability for Breach. LGO, its respective Affiliates, partners, directors, officers, employees, or agents, are not liable for any breach of these Terms or any agreement entered into pursuant to, or in connection with, the terms of this Agreement where the breach is due to abnormal and unforeseeable circumstances beyond LGO’s control, the consequences of which would have been unavoidable despite all effects to the contrary, nor shall LGO be liable where the breach is due to any action or inaction which is necessary in order to comply with any laws, rules or regulations.

17. GOVERNING LAW, VENUE AND DISPUTE RESOLUTION

The Terms, any disputes hereunder, and all activities conducted through the LGO Account shall be governed and construed in accordance with the law of **France**, except to the extent governed by a separate agreement or the regulations of the market in which the Transaction is executed. Client agrees to attempt informal resolution of any dispute arising in connection with this Agreement or the LGO Services prior to any demand for adjudication of any kind. Client agrees to notify LGO in writing within thirty (30) days of when such dispute arises. Notice to LGO shall be sent to support@lgo.group. Any offer of resolution made to Client will only become binding on LGO if accepted by Client. An offer of resolution will not constitute any admission by LGO of any wrongdoing or liability regarding the subject matter of the complaint. Client further agrees that if such dispute cannot be resolved informally, it will be settled in binding arbitration, on an individual basis, in **Paris, France** in accordance with the arbitration rules of International Chamber of Commerce. Client hereby expressly waives trial by jury and any right to participate in a class action lawsuit or class-wide arbitration. The arbitration will be conducted confidentially by a neutral arbitrator. Client agrees to bear its own attorney’s fees, costs, and expenses. The arbitrator may award any relief that a court of competent jurisdiction could award, including attorneys’ fees. Client further agrees that the courts in France have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. In the event the prohibition on class arbitration or any other provision of this Section is deemed invalid or unenforceable, Client agrees that the remaining portions of this Section will remain in full force and effect.



18. MISCELLANEOUS PROVISIONS

- a) Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth herein or used to construe or interpret any of the provisions hereunder. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The word “or,” when used in this Agreement, has the inclusive meaning represented by the phrase “and/or.” Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms “hereof,” “herein,” “hereunder” and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder.
- b) Intellectual Property. As between Client and LGO, LGO or its licensors and Affiliates retain ownership of all right, title and interest (including intellectual property rights) in and to the information, data, text, images, links, sounds, graphics, videos and/or other material provided to you through the Website or such other mode of access (including the LGO APIs) as LGO may prescribe from time to time or the Services (including copyright in all works and other subject matter) (“*Materials*”) and any improvements, enhancements or modifications thereto made by us or any third party. No part of the same may be reproduced, adapted, distributed, republished, downloaded, displayed, broadcast, hyperlinked, posted, or transmitted in any manner or by any means or stored in an information retrieval system without LGO’s prior written consent. Client may not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Materials except as expressly permitted herein. No rights or licenses, express or implied, are hereby granted to Client with respect to any of LGO’s intellectual property rights or under any patents, copyrights or trade secrets as a result of the course of dealings hereunder.
- c) Public Statements. Client and LGO agree not to make any public statement, including any press release, media release or blog post which mentions or refers to the other Party or a partnership between LGO and Client, without prior written consent from the other Party.
- d) Communications. Client understands and agrees that LGO may record and monitor any telephone or electronic communications. Unless otherwise agreed in writing in advance, LGO does not consent to the recording of telephone conversations by any third party or Client. Client acknowledges and understands that not all telephone or electronic communications are recorded by LGO, and LGO does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.
- e) Assignment. These Terms will bind Client’s successors, conservators, and administrators. Client may not assign this Agreement or any rights or obligations hereunder without LGO’s prior written consent. LGO may assign, sell or transfer the LGO Account and this Agreement, or any



portion thereof, at any time, without Client's prior consent, provided that such assignment does not violate any law or regulation.

f) Delegation to Affiliates. Client understands and agrees that LGO may delegate any of its duties under this Agreement to an Affiliate. Any such Affiliate (and such Affiliate's directors, officers, agents and employees) that performs duties in connection with these Terms shall be entitled to the same benefits of the indemnification to which LGO is entitled hereunder.

g) Severability. If any provisions or conditions of this Agreement are or become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory, or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted, to make these Terms compliant with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect.

h) Entirety of Agreement. This Agreement, any other agreements and policies referred to herein (including postings on the LGO Website), and the terms contained in the LGO Account statements and confirmations contain the entire agreement between LGO and Client and supersedes all prior or contemporaneous communications, whether electronic, oral or written; provided, however, that any and all other agreements between LGO and Client, not inconsistent with these Terms, remain in full force and effect.

i) No Waiver. Client understands that LGO's failure to insist, at any time, upon strict compliance with these Terms, or any delay or failure on LGO's part to exercise any power or right given to LGO hereunder, or a continued course of such conduct on LGO's part will not operate as a waiver of such power or right, nor shall any single or partial exercise preclude any future exercise. All rights and remedies granted to LGO herein are cumulative and not exclusive of any other rights or remedies to which LGO is entitled. This Agreement shall not be construed to waive rights that cannot be waived under applicable laws and regulations.

j) Relationship of the Parties. Client agrees and understands that nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

k) No Third-Party Beneficiaries. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from this Agreement is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons, and this Agreement and all representations,



warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of the parties.

l) Survival. All provisions that, by their nature, extend beyond the expiration or termination of this Agreement, including those pertaining to termination, fees, use of the LGO Services, disputes, and liability and indemnification will survive termination of this Agreement.