

CERBERUS SOFTWARE SUBSCRIPTION AGREEMENT (SAAS MODEL)

This Software Subscription Agreement, effective as of _____ (the “**Effective Date**”), is by and between Cerberus Technology Services, Inc. (“**Cerberus**”), a company incorporated _____ under the laws of Florida, and _____ (“**Customer**”), a company incorporated under the laws of _____. Cerberus and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Cerberus has developed and owns a cloud based platform (the “**Platform**”) that enables Cerberus’ customers to, through the use of the Platform’s APIs and/or user interfaces, to manage and trade customers’ digital assets and fiat currencies on various Liquidity Providers (as defined below) supported by the Platform; and

WHEREAS, Cerberus desires to provide Customer with access to use a Customer-specific instance of the Platform (the “**Licensed Platform**”), and Customer desires to purchase a subscription to use the Licensed Platform, and in each case, subject to the terms and conditions of this Software Subscription Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) “**Agreement**” means collectively, the terms and conditions in the main body of this agreement, together with all Statements of Work, and all attachments, exhibits, schedules, policies, and instructions attached hereto, as amended from time to time.

(b) “**Authorized User**” means:

(i) for purposes of the Licensed Platform, any natural person that:

(A) Customer authorizes to Use the Services on behalf of Customer; and

(B) signs up for an account to Use the Services on behalf of Customer in accordance with Cerberus’ then- current account registration procedures (including assent to any applicable terms of service posted by Cerberus) as may be updated from time-to-time, (such natural person, a “**Customer Authorized User**”), and

(ii) for purposes of the White-Label Platform (as defined in Exhibit C):

(A) a Customer Authorized User; and

(B) Customer’s end-customers (“**End Customer Authorized User**”), as selected by and contracted with the Customer, provided that:

(x) such End Customer Authorized User has agreed to any applicable Customer terms of use;

(y) Customer and its End Customer Authorized User have complied with all applicable Liquidity Provider Agreements, laws, rules and regulations, and this Agreement; and

(z) Customer has screened all End Customer Authorized Users in accordance with Customer’s applicable compliance policies, including any policies described in Section 8 of Exhibit C.

(c) “**Customer Materials**” means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by or on behalf of Customer

or an Authorized User through the Services or to Cerberus in connection with Customer's and its Authorized Users' use of the Services (including Customer-specific quote data, e.g. bid/ask, size) but excluding, for clarity, any information, data, content or materials owned or controlled by Cerberus and made available through the Services. For greater certainty, Customer Materials include Trading Instructions and Liquidity Provider Credentials.

(d) **"Derived Data"** means (i) any data, that is derived by Cerberus while processing Customer Materials, that is aggregated, deidentified, and anonymized or sufficiently different from Customer Materials such that it no longer meets the definition of Customer Materials, and (ii) Customer Materials, where Customer and the attribution of activities to Customer cannot be identified from analysis or further processing of, or separately removed from, such derived data.

(e) **"Documentation"** means the operator and user manuals, training materials, specifications, minimum system configuration requirements, compatible device and hardware list and other similar materials in hard copy or electronic form provided by Cerberus to Customer (including any revised versions thereof) to assist with or describe the Services, which may be updated from time-to-time upon notice to Customer.

(f) **"Intellectual Property Rights"** means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

(g) **"JAMS"** means Judicial Arbitration & Mediation Services in the State of Florida.

(h) **"Liquidity Providers"** means makers), OTC desks, and other liquidity providers, that are selected by Customer in respect of which the Platform will interface with and perform trading activities and other Services as further described in this Agreement.

(i) **"Liquidity Provider Agreements"** means, with respect to a Liquidity Provider, its policies, terms of use, guidelines, practices, and other procedures with which its users, affiliates and/or partners are required to comply.

(j) **"Liquidity Provider Credentials"** means, with respect to a Liquidity Provider, ids, passwords, personal identification numbers (pins), or any other codes that Customer uses to access its account on the Liquidity Provider.

(k) **"Professional Services"** means the professional (such as consulting, development and implementation services) to be provided by Cerberus to Customer as documented in one or more Statements of Work.

(l) **"Person"** means any individual, corporation, partnership, trust, limited liability company, association, governmental authority or other entity.

(m) **"Services"** means the provision of the Licensed Platform (including the APIs), the Professional Services, support services (if applicable), and any other products or services Cerberus provides under this Agreement.

(n) **"Services Output"** means all data, information and materials generated by the Services based on Customer Materials, including data models and data output.

- (o) **“Statement of Work”** means a document describing any customized Professional Services separately agreed between the Parties as part of this Agreement (if applicable).
- (p) **“Cerberus IP”** means the Platform, the Licensed Platform, the Documentation, Services Output, the Services, all improvements, modifications or enhancements to, or derivative works of, the foregoing, and all Intellectual Property Rights in and to any of the foregoing.
- (q) **“Trading Instructions”** means Customer’s and its Authorized Users’ instructions to Cerberus to execute certain trading instructions (such as buy and sell) with a Liquidity Provider.
- (r) **“Usage Limitations”** means the numbers, types and/or identifiers of servers, server cores, and/or disks; data volume, capacity, and/or rate; query volume, capacity, and/or rate; users and/or locations, and other usage limitations as specified in Exhibit A.
- (s) **“Use”** means to use, access and/or operate the Services in accordance with this Agreement and the Documentation.

2. Access and Use.

- (a) Provision of Access. Subject to Customer’s compliance with the terms and conditions of this Agreement, Cerberus hereby grants Customer a worldwide, non-exclusive, non-transferable (subject to Section 14(f)), non-sublicensable right to Use the Services for Customer’s internal business purpose during the Term; provided that Customer strictly complies with the restrictions set forth in Section 2(b).
- (b) Use Restrictions. Customer will not, and will not permit any Person to, use the Services in any manner beyond the scope of the rights expressly granted in this Agreement. Customer will not at any time, directly or indirectly, and will not permit any Person (including Authorized Users) to: (i) modify or create derivative works of the Services, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Services, in whole or in part; (iii) sell, resell, rent or lease use of the Services to any other Person, or otherwise allow any Person to use the Services for any purpose other than for the benefit of Customer in accordance with this Agreement; (iv) use the Services to store, transmit, upload or post any infringing, libelous or otherwise unlawful or tortious material or any data (including any Customer Materials) for which it does not have the necessary consents or rights to store, transmit, upload or post (as applicable) in connection with the Services; (v) interfere with, or disrupt the integrity or performance of, the Services, or any data or content contained therein or transmitted thereby; (vi) access or search the Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Services features provided by Cerberus for use expressly for such purposes; (v) use the Services, Documentation or any other Cerberus Confidential Information to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Services; or (vi) use the Services in any way that exceeds any Usage Limitations.
- (c) Authorized Users. Customer will not permit any other Person to access, use or operate the Services, except that Customer may permit Authorized Users to Use the Services; provided that Customer will ensure each such Authorized User complies with all applicable terms and conditions of the Agreement (including applicable privacy policies, acceptable use policies and terms and conditions which may be posted or made available through the Services), and Customer is fully and directly responsible to Cerberus for any act or omission by each such Authorized User in connection with their use of the Services. Customer will, and will require all Authorized Users to, use all reasonable means to secure user names and passwords, hardware and software used to access the Services (including Liquidity Provider Credentials) in accordance with

customary security protocols and Documentations (including using multi-factor authentication when available), and will promptly notify Cerberus if Customer or any Authorized User knows or reasonably suspects that any user name and password (including any Liquidity Provider Credential) has been compromised. Each account for access to and use of the Services may only be accessed and used by the specific Authorized User for whom such account is created. Customer will further ensure that no Authorized User misrepresents their identity or otherwise provides any deceptive or misleading profile information or images when creating an account in connection with the Services.

(d) Third Party Software. The Services may include, or may provide Customer with access to, software, source code or other technology licensed to Cerberus from third Parties, and which may be owned by such third Parties (collectively, “**Third Party Software**”). Customer acknowledges and agrees that Third Party Software is provided solely on an “AS IS” basis, and that Cerberus does not make any warranties or guarantees regarding Third Party Software and is not responsible for the operation or failure of, or any errors or bugs in, any Third Party Software.

(e) Third Party Services. Certain features and functionalities within the Services as Cerberus determines in its sole discretion may allow Customer and its Authorized Users to interface or interact with, access and/or use compatible third party services, products, technology and content (collectively, “**Third Party Services**”) through the Services. Customer hereby acknowledges and agrees that: (i) Cerberus is not the provider of the Third Party Services and is not responsible for any compatibility issues, errors or bugs in the Services or Third Party Services caused in whole or in part by the Third Party Services or any update or upgrade thereto; and (ii) Customer is solely responsible for maintaining the Third Party Services and obtaining any associated licenses and consents necessary to use the Third Party Services in connection with the Services.

(f) Reservation of Rights. Nothing in this Agreement or the performance thereof will operate to grant Customer any right, title or interest, whether by implication, estoppel or otherwise, in or to the Cerberus IP, other than as expressly set forth in this Agreement. As between the Parties, Cerberus will exclusively own all right, title and interest in and to the Cerberus IP. Subject to Section 7(b), all Intellectual Property Rights created in any such Cerberus IP will vest solely in Cerberus upon creation, and to the extent that sole ownership does not originally vest in Cerberus, such Intellectual Property Rights are hereby automatically and irrevocably assigned by Customer (and its Authorized Users) to Cerberus. Customer will, and will ensure the Authorized Users will, take any and all actions and execute any and all documents necessary to give effect to the preceding sentence. Each Party hereby expressly reserves all Intellectual Property Rights not expressly granted hereunder.

(g) Violation of Applicable Laws or Liquidity Provider Agreements. Customer is responsible for all Trading Instructions or other communications using the Licensed Platform, and for ensuring proper use of the Licensed Platform and compliance with all applicable laws and agreements with Liquidity Providers or other communications with Liquidity Providers. Cerberus will not and is not required to pre-screen or actively review any Trading Instructions. However, Cerberus may refuse to convey Trading Instructions or otherwise communicate with the applicable Liquidity Providers if Cerberus becomes aware or reasonably suspects that the Trading Instructions or other communications do not comply with any applicable specification, applicable laws or Liquidity Providers Agreements.

(h) Bilateral Transactions. Customer acknowledges and agrees that Cerberus only communicates Customer’s Trading Instructions to the applicable Liquidity Provider through the Licensed Platform. Any transactions arising from such communication will be bilateral between Customer and Liquidity Provider and will be concluded and settled outside of the Licensed Platform in accordance with the applicable

Liquidity Provider Agreement and applicable laws. Customer further acknowledges and agrees that there is no certainty that a Liquidity Provider will execute a transaction following communication of Trading Instructions by Cerberus, and that Cerberus is not liable in the event such Liquidity Provider refuses to execute such transaction (assuming Cerberus validly communicated such Trading Instructions in accordance with this Agreement). Customer acknowledges that Cerberus makes no representation as to, and does not accept any liability with respect to, the accuracy, completeness or appropriateness for any particular purpose of any pricing information distributed via the Licensed Platform.

(i) Role as Technology Provider. Customer understands and acknowledges that Cerberus as a technology provider is not registered with the U.S. Securities and Exchange Commission as a broker-dealer or an investment adviser or licensed under any state securities laws. Customer represents that its Trading Instructions will not relate to any securities transactions.

3. Fees and Payment.

(a) Fees. Customer will pay Cerberus all fees set forth on Exhibit A. Cerberus will issue written invoices to Customer on a monthly basis, and Customer will pay Cerberus all amounts set forth on any such invoice no later than thirty (30) days from the date of such invoice. In the event that a “minimum monthly fee” amount is specified in Exhibit A, then Customer will pay Cerberus the higher of: (i) such minimum monthly fee; and

(ii) the amount of fees payable to Cerberus calculated in accordance with Exhibit A. For avoidance of doubt, Customer acknowledges that Customer is solely responsible for any and all fees due and payable to the Liquidity Providers resulting from bilateral transactions between Customer and Liquidity Provider.

(b) Payments. All payments made under this Agreement to Cerberus will be made in U.S. dollars by wire transfer of immediately available funds to an account designated by Cerberus, or such other payment method mutually agreed by the Parties, and will be non-refundable. Any amounts due to Cerberus hereunder and not paid when due will accrue late charges at the greater of a rate of 1.5% per month or the highest rate permitted by applicable law. Customer will reimburse Cerberus for all reasonable costs and expenses incurred (including reasonable attorneys’ fees) in collecting overdue amounts hereunder.

(c) No Set-Off. Neither Party will have any right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other Party under this Agreement for any reason.

(d) Taxes. Customer will be responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Customer to Cerberus hereunder, other than any taxes imposed on Cerberus’ income. Without limiting the foregoing, in the event that Customer is required to deduct or withhold any taxes from the amounts payable to Cerberus hereunder, Customer shall pay an additional amount, so that Cerberus receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

4. Confidential Information.

(a) Any information that one Party provides to the other Party during the Term of this Agreement that is identified at the time of disclosure as confidential or, given the circumstances of disclosure or the nature of the information, reasonably should be considered to be confidential will be “**Confidential Information**” of the disclosing Party (the “**Disclosing Party**”). For clarity, the Licensed Platform, Documentation and the Services Output will be deemed the Confidential Information of Cerberus, and Trading Instructions, Liquidity Provider Credentials, and include any other access code or credentials issued to Customer by any external party will be deemed the Confidential Information of Customer.

(b) Each Party (the “**Receiving Party**”) will maintain the other Party’s Confidential Information in strict confidence, and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or enforce its rights under this Agreement. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except: (i) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement; or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

(c) Nothing in this Agreement will prohibit or limit either Party’s use of information: (i) rightfully known to it prior to receiving it from the Disclosing Party; (ii) independently developed by or for it without use of or access to the other Party’s Confidential Information; (iii) permissibly acquired by it from a third party which is not under an obligation of confidence with respect to such information; or (iv) which is or becomes publicly available through no breach of this Agreement. Without limiting the foregoing, nothing in this Agreement will limit or restrict Cerberus’ ability to use or disclose any general know-how, experience, concepts and/or ideas that Cerberus or its personnel acquire or obtain in connection with the performance of Cerberus’ obligations hereunder.

(d) The terms and conditions of this Agreement will constitute Confidential Information of each Party, but may be disclosed on a confidential basis to a Party’s advisors, attorneys, actual or bona-fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

(e) Without limiting Section 14(g), each Party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured Party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section 4.

5. Support.

(a) Cerberus will provide support in connection with the Services in accordance with the support terms set forth in Exhibit A.

(b) If Cerberus makes available to Customer any updates, upgrades, new versions, modifications, or enhancements (collectively, “**Updates**”) to the Licensed Platform or Services, Customer will promptly (and in any event within five (5) business days) schedule the Update deployment in accordance with instructions by Cerberus. If Customer fails to schedule and implement such Update, Cerberus will have no further obligation to adhere to any service levels under this Agreement (including those set forth in Exhibit A and Exhibit B) until Updates are applied.

6. Feedback. From time to time Customer or its Authorized Users may provide Cerberus with suggestions, comments and feedback with regard to the Services (collectively, “**Feedback**”). Customer, on behalf of itself and its Authorized Users, hereby grants Cerberus a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with Cerberus’ business purposes, including the testing, development, maintenance and improvement of the Services.

7. Data.

- (a) As between Customer and Cerberus, subject to Section 7(b), Customer will own and retain all right, title and interest in and to all Customer Materials.
- (b) To enable Cerberus to provide the Services, Customer agrees to give Cerberus access to Customer Materials through the delivery mechanism agreed upon by the parties, in accordance with Cerberus's technical specifications. During the term, Customer hereby grants Cerberus a limited, non-sublicensable license to use, extract, reformat, manipulate, analyze, summarize, and otherwise derive information from the Customer Materials solely as necessary and proportionate to provide the Services to Customer and operate, maintain, and improve the Services.
- (c) Subject to Customer's compliance with this Agreement (including its payment obligations), Cerberus hereby grants Customer a non-exclusive, worldwide and revocable right and license to use the Services Output in connection with Customer's internal business purpose. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices appearing on or included in the Services Output as delivered to Customer or Authorized Users.
- (d) Notwithstanding the provisions above of this Section 7, Cerberus may combine any anonymized data, and use such combined data, or a subset thereof (provided that any such combined data or subset thereof may not solely consist of Customer Materials), in strictly an aggregate and anonymous manner where such data becomes Derived Data. The Derived Data shall not identify Customer, any Authorized User, any client or investment vehicle of Customer or any Authorized User, or any holdings, positions, investments or portfolios of Customer or any User. Customer hereby agrees that Cerberus is the exclusive owner of all such Derived Data.

8. Representations and Warranties.

- (a) Each party represents and warrants that (i) it is duly organized and validly existing under the laws of the jurisdiction in which it is organized; (ii) it has full power and authority, and has obtained all approvals, permissions, and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (iii) this Agreement is legally binding upon it; and (iv) the execution, delivery, and performance of this Agreement does not and will not conflict with any other agreement to which it is a party.
- (b) Customer hereby represents, warrants and covenants to Cerberus that it has obtained and will obtain all necessary consents, permissions and licenses with respect to any and all Customer Materials to the extent necessary: (i) for Customer and Cerberus to comply with all applicable Liquidity Provider Agreements, laws, rules and regulations including all applicable data protection and privacy laws; (ii) for Customer to grant the licenses contemplated by Section 7(b) without violating any third party intellectual property or privacy rights; and (iii) for Customer to represent, warrant and covenant that it is an 'Eligible Contract Participant'
 - (i) as such term is defined in Section 1(a)(12) of the Commodity Exchange Act 1936 and (ii) as such term is defined in Section 1(a)(18) of the Commodity Exchange Act 1936, as amended by the Dodd Frank Wall Street and Consumer Protection Act 2010.
- (c) Customer further represents, warrants and covenants to Cerberus that it will ensure that the Customer Materials comply with all applicable laws and relevant Liquidity Provider Agreements.
- (d) Neither Customer, nor to its knowledge, any Authorized User, any affiliate, or any of its or its affiliates' directors or officers, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("**Sanctions**"), (b) Customer is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of Customer's knowledge, no entity 50% or more owned or controlled by a direct or indirect parent of the Customer, is the subject of Sanctions. For

purposes of clause (d) in this section, “parent” is a person or entity owning or controlling, directly or indirectly, 50% or more of the Customer.

9. Indemnification.

(a) Cerberus Indemnification. Subject to Sections 9(b) and 9(e), Cerberus will defend and pay all damages finally awarded against Customer pursuant to a final, valid and binding judgment or order, or a final settlement agreement with respect to any claim, suit or proceeding brought by a third party against Customer arising from infringement of third party Intellectual Property Rights by the Services.

(b) Exclusions. Cerberus’ obligations under Section 9(a) will not apply if the underlying third-Party claim arises from or as a result of: (i) Customer’s breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Customer Materials; (iii) modifications to the Services by anyone other than Cerberus; or (iv) combinations of the Services of with software, data or materials not provided by Cerberus.

(c) IP Remedies. If Cerberus reasonably believes the Services (or any component thereof) could infringe any third party’s Intellectual Property Rights, Cerberus may, at its sole option and expense use commercially reasonable efforts to: (i) procure the right for Customer to continue using the Services (or any infringing component thereof) to make it non-infringing without materially reducing its functionality; or (ii) replace the Services (or any infringing component thereof) with a non-infringing alternative that is functionally equivalent in all material respects. If the foregoing remedies are not available to Cerberus on commercially reasonable terms, then Cerberus may suspend or terminate Customer’s use of the Services upon notice to Customer. The rights and remedies set forth in this Section 9 shall constitute the Customer’s sole and exclusive remedy for any intellectual property infringement by the Services.

(d) Customer Indemnification. Subject to Section 9(e) and to the extent not arising from Cerberus’s negligence, fraud, or gross misconduct, Customer will defend and pay all damages finally awarded against Cerberus pursuant to a final, valid and binding judgment or order or a final settlement agreement with respect to any claim, suit or proceeding brought by a third party against Cerberus arising from: (i) any Customer Materials, including (A) any claim that the Customer Materials infringe, misappropriate or otherwise violate any third party Intellectual Property Rights or privacy rights; (B) any claim that the use, provision, transmission, display or storage of Customer Materials violates any Liquidity Provider Agreement or applicable law, rule or regulation; and (ii) use of the Services by Customer or its Authorized Users in a manner that is not in accordance with this Agreement or the Documentation, including any breach of the license restrictions in Section 2(b).

(e) Indemnification Procedures. The Party seeking defense and indemnity (the “**Indemnified Party**”) will promptly notify the other Party (the “**Indemnifying Party**”) of any and all such claims and will reasonably cooperate with the Indemnifying Party with the defense and/or settlement thereof. The Indemnifying Party will have the sole right to conduct the defense of any claim for which the Indemnifying Party is responsible hereunder (provided that the Indemnifying Party may not settle any claim without the Indemnified Party’s prior written approval unless the settlement unconditionally releases the Indemnified Party from all liability, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party’s business, products or services). The Indemnified Party may participate in the defense or settlement of any such claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the Indemnified Party may defend itself and seek reimbursement from the Indemnifying Party.

10. DISCLAIMER.

(a) General Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CERBERUS MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER, ITS AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE SERVICES, THE PLATFORM OR ANY OTHER SERVICES PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CERBERUS HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, CERBERUS HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE SERVICES WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

(b) No Liability for Customer Materials. WITHOUT LIMITING THE GENERALITY OF SECTION 10(a), CUSTOMER ACKNOWLEDGES THAT CERBERUS IS NOT REQUIRED TO PRE-SCREEN OR MONITOR THE CUSTOMER MATERIALS (INCLUDING TRADING INSTRUCTIONS OR LIQUIDITY PROVIDER CREDENTIALS). UNDER NO CIRCUMSTANCES WILL CERBERUS BE LIABLE IN ANY WAY FOR ANY CUSTOMER MATERIALS, INCLUDING LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS THEREIN, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR BREACH OF THIS AGREEMENT, APPLICABLE LAWS OR LIQUIDITY PROVIDER AGREEMENT. CUSTOMER ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR MAINTAINING ADEQUATE SECURITY AND CONTROL OF THE LIQUIDITY PROVIDER CREDENTIALS AND ANY AND ALL IDS, PASSWORDS, HINTS, PERSONAL IDENTIFICATION NUMBERS (PINS), OR ANY OTHER CODES THAT CUSTOMER USES TO ACCESS OR IN RELATION TO THE SERVICES.

11. LIMITATIONS OF LIABILITY

(a) Exclusion of Damages. IN NO EVENT WILL CERBERUS BE LIABLE TO CUSTOMER, ITS AUTHORIZED USERS OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(b) Total Liability. IN NO EVENT WILL CERBERUS’ (OR ITS LICENSORS’) TOTAL LIABILITY TO CUSTOMER, ITS AUTHORIZED USERS OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO CERBERUS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM OR ACTION GIVING RISE TO SUCH LIABILITY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(c) Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN CERBERUS AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

12. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement, will continue in effect until the date set forth on Exhibit A (the “**Term**”).

(b) Termination. Without limiting any right or remedy available to either Party,

(i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

(ii) either Party may terminate this Agreement, effective upon 30 days’ written notice to the other Party (to the extent practicable), in the event a new applicable law or regulation, or change of applicable law or regulation, would, in the terminating Party’s reasonable discretion, (a) make or cause the terminating Party’s performance under this Agreement to violate such applicable law or regulation, (b) have a material adverse effect on the ability of the terminating Party to carry out its obligations under this Agreement, or (c) make or cause such performance to be prohibitively expensive or otherwise commercially impracticable.

(c) Survival. This Section 12(c) and Sections 1, 2(b) , 2(d) , 2(e), 2(f) , 3, 4, 6, 7, 8, 9, 10, 11, 12(d) and 14 survive any termination or expiration of this Agreement.

(d) Effect of Termination. Upon expiration or termination of this Agreement: (i) the rights granted pursuant to Sections 2(a) and 7(c) will terminate automatically; (ii) Customer will, and will ensure the Authorized Users will, promptly cease to use or access the Services; (iii) Customer will return or destroy, at Cerberus’ sole option, all Cerberus Confidential Information in its possession or control, including permanent removal of such Cerberus Confidential Information (consistent with customary industry practice for data destruction) from any storage devices or other hosting environments that are in Customer’s possession or under Customer’s control, and at Cerberus’ request, Customer will certify in writing to Cerberus its compliance with the provisions of this Section 12(d); and (iv) for clarity, Customer will pay all previously accrued amounts due to Cerberus hereunder in accordance with Section 3.

13. Trademark Licenses. During the Term, each Party, in its capacity as owner or licensor (“**Licensor**”) of certain names, trademarks, service marks or logos (“**Marks**”), agrees to allow the other Party, in its capacity as a user of those Marks (“**Marks User**”), to use the Marks, on a limited, non-exclusive, royalty-free, revocable basis, solely to identify the Parties’ relationship under this Agreement. Notwithstanding the foregoing, any and all uses of the Marks shall be subject to Licensor’s prior written approval and subject to any marketing guidelines provided by the Licensor to the Marks User upon such written approval. Any use by Marks User of Licensor’s Marks, and all goodwill associated therewith, including any rights in trade, shall inure to the benefit of said Licensor. Upon expiration or termination of this Agreement, Marks User must immediately discontinue use of Licensor’s Marks

14. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. Except as otherwise expressly permitted herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective when personally delivered, when received by telegraphic or other electronic means (with no bounceback message received), when delivered by overnight courier or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to Cerberus:
Cerberus Trading
929 Alton Road
33139 Miami, FL.

Attention (Name, Title): Manu Choudhary, CEO
Email: manu@Cerberus.com

With a copy to:
Attention: Legal Department
Email: Legal@Cerberus.com

If to Customer:
Company:

or to such other address or number, and to the attention of such other person or officer, as any Party may designate, at any time, in writing in conformity with these notice provisions.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement: (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of Florida, without regard to any conflict of law rules of such state. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. In the event of a dispute relating to this Agreement, they shall submit such dispute to

JAMS, or its successor, for final and binding arbitration by a single arbitrator in accordance with the then current JAMS Streamlined Arbitration Rules and Procedures. Any award rendered by the JAMS arbitrator pursuant to this Agreement shall be enforceable in the Supreme Court of the County of Florida in and for the State of Florida as the court having exclusive jurisdiction over such arbitration. Such arbitration shall be binding and final. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in Florida. The arbitrator may, in any award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

(f) Assignment. Neither Party may assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without the other Party's express prior consent. Notwithstanding the foregoing, each Party may assign this Agreement in case of merger, acquisition or sale by the assigning Party of all or substantially all of the assets to which this Agreement relates; provided that any such assignee agrees in writing to be bound by all the obligations of the assigning Party under this Agreement. Any attempt to assign or transfer this Agreement, in contravention of the foregoing will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

(g) Equitable Relief. Each Party hereby acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations hereunder would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(h) Force Majeure. Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, communications failure or degradation, material changes in law or regulation, war, terrorism, riot, or acts of God.

(i) Subcontracting. Cerberus may use subcontractors, vendors and other third-Party providers in connection with the performance of its obligations hereunder as it deems appropriate; provided that Cerberus remains responsible for the performance of each such subcontractor, vendor or third-Party provider and its compliance with the terms of this Agreement.

(j) Export Control. Customer will not remove or export from the United States or re-export from anywhere any part of the Services or any direct product thereof to any prohibited country or Party as specified by the export laws of the United States. Further, each Party warrants to the other that it is not on the United States' prohibited list and is not located in or a national resident of any country on the United States' prohibited country list. Customer acknowledges that to the extent the Services contain encryption technology, export of such encryption technology is subject to regulation by the U.S. and certain foreign jurisdictions.

(k) Arms'-Length Transaction. The Parties hereby acknowledge and agree that: (i) this Agreement and all of the services, obligations and activities set forth herein or contemplated hereby, is an arms'-length commercial transaction; (ii) the Parties have full and independent judgment of the commercial benefit and risk involved, and, except as set forth herein, have not relied on any representation made by one Party to the other in entering into this Agreement; (iii) no Party shall by virtue of this Agreement be deemed to be

the representative, employee or agent of the other Party for any purpose whatsoever; and (iv) no Party shall have the power or authority as agent or in any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of any other Party for any purpose whatsoever.

(l) No Third Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

(m) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(n) Interpretation. For purposes of this Agreement: (i) the words and phrases “include,” “includes,” “including” and “such as” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; and (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The Parties also agree that the normal rule of construction that an agreement will be interpreted against the drafting party does not apply to this Agreement. Headings in the Agreement are for reference purposes only and will not affect the interpretation or meaning of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

EXHIBIT A – ORDER FORM

This Order Form (“**Order Form**”) forms part of and is subject to the terms and conditions of the Software Subscription Agreement (the “**Agreement**”) by and between Customer (as defined below) and Cerberus Technology Services, Inc.(“**Cerberus**”).

CUSTOMER INFORMATION

TERM	
Subscription Period	3 years (standard term)
Effective Date	
Monthly Period 1	Effective Date through last day of month
Monthly Period 2 and each Monthly Period thereafter (prior to final Monthly Period)	first day of the next calendar month through the end on the last day of such calendar month

SUBSCRIPTION FEES - YEAR 1	
Monthly Subscription Fee	For each Monthly Period, the greater of: (i) the Minimum Monthly Fee (as defined below), and (ii) the Trading Optimization Fee (as defined below).
<i>Minimum Monthly Fee</i>	
Monthly Period 1	\$
Monthly Period 2	\$
Monthly Period 3	\$
Monthly Period 4 to 12	\$

<i>Trading Optimization Fee</i>	
<u>Stable coin pairs</u> : pairs where both sides (base and counter) are in fiat/stable coin: <i>For example: USDT-USD, USDC-USDT, USDT-EUR, USDC-EUR</i>	<i>Percentage of Transaction Amount:</i> <i>of the Fair Market value of the transactions for each Monthly Period</i>
<u>Transactions other than stable coin pairs</u>	<i>Percentage of Transaction Amount:</i>

	<i>of the Fair Market value of the transactions for each Monthly Period</i>
<u>SEE SCHEDULE 2 FOR OTHER INSTRUMENTS (IF APPLICABLE)</u>	

SUBSCRIPTION FEES - YEAR 2	
Monthly Subscription Fee	For each Monthly Period, the greater of: (i) the Minimum Monthly Fee (as defined below), and (ii) the Trading Optimization Fee (as defined below).
<i>Minimum Monthly Fee</i>	
Monthly Period 13 to 24	\$

<i>Trading Optimization Fee</i>	
<u>Stable coin pairs</u> : pairs where both sides (base and counter) are in fiat/stable coin: <i>For example: USDT-USD, USDC-USDT, USDT-EUR, USDC-EUR</i>	<i>Percentage of Transaction Amount:</i> <i>of the Fair Market value of the transactions for each Monthly Period</i>
<u>Transactions other than stable coin pairs</u>	<i>Percentage of Transaction Amount:</i> <i>of the Fair Market value of the transactions for each Monthly Period</i>
<u>SEE SCHEDULE 2 FOR OTHER INSTRUMENTS (IF APPLICABLE)</u>	

SUBSCRIPTION FEES - YEAR 3	
Monthly Subscription Fee	For each Monthly Period, the greater of: (i) the Minimum Monthly Fee (as defined below), and (ii) the Trading Optimization Fee (as defined below).
<i>Minimum Monthly Fee</i>	
Monthly Period 25 to 36	

<i>Trading Optimization Fee</i>	
<u>Stable coin pairs</u> : pairs where both sides (base and counter) are in fiat/stable coin: <i>For example: USDT-USD, USDC-USDT, USDT-EUR, USDC-EUR</i>	<i>Percentage of Transaction Amount:</i>
<u>Transactions other than stable coin pairs</u>	<i>Percentage of Transaction Amount:</i> <i>of the Fair Market value of the transactions for each Monthly Period</i>
<u>SEE SCHEDULE 2 FOR OTHER INSTRUMENTS (IF APPLICABLE)</u>	

OTHER FEES AND LIMITATIONS	
Authorized User Cap:	Unlimited
Authorized User Logins:	Unlimited
Additional User Fee:	N/A
Data Service Fee:	N/A

1. SERVICES TO BE ORDERED.

a. Data Services:

- (i) Real-time trade data from Customer authorized Liquidity Providers.
- (ii) Historic trade data from Customer authorized Liquidity Providers.
- (iii) Real-time prices from Customer authorized Liquidity Providers.
- (iv) Historic prices from Customer authorized Liquidity Providers.

b. Trading Services:

- (i) Access to Customer authorized Liquidity Providers via Cerberus UI / API.
- (ii) Direct or S.O.R. privileges with Customer authorized Liquidity Providers, providing spot and/or derivative transaction services
- (iii) Multi-dealer system for RFQ, Streaming based execution privileges with Customer authorized Liquidity Providers.
- (iv) User specific data: parent orders, past trades, balances.
- (v) Price adjustments for Customer convenience based on any mutually agreed criteria as further defined below
- (vi) Integration into various exchanges, OTC desks and other connections supported by Cerberus.

2. USAGE LIMITATIONS: No data access limitations. No trading limitations.

3. FEES:

a. General.

Customer's access to the Services is subject to the fee schedule and terms as described in this Exhibit A. Customer is responsible for all fees, costs and expenses associated with Customer's access to and use of the Services (including, commissions, telecommunications, modems and other connectivity costs, and costs of any third-party software, equipment and any related maintenance services) as further defined herein. Customer is responsible for paying the full undisputed sum of the Subscription Fees and Data Service Fees as such terms are defined in Section 3 of this Exhibit A.

b. Subscription Period.

The Subscription Period is one (1) year commencing on the Effective Date and the Subscription Period will automatically renew for additional successive terms of one (1) year each (each a, "**Subscription Period**") unless either party provides written notification to the other party of its intent not to renew the Subscription Period prior to expiration of the then-current Subscription Period. Customer must provide signed written notice of its intent to terminate the Agreement at least sixty (60) days prior to expiration of the applicable Subscription Period, in which case the Subscription Period shall expire upon expiration of the sixty (60) day notice period).

c. Billing.

Customer shall receive an invoice in arrears at the end of each monthly billing period (each, a “**Monthly Period**”) for the applicable monthly Subscription Fees. The first Monthly Period shall begin on the Effective Date and conclude on the last day of the same calendar month (pro-rated accordingly). Thereafter, each Monthly Period shall begin on the first day of the calendar month and end on the last day of such calendar month, unless the Agreement is not renewed or otherwise terminated, in which case final Monthly Period will be calculated from the end of the last billing date to the effective date of termination (pro-rated accordingly).

d. Fees.

Each month Customer shall pay (i) subscription fee shall equal the greater of the Minimum Monthly Fee and the Trading Optimization Fee (the “**Subscription Fee**”), plus (ii) the Data Service Fee set forth below. For the avoidance of doubt, in the event that Customer does not engage in any trading activity for a particular Monthly Period, the relevant Subscription Fee would be the Minimum Monthly Fee. All invoices shall be due and payable pursuant to the terms of Section 3(c) set forth above. Fees for additional services will be charged on an as-quoted basis. Customer must provide Cerberus with complete and accurate billing and contact information. This information includes Customer’s legal company name, street address, e-mail address, and name and telephone number of an authorized business contact and named accounts payable representative if available as provided in Section 5 herein. Customer shall update this information within thirty (30) days of any change to it.

Customer’s use of the Trading Services will incur “**Trading Optimization Fees**” based on the volume of transactions initiated with Liquidity Providers (irrespective of whether such transaction is eventually settled). The fee schedule identified above is calculated at the time Customer initiates the relevant transaction with the applicable Liquidity Providers. See Schedule 1 to this Exhibit A for further details on how calculations are determined.

Cerberus may increase the Fees for the Services provided hereunder in the next Subscription Period upon written notice to Customer at least ninety (90) days prior to any automatic renewal of the Agreement. The Fee increase shall automatically take effect in the next Subscription Period unless within such period Customer notifies Cerberus in writing of Customer's objection to such Fee increase in accordance with 3(b) above, in which case the Subscription Period shall expire upon expiration of the sixty (60) day notice period).

e. Transaction Exchange Rate.

The value of each transaction will be calculated in U.S. Dollars (“USD”) by taking the “Fair Market Value” of the executed trade occurring with and reported by the Liquidity Providers (irrespective of whether such trade is eventually settled) and facilitated using the Services at the time of the transaction. Such Fair Market Value will be determined by either (i) using the executed price of the transaction as executed and reported on the applicable Liquidity Provider (determined by the Liquidity Provider at the time the transaction was executed on by the Liquidity Provider), provided the transaction includes a USD side or (ii) calculating the equivalent USD rate of the fee for cases in which the transaction does not include a USD side based on the Mid Price (as defined below) of the Intermediate Symbol Conversion Price (as defined below). The “Mid

Price” shall be the average of the Intermediate Symbol (defined below) as reported by all Liquidity Providers. The “Intermediate Symbol Conversion Price” shall be the price on applicable Liquidity Providers of a digital asset that trades as a trade pair with a digital asset that has a USD side (“Intermediate Symbol”). The Fair Market Value (as well as the details of the calculation) at the time the transaction will be identified in the invoice provided to Customer. See Schedule 1 to this Exhibit A for further details on how calculations are determined.

f. Customer’s Representations.

If the contact information that Customer has provided is false or fraudulent, this will be deemed a material breach and Cerberus may terminate this Agreement upon written notice to Customer, in addition to any other remedies it may have under this Agreement, by law and at equity.

g. Reconciliation.

Customer is responsible for reconciling Customer’s invoice with Customer’s actual transactions, notifying Cerberus of any errors or discrepancies in Customer’s invoice (“Error”) arising from such reconciliation and verification. Cerberus will investigate reported Errors and attempt to rectify any Errors that Customer or Cerberus discovers. Customer’s failure to notify Cerberus of Errors within thirty (30) days of when an Error first appears on Customer’s Transaction History will be deemed a waiver of any right to amounts that may be owed to Customer in connection with any such Error, including any related charges. If Customer submits or causes Cerberus to process transactions erroneously, Customer will notify Cerberus immediately of the specifics of the Error and fully cooperate with Cerberus in its resolution of that Error.

4. **SUPPORT.**

Cerberus will use commercially reasonable efforts to provide technical support to Customer in connection with its Use of the Services, on a twenty-four (24) hours a day, seven (7) days a week basis, in accordance with Cerberus’ standard practice, except for “**Excused Downtime**”, which for purposes of this Agreement means:

(i) planned downtime (with reasonable advance notice to Customer) of the Services; (ii) emergency downtime of the Services; and (iii) any unavailability of the Services caused by circumstances beyond Cerberus’ reasonable control.

Cerberus will use commercially reasonable efforts to provide the Services in accordance with the service levels set forth in Exhibit B.

5. **INVOICES AND CUSTOMER INFORMATION.**

Invoices will be sent to Customer using the Customer information provided on the first page of this Order Form, including an e-mail address that is able to receive invoices from Cerberus.

Customer is solely responsible for ensuring that the designated e-mail address will be regularly checked by the Company’s authorized representative at a no less than monthly basis. Customer agrees to promptly notify Cerberus if the information provided in this Section needs to be updated. Pending such notice, Cerberus will transmit invoices to the e-mail address identified in this Section. Cerberus in its sole discretion may collect any Customer fees directly from the Liquidity Provider.

Schedule 1 to Exhibit A – SaaS fees
Cerberus billing rates computation

Cerberus computes the notional USD value of each transaction that was initiated through the platform for billing purposes by going through the following process.

The SaaS fee is applied on each transaction submitted through the Cerberus system.

1. Compute the notional amount on the transaction executed with the Liquidity Provider in the quote currency by multiplying the traded price by the traded quantity
2. Look up the most recent conversion rate (computation described below) from the above quote currency to USD using the time reported on the trade.
3. Convert the USD notional for the trade by multiplying by the quote currency amount by the conversion rate.
4. Multiply the USD notional for the trade by the fee rate.

Note that currently the timestamps are rounded down. i.e. 08.12am -> 08.00am. The 15 min buckets are configurable by Cerberus and are subject to change.

IN WITNESS WHEREOF, the Parties hereto have executed this Order Form as of the Effective Date.

EXHIBIT B – SERVICE LEVEL AGREEMENT

Customer Support:

Company will provide helpdesk support to Customer to answer questions regarding the use of Subscription Services. Company will use commercially reasonable efforts to diagnose problems and to create error corrections, fixes or workarounds with respect to errors in the Subscription Services reported by Customer to Company; provided that (i) Customer must provide all information reasonably requested by Company, and (ii) Company is able to reproduce the reported error based on the information that Customer provides to Company.

Support Hours & Contacts:

Customer Support will be provided 7 days a week, 24 hours a day.

- L1-L4 Coverage via Phone, Email and Communication platforms (Slack, Telegram): Monday to Friday from 3am EST to 8pm EST.
- L1 only (escalation for Severity 1 issues) via Phone: 7 days a week, 24 hours a day.

Company will provide the customer with a welcome letter that includes all support and escalation contact methods.

Responding to Support Requests: All support requests create a case ticket in the Company support system. The Company support team will assign a priority to the request depending on the nature of the request. Customers will be notified about any ongoing delays resulting from high volume of support requests.

Severity Levels and resolution times:

Severity Level	Description of Problem	[-] Resolution Times and Recovery Time Objectives (“RTO”)	Escalation Path
Severity 1	A critical problem that involves availability or fundamental functionality of the Platform that precludes productive use of the Platform, and that is having, or is likely to have, an immediate and material impact on a critical business activity. No procedural workaround exists.	Problem worked 24 x 7 x 365 until resolved or a workaround is provided. RTO: 4 hours	Immediate: Company Support Contact 4 hours: Senior Engineering Team Member, Management-Level Team Member, Head of Engineering

Severity 2	A significant problem that involves functionality of the Platform or degraded availability, but that does not preclude productive use of the Platform, including by procedural workaround, and is not having and is not likely to have an immediate and material impact on a critical business activity.	Problem worked primarily in the immediate next Business Hours until resolved or a workaround provided. RTO: 1 business day	8 Hours: Company Support Contact, Engineering Team Member 12 Hours: Senior Engineering Team Member, Management-Level Team Member, Head of Engineering
Severity 3	An inconvenient problem with the Platform that inhibits a feature of the Platform but does not preclude productive use of the Platform, including by procedural workaround.	Problem worked primarily during Business Hours. RTO: 1 week	24 Hours: Company Support Contact, Engineering Team Member
Severity 4	General questions related to the use of the Platform, a “how to” question; an error that is minor or cosmetic in nature; or a request to be considered for future enhancements.	Problem worked primarily during Business Hours. RTO: N/A	48 Hours: Company Support Contact, Account Manager

SLA Exclusions. The above availability commitment does not apply to any unavailability, suspension or termination of the Subscription Services, or any other Subscription Services performance issues: (i) caused by factors outside of our reasonable control, including any Force Majeure or Internet access or related problems beyond the demarcation point of the Subscription Services; (ii) that result from any actions or inactions of Customer or Customer’s Authorized Users or any other third party (including our hosting services provider); (iii) that result from Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) arising from our suspension and termination of Customer’s right to use the Subscription Services in accordance with the Agreement (each, an “**SLA Exclusion**”)

EXHIBIT C – WHITE LABEL SCHEDULE

This White-Label Platform Exhibit (“**Exhibit**”) is an attachment to and incorporated into the Software Subscription Agreement (together with this Exhibit, the “**Agreement**”), dated September 1st 2023 by and between Cerberus Technology Services, Inc.(“**Cerberus**”) and _____ (“**Customer**”). This Exhibit sets forth the specific terms applicable to Customer’s access to and use of a white-label specific instance of the Platform allowing Customer to compile, manage and communicate with its End Customer Authorized Users, as licensed in a limited manner by Cerberus to Customer in accordance with this Exhibit (the “**White-Label Platform**”) and the White-Label Services (as defined below). In the event of any conflict or inconsistency between this Exhibit and the body of the Agreement, this Exhibit shall govern. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the body of the Agreement.

Wherever possible, this Exhibit and the Software Subscription Agreement shall be construed as being consistent. Where particular matters are addressed expressly in this Exhibit, the terms and conditions of this Exhibit shall govern the Agreement; otherwise, the terms and conditions of the Software Subscription Agreement (and not this Exhibit) shall govern. For purposes of the White-Label Platform, Services as the term is used in the Software Subscription Agreement shall be amended to include “White-Label Services”, and the term, “Platform” as used in the Software Subscription Agreement shall be amended to include the “White-Label Platform” throughout the Agreement (except for changes necessary to reflect the scope of the applicable license and other particular matters expressly covered under this Exhibit). Capitalized terms used herein without definition shall have their respective meanings under the Software Subscription Agreement.

1. LICENSE GRANT.

1.1 License. Subject to the terms and conditions of the Agreement, during the Term, Cerberus hereby grants Customer a worldwide, non-exclusive, non-transferable (Subject to Section 14(f) of the Agreement), non-sublicensable right to Use the White-Label Platform, on a white-label basis, solely for Customer’s business purpose to provide access to the White-Label Platform to the Authorized Users and allow (i) Customer to compile, manage and communicate with End Customer Authorized Users through the White-Label Platform, and (ii) Customer to compile, manage and communicate with various Liquidity Providers contracted with by the Customer, and supported by the White-Label Platform, provided that in each case Customer strictly complies with the restrictions set forth in Section 2(b) of the Agreement.

1.2 Authorized Users. Customer is solely responsible for and has sole discretion over: (i) determining whether any Customer end-customer is eligible to directly or indirectly use the White-Label Platform as an End Customer Authorized User (including determining End Customer Authorized User access to information related to particular digital assets or fiat currencies); and (ii) ensuring that End Customer Authorized Users comply with the terms of the Agreement and all applicable laws, rules and regulations. Use of the White-Label Platform by both Customer Authorized Users and End Customer Authorized Users is subject to the same terms and conditions applicable to Authorized Users under the Agreement; provided that (x) references to the “Services” will be deemed to mean the “White-Label Services”, (y) references to the “Platform” will be deemed to mean the “White-Label Platform” and (z) Customer will be responsible for any breach by its End Customer Authorized Users of the representations, warranties or other terms

applicable to Authorized Users under the Agreement, including (if applicable) indemnifying Cerberus for any liabilities arising from such breach in accordance with Section 9 of the Agreement.

1.3 White-Label Services. For purposes of the White-Label Platform, the “**White-Label Services**” means (i) the provision of the White-Label Platform (including the APIs), (ii) the software maintenance and technical professional services (such as consulting, development, client, onboarding and implementation services associated with the performance of the White-Label Platform) to be provided by Cerberus to Customer, (iii) second-level support services (if applicable), and (iv) any other software products or services Cerberus provides under this Exhibit.

2. **WHITE-LABELING**. Cerberus will use commercially reasonable efforts to provide, as part of the White-Label Platform, a specific instance of the Platform which will be entirely white-labeled (i.e., no mention of Cerberus on the White-Label Platform) unless otherwise mutually agreed by the parties.

3. **COOPERATION**. Customer will provide Cerberus with reasonable cooperation and information as necessary for Cerberus to provide the White-Label Platform hereunder, including, without limitation, by (a) providing Cerberus with access to required or reasonably requested information, data, or materials, (b) making available to Cerberus sufficient personnel and system access as necessary to facilitate its timely completion of the White-Label Services, and (c) providing all additional support, cooperation, and assistance to be provided by Customer to Cerberus as reasonably requested or required for Cerberus’ provision of the White-Label Platform. Cerberus will not be responsible for any delays or failures in connection with the Agreement to the extent that such delays or failures resulted from Customer’s failure to comply with its obligations in this Section.

4. **SUPPORT.**

4.1 Support of Authorized Users. Customer will provide its End Customer Authorized Users with direct first-level support services for the White-Label Platform, including allocating sufficient and adequate resources to provide such first-level support services and using commercially reasonable efforts to address any issues that arise with such End Customer Authorized Users. Under no circumstances will Cerberus provide support services to, communicate or otherwise interact with any End Customer Authorized Users.

4.2 Cerberus Support of Customer. Cerberus will use good faith efforts to provide Customer with second- level support services for the White-Label Platform consistent with the support obligations, if any, set forth in Exhibit C to the Agreement, after Customer has provided first-level support services in accordance with Section 4.1, including having used commercially reasonable efforts to resolve first-level support issues independently.

5. **FEES; PAYMENT TERMS**. Unless otherwise specified by Cerberus in writing, the fees for the White-Label Platform will be as set forth in the Order Form, attached as Exhibit A to the Agreement.

6. **TRADEMARKS**. Notwithstanding anything to the contrary in the Agreement, during the Term, Customer grants Cerberus a worldwide, non-exclusive, royalty-free, fully paid-up license to use Customer’s Marks in connection with Cerberus’ provision, operation, and maintenance of the White-Label Platform under the Agreement.

7. DATA PROCESSING. Cerberus will Process (as that term is defined in the DPA) any Customer Personal Data (as that term is defined in the DPA) in connection with the White Label Platform and the White Label Services in accordance with the Data Processing Addendum (“DPA”), attached hereto as Exhibit D-2.

8. COMPLIANCE.

8.1 Compliance Programs. Customer will maintain and implement the following: (i) an anti-money laundering and sanctions compliance program, (ii) a fraud prevention program, (ii) such other compliance programs, policies, and procedures required or appropriate to ensure that any services that Customer provides to its End Customer Authorized Users through the White-Label Platform or otherwise in connection with the Agreement comply with applicable laws, rules and regulations, including those in connection with the White-Label Platform and its Authorized Users use of the White-Label Platform (“Customer Services”). Further, and without limitation of any other term of this Agreement, Customer shall be solely responsible for all aspects of any Customer Service available to applicable End Customer Authorized Users.

8.2 Compliance. Customer hereby represents, warrants and covenants to Cerberus that at all times: (i) Customer will comply with this Agreement and all applicable laws, rules and regulations regarding Customer’s use of the White Label Services, and Customer will procure that all Authorized Users, agents, employees comply with all applicable laws, rules and regulations regarding use of the White Label Services; (ii) Customer is complaint at all times with all applicable laws, rules and regulations in all jurisdictions in which it operates; and (iii) Customer will procure that all Authorized Users or other end-users use the White-Label Platform and White Label Services only for lawful services; and (iv) Customer holds all required licenses, registrations and permissions to carry on its business.

8.3 Authorized Users. Customer is responsible and liable for acts and omissions of its End Customer Authorized Users, including (i) all services provided to End Customer Authorized Users, (ii) all Know Your Customer (“KYC”) and/or customer due diligence (“CDD”) requirements relating to End Customer Authorized Users and the on-boarding of End Customer Authorized Users and the correct inputting of trade details, (iii) all operational matters relating to End Customer Authorized Users, (iv) all sales, marketing and account management relating to End Customer Authorized Users, including the promotion and marketing of products, transactions and related services. Customer represents that it and/or its End Customer Authorized Users have entered into Liquidity Provider Agreements with and have individual accounts at each Liquidity Provider (to the extent required by the Liquidity Provider), and that all transactions relating to any Trading Instructions concern bilateral agreements entered into by it and/or the End Customer Authorized Users and the relevant Liquidity Provider (with no involvement from Cerberus) and executed pursuant to the rules and practices of the Liquidity Provider and all applicable laws.

8.4 Records. Customer will, in accordance with its applicable record retention policies, maintain a detailed record of all trading orders managed, compiled and communicated through the White-Label Platform, all material written complaints it receives related to any Services, Customer Services, or the activities conducted pursuant to the Agreement and any other information that Customer is required by applicable laws, rules and regulations to retain. Customer acknowledges that it is solely responsible for all records related to its end customers.

8.5 Screening. For use of the Services and performance of any Customer Services, Customer will review and screen each End Customer Authorized User in accordance with applicable laws, rules and regulations, its global due diligence, global anti-money laundering, counter-financing of terrorism, “know your consumer” and other similar policies (collectively, “**KYC Screening**”). Customer will update its KYC Screening based on applicable law or government communications, including recommendations from government agencies. Cerberus retains the right to reject or block any transaction in accordance with applicable law.

9. **TERM**. The term of the White-Label Services shall be the Subscription Period (as set forth in the Order Form); provided that in addition to any termination rights under the Agreement, Cerberus can suspend Customer’s use of the White Label Platform or terminate this Exhibit if a financial regulator, regulatory or government agency, or law enforcement threatens any adverse legal or regulatory action, investigation or inquiry with respect to the White Label Platform or White Label Services.

IN WITNESS WHEREOF, the Parties hereto have executed this Exhibit as of the Effective Date.

EXHIBIT D-1 – LICENSED PLATFORM DATA PROCESSING ADDENDUM

This Data Processing Addendum (including its Appendices) (“**Addendum**”) forms part of and is subject to the terms and conditions of the Software Subscription Agreement (the “**Agreement**”) by and between _____ (“**Customer**”) and Cerberus Technology Services, Inc. (“**Cerberus**”).

1. Subject Matter and Duration.

a) Subject Matter. This Addendum reflects the parties’ commitment to abide by Data Protection Laws concerning the Processing of Customer Personal Data under the Licensed Platform in accordance with the terms of the Agreement. If and to the extent language in this Addendum or any of its Exhibits conflicts with the Agreement, this Addendum shall control.

b) Duration. This Addendum will become legally binding upon the date that the parties sign this Addendum. This Addendum will terminate automatically upon termination of the Agreement.

2. Definitions.

For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

a) “Customer Personal Data” means Personal Data Processed by Cerberus under the Agreement.

b) “Data Protection Laws” means all applicable data privacy, data protection, and cybersecurity laws, rules and regulations to which the Customer Personal Data are subject. “Data Protection Laws” may include, but are not limited to, the California Consumer Privacy Act of 2018 (“**CCPA**”); the EU General Data Protection Regulation 2016/679 (“**GDPR**”) and its respective national implementing legislations; the Swiss Federal Act on Data Protection; the United Kingdom General Data Protection Regulation; and the United Kingdom Data Protection Act 2018 (in each case, as amended, adopted, or superseded from time to time).

c) “Personal Data” has the meaning assigned to the term “personal data” or “personal information” under applicable Data Protection Laws, and will, at a minimum, mean any information relating to an identified or identifiable natural person.

d) “Process” or “Processing” means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

e) “Security Incident(s)” means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data attributable to Cerberus.

f) “Services” means the services that Cerberus performs under the Agreement.

3. Processing Terms for Customer Personal Data.

a) Cerberus’s Role under Data Protection Laws. Cerberus is a “Business” and/or independent “Controller” of Customer Personal Data (as such terms are defined by Data Protection Laws). Under no circumstances shall the parties be considered joint “Controllers” under Data Protection Laws.

- b) Cerberus's Processing of Customer Personal Data. Cerberus shall Process Customer Personal Data to provide the Services and in accordance with the Cerberus Privacy Policy available at: <https://www.Cerberus.com/privacy>
- c) Information Security. Cerberus shall implement and maintain commercially reasonable technical and organizational measures designed to protect Customer Personal Data in accordance with the Technical and Organizational Measures attached hereto as **Appendix I**.
- d) Security Incidents. Upon becoming aware of a Security Incident, Cerberus agrees to provide written notice without undue delay to Customer. Cerberus shall be solely responsible for remediating the Security Incident, including the provision of any legally required notice to affected individuals required under Data Protection Laws.

4. Cross-Border Transfers of Customer Personal Data.

- a) Cross-Border Transfers of Customer Personal Data. Customer authorizes Cerberus to transfer Customer Personal Data across international borders, including from the European Economic Area, Switzerland, and/or the United Kingdom to the United States.
- b) EEA, Swiss, and UK Standard Contractual Clauses. If Customer Personal Data originating in the European Economic Area, Switzerland, and/or the United Kingdom is transferred by Customer to Cerberus in a country that has not been found to provide an adequate level of protection under applicable data protection laws, the parties agree that the transfer shall be governed by Module One's obligations in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**Standard Contractual Clauses**") as supplemented by **Appendix 2** attached hereto, the terms of which are incorporated herein by reference. Each party's signature to this Agreement shall be considered a signature to the Standard Contractual Clauses to the extent that the Standard Contractual Clauses apply hereunder.

APPENDIX 1 TO THE DATA PROCESSING ADDENDUM

TECHNICAL AND ORGANIZATIONAL MEASURES

This Appendix 1 forms part of the Addendum. Capitalized terms not defined in this Appendix 1 have the meaning set forth in Addendum.

Cerberus shall use commercially reasonable efforts to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Customer Personal Data. Such safeguards shall include:

1. Information Security Policy. Cerberus shall maintain a written information security policy applicable to all authorized personnel.
2. Personnel Security. Cerberus will provide information security awareness training to all employees annually.
3. Access Control. Cerberus will maintain an access control policy, procedures, and controls consistent with industry standard practices. Cerberus will (a) limit access to Customer Personal Data to those employees and Subprocessors with a need-to-know, (b) promptly terminate its personnel's access to Customer Personal Data when such access is no longer required for performance under the Agreement; (c) ensure multifactor authentication is used to access all Customer Personal Data and network systems (d) log the details of any access to Customer Personal Data, and (e) be responsible for any "**Processing**" (as defined in the Addendum) of Customer Personal Data by its personnel. Cerberus agrees to employ reasonable tools and techniques to detect unauthorized access, copying, or leakage of sensitive information. Cerberus shall implement measures to prevent Customer Personal Data from being downloaded or otherwise copied to local drives or removable media.
4. Logical Separation. Cerberus will ensure Customer Personal Data is logically separated from other Cerberus client data.
5. Encryption. Using industry standard encryption tools, Cerberus will encrypt Customer Personal Data that Cerberus: (i) transmits or sends wirelessly or across public networks or within the Cerberus Systems; (ii) stores on laptops or storage media, and (iii) stores on portable devices or within the Cerberus System. Cerberus will safeguard the security and confidentiality of all encryption keys associated with encrypted information. Cerberus shall encrypt all Customer Personal Data while at rest and in transit.
6. Password Management. Cerberus will maintain a password management policy designed to ensure strong passwords consistent with industry standard practices. Multi-factor will be enforced for authentication to production systems by Cerberus staff.
7. Security Monitoring. Cerberus will provide security detection & monitoring for production systems with alerts evaluated and escalated 24x7x365 based on severity and impact.
8. Incident Response Plan. Cerberus will maintain an incident response plan to detect, respond to, contain, investigate, and remediate cybersecurity incidents, including all incidents that compromise the confidentiality, integrity, and availability of data, systems, networks, and services. The plan shall identify and assign roles and responsibilities to key stakeholders and decision-makers across the organization. Cerberus shall regularly test the incident response plan.
9. Backups of Customer Personal Data. Cerberus will maintain an industry standard backup system and backup of Customer Personal Data designed to facilitate timely recovery in the event of a service interruption.
10. Disaster Recovery and Business Continuity Plans. Cerberus will maintain disaster recovery and business continuity plans consistent with industry standard practices.

11. Third Party Assessment. Cerberus shall engage a qualified third-party assessment organization to conduct external penetration testing on at least an annual basis and shall remediate any findings classified as “critical” or “high” within 30 days.
12. Detection and Alerting. will proactively monitor, detect, and alert its internal security team regarding suspicious or malicious activity within Cerberus’s production and corporate environments.
13. Security Segmentation. Cerberus will use appropriate measures to monitor, detect and restrict the flow of information on a multilayered basis within the Cerberus Systems using tools such as firewalls, proxies, and network-based intrusion detection systems, where necessary.
14. Secure Software Development. Cerberus represents and warrants that any software used in connection with the Processing of Customer Personal Data is or has been developed using secure software development practices, including: (a) segregating development and production environments; (b) filtering out potentially malicious character sequences in user inputs; (c) using secure communication techniques, including encryption; (d) using sound memory management practices; (e) using web application firewalls to address common web application attacks such as cross-site scripting, SQL injection and command injection; (f) implementing the OWASP Top Ten recommendations, as applicable; (g) patching of software; (h) testing object code and source code for common coding errors and vulnerabilities using code analysis tools; (i) testing of web applications for vulnerabilities using web application scanners; and (j) testing software for performance under denial of service and other resource exhaustion attacks.

APPENDIX 2 TO THE DATA PROCESSING ADDENDUM
ADDITIONAL TERMS FOR THE STANDARD CONTRACTUAL CLAUSES

This Appendix 2 forms part of the Addendum and supplements the Standard Contractual Clauses. Capitalized terms not defined in this Appendix 2 have the meaning set forth in the Addendum.

The parties agree that the following terms shall supplement the Standard Contractual Clauses:

1. Supplemental Terms. The parties agree that the following terms shall supplement the Standard Contractual Clauses: (i) a new Clause 1(e) is added to the Standard Contractual Clauses which shall read: “To the extent applicable hereunder, these Clauses also apply mutatis mutandis to the Parties’ processing of personal data that is subject to the applicable data protection laws of Switzerland and/or the United Kingdom. Where applicable, references to EU Member State law or EU supervisory authorities shall be modified to include the appropriate reference under Swiss and/or United Kingdom law as it relates to transfers of personal data that are subject to such laws.”; (ii) the optional text in Clause 7 is deleted; (iii) the measures Cerberus is required to take under Clause 8.5(d) of the Standard Contractual Clauses are those measures required of Cerberus under applicable Data Protection Laws; (iv) the optional text in Clause 11 is deleted; (v) the termination right contemplated by Clause 14(f) and Clause 16(c) of the Standard Contractual Clauses will be limited to the termination of the Standard Contractual Clauses, in which case, the corresponding Processing of Customer Personal Data affected by such termination shall be discontinued unless otherwise agreed by the parties; (vi) notwithstanding anything to the contrary, Customer will reimburse Cerberus for all costs and expenses incurred by Cerberus in connection with the performance of Cerberus’s obligations under Clause 15.1(b) and Clause 15.2 of the Standard Contractual Clauses without regard for any limitation of liability set forth in the Agreement; (vii) the information required under Clause 15.1(c) will be provided upon Customer’s written request; and (viii) in Clauses 17 and 18, the governing law and the competent courts are those of Ireland (for EEA transfers), Switzerland (for Swiss transfers), or England and Wales (for UK transfers).

2. Annex I. Annex I to the Standard Contractual Clauses shall read as follows:

A. List of Parties

Data Exporter: Customer.

Address: As set forth in the Notices section of the Agreement.

Contact person’s name, position, and contact details: As set forth in the Notices section of the Agreement.

Activities relevant to the data transferred under these Clauses: As set forth in the Agreement.

Role: Controller.

Data Importer: Cerberus.

Address: As set forth in the Notices section of the Agreement.

Contact person’s name, position, and contact details: As set forth in the Notices section of the Agreement.

Activities relevant to the data transferred under these Clauses: As set forth in the Agreement.

Role: Controller.

B. Description of the Transfer:

Categories of data subjects whose personal data is transferred: Customer's personnel who are authorized users of the Services and Customer's customers.

Categories of personal data transferred: Customer Personal Data that is Processed under the Agreement including, but not limited to, name and email address.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: To the parties' knowledge, no sensitive data is transferred.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Customer Personal Data is transferred on a continuous basis by virtue of an authorized user's use of the Services.

Nature of the processing: As set forth in the Agreement.

Purpose(s) of the data transfer and further processing: Cerberus provides software to help institutions manage their full trade lifecycle of liquidity sourcing, direct market access, price discovery, algorithmic trade execution, transaction cost analysis (TCA), reporting, clearing, and settlement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Customer Personal Data will be retained in accordance with the Cerberus privacy policy available at: <https://Cerberus.com/privacy-policy/>.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: The list of Cerberus's subprocessors can be provided upon Customer's request.

C. Competent Supervisory Authority: The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the parties consistent with the conditions set forth in Clause 13.

D. Additional Data Transfer Impact Assessment Questions: Data importer agrees that the responses to the data transfer impact assessment questions below are true, complete, and accurate.

Is data importer subject to any laws in a country outside of the European Economic Area, Switzerland, and/or the United Kingdom where personal data is stored or accessed from that would interfere with data importer fulfilling its obligations under the Standard Contractual Clauses? For example, FISA Section 702. If yes, please list these laws: As of the effective date of the Addendum, no court has found Cerberus to be eligible to receive process issued under the laws contemplated by Question 10, including FISA Section 702 and no such court action is pending.

Has data importer ever received a request from public authorities for information pursuant to the laws contemplated by the question above? If yes, please explain: No.

Has data importer ever received a request from public authorities for personal data of individuals located in European Economic Area, Switzerland, and/or the United Kingdom? If yes, please explain: No.

3. Annex II. Annex II of the Standard Contractual Clauses shall read as follows:

Data importer shall implement and maintain appropriate technical and organisational measures designed to protect personal data in accordance with the Addendum.

EXHIBIT D-2 – WHITE-LABEL PLATFORM DATA PROCESSING ADDENDUM

This Data Processing Addendum (including its Appendices) (“**Addendum**”) forms part of and is subject to the terms and conditions of the White Label Platform Exhibit (the “**White Label Platform Exhibit**”) by and between _____ (“**Customer**”) and Cerberus Technology Services, Inc. (“**Cerberus**”).

1. Subject Matter and Duration.

a) Subject Matter. This Addendum reflects the parties’ commitment to abide by Data Protection Laws concerning the Processing of Customer Personal Data under the terms of the White Label Platform Exhibit. All capitalized terms that are not expressly defined in the White Label Platform Exhibit will have the meanings given to them in the White Label Platform Exhibit. If and to the extent language in this Addendum or any of its Exhibits conflicts with the White Label Platform Exhibit, this Addendum shall control.

b) Duration. This Addendum will become legally binding upon the date that the parties sign this Addendum. This Addendum will terminate automatically upon termination of the White Label Platform Exhibit.

2. Definitions.

For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

a) “Customer Personal Data” means Personal Data Processed by Cerberus under the White Label Platform Exhibit on behalf of Customer.

b) “Data Protection Laws” means all applicable data privacy, data protection, and cybersecurity laws, rules and regulations to which the Customer Personal Data are subject. “Data Protection Laws” may include, but are not limited to, the California Consumer Privacy Act of 2018 (“**CCPA**”); the EU General Data Protection Regulation 2016/679 (“**GDPR**”) and its respective national implementing legislations; the Swiss Federal Act on Data Protection; the United Kingdom General Data Protection Regulation; and the United Kingdom Data Protection Act 2018 (in each case, as amended, adopted, or superseded from time to time).

c) “Personal Data” has the meaning assigned to the term “personal data” or “personal information” under applicable Data Protection Laws, and will, at a minimum, mean any information relating to an identified or identifiable natural person.

d) “Process” or “Processing” means any operation or set of operations which is performed on Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

e) “Security Incident(s)” means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data attributable to Cerberus.

f) “Services” means the services that Cerberus performs under the White Label Platform Exhibit.

g) “Subprocessor(s)” means Cerberus’s authorized vendors and third-party service providers that Process Customer Personal Data.

3. Processing Terms for Customer Personal Data.

- a) Cerberus's Role under Data Protection Laws. Cerberus is a "Service Provider" and/or independent "Processor" of Customer Personal Data (as such terms are defined by Data Protection Laws). Under no circumstances shall the parties be considered joint "Controllers" under Data Protection Laws.
- b) Cerberus's Processing of Customer Personal Data. Cerberus shall Process Customer Personal Data to provide the Services in accordance with the White Label Platform Exhibit, this Addendum, any applicable Statement of Work, and any instructions agreed upon by the parties. Cerberus will, unless legally prohibited from doing so, inform Customer in writing if it reasonably believes that there is a conflict between Customer's instructions and applicable law or otherwise seeks to Process Customer Personal Data in a manner that is inconsistent with Customer's instructions.
- c) Authorization to Use Subprocessors. To the extent necessary to fulfill Cerberus's contractual obligations under the White Label Platform Exhibit, Customer hereby authorizes Cerberus to engage Subprocessors.
- d) Cerberus and Subprocessor Compliance. Cerberus shall (i) enter into a written agreement with Subprocessors regarding such Subprocessors' Processing of Customer Personal Data that imposes on such Subprocessors data protection requirements for Customer Personal Data that are consistent with this Addendum; and (ii) remain responsible to Customer for Cerberus's Subprocessors' failure to perform their obligations with respect to the Processing of Customer Personal Data.
- e) Right to Object to Subprocessors. Where required by Data Protection Laws, Cerberus will notify Customer via email prior to engaging any new Subprocessors that Process Customer Personal Data and allow Customer ten (10) days to object. If Customer has legitimate objections to the appointment of any new Subprocessor, the parties will work together in good faith to resolve the grounds for the objection.
- f) Confidentiality. Any person authorized to Process Customer Personal Data must contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality.
- g) Personal Data Inquiries and Requests. Where required by Data Protection Laws, Cerberus agrees to provide reasonable assistance and comply with reasonable instructions from Customer related to any requests from individuals exercising their rights in Customer Personal Data granted to them under Data Protection Laws.
- h) Sale of Customer Personal Data Prohibited. Cerberus shall not sell Customer Personal Data as the term "sell" is defined by the CCPA.
- i) Data Protection Impact Assessment and Prior Consultation. Where required by Data Protection Laws, Cerberus agrees to provide reasonable assistance at Customer's expense to Customer where, in Customer's judgement, the type of Processing performed by Cerberus requires a data protection impact assessment and/or prior consultation with the relevant data protection authorities.
- j) Demonstrable Compliance. Cerberus agrees to provide information reasonably necessary to demonstrate compliance with this Addendum upon Customer's reasonable request.
- k) Service Optimization. Where permitted by Data Protection Laws, Cerberus may Process Customer Personal Data: (i) for its internal uses to build or improve the quality of its services; (ii) to detect Security Incidents; and (iii) to protect against fraudulent or illegal activity.
- l) Aggregation and De-Identification. Cerberus may: (i) compile aggregated and/or de-identified information in connection with providing the Services provided that such information cannot reasonably be used to identify Customer or any data subject to whom Customer Personal Data relates ("**Aggregated and/or De-Identified Data**"); and (ii) use Aggregated and/or De-Identified Data for its lawful business purposes.

m) Information Security. Cerberus shall implement and maintain commercially reasonable technical and organizational measures designed to protect Customer Personal Data in accordance with the Technical and Organizational Measures attached hereto as Appendix I.

n) Security Incidents. Upon becoming aware of a Security Incident, Cerberus agrees to provide written notice without undue delay to Customer within the time frame required under Data Protection Laws to Customer's designated point of contact. Where possible, such notice will include all available details required under Data Protection Laws for Customer to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident

4. Cross-Border Transfers of Customer Personal Data.

a) Cross-Border Transfers of Customer Personal Data. Customer authorizes Cerberus and its Subprocessors to transfer Customer Personal Data across international borders, including from the European Economic Area, Switzerland, and/or the United Kingdom to the United States.

b) EEA, Swiss, and UK Standard Contractual Clauses. If Customer Personal Data originating in the European Economic Area, Switzerland, and/or the United Kingdom is transferred by Customer to Cerberus in a country that has not been found to provide an adequate level of protection under applicable Data Protection Laws, the parties agree that the transfer shall be governed by Module Two's obligations in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**Standard Contractual Clauses**") as supplemented by Appendix 2 attached hereto, the terms of which are incorporated herein by reference. Each party's signature to this Addendum shall be considered a signature to the Standard Contractual Clauses to the extent that the Standard Contractual Clauses apply hereunder.

5. Audits.

a) Customer Audit. Where Data Protection Laws afford Customer an audit right, Customer (or its appointed representative) may carry out an audit of Cerberus's policies, procedures, and records relevant to the Processing of Customer Personal Data. Any audit must be: (i) conducted during Cerberus's regular business hours; (ii) with reasonable advance notice to Cerberus; (iii) carried out in a manner that prevents unnecessary disruption to Cerberus's operations; and (iv) subject to reasonable confidentiality procedures. In addition, any audit shall be limited to once per year, unless an audit is carried out at the direction of a government authority having proper jurisdiction.

6. Customer Personal Data Deletion.

a) Data Deletion. At the expiry or termination of the White Label Platform Exhibit, Cerberus will delete all Customer Personal Data (excluding any back-up or archival copies which shall be deleted in accordance with Cerberus's data retention schedule), except where Cerberus is required to retain copies under applicable laws, in which case Cerberus will isolate and protect that Customer Personal Data from any further Processing except to the extent required by applicable laws.

7. **Customer's Obligations**. Customer represents and warrants that: (i) it has complied and will comply with Data Protection Laws; (ii) it has provided data subjects whose Customer Personal Data will be Processed in connection with the White Label Platform Exhibit with a privacy notice or similar document that clearly and accurately describes Customer's practices with respect to the Processing of Customer Personal Data; (iii) it has obtained and will obtain and continue to have, during the term, all necessary rights, lawful bases, authorizations, consents, and licenses for the Processing of Customer Personal Data as contemplated by the White Label Platform Exhibit; and (iv) Cerberus's Processing of Customer Personal Data in accordance with the White Label Platform Exhibit will not violate Data Protection Laws or cause a breach of any agreement or obligations between Customer and any third party.

8. Processing Details.

- a) Subject Matter. The subject matter of the Processing is the Services pursuant to the White Label Platform Exhibit.
- b) Duration. The Processing will continue until the expiration or termination of the White Label Platform Exhibit.
- c) Categories of Data Subjects. Data subjects whose Customer Personal Data will be Processed pursuant to the White Label Platform Exhibit.
- d) Nature and Purpose of the Processing. The purpose of the Processing of Customer Personal Data by Cerberus is the performance of the Services.
- e) Types of Customer Personal Data. Customer Personal Data that is Processed pursuant to the White Label Platform Exhibit.

APPENDIX 1 TO THE DATA PROCESSING ADDENDUM
TECHNICAL AND ORGANIZATIONAL MEASURES

This Appendix 1 forms part of the Addendum. Capitalized terms not defined in this Appendix 1 have the meaning set forth in Addendum.

Cerberus shall use commercially reasonable efforts to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Customer Personal Data. Such safeguards shall include:

1. Information Security Policy. Cerberus shall maintain a written information security policy applicable to all authorized personnel.
2. Training. Cerberus will provide information security awareness training to all employees annually.
3. Access Control. Cerberus will maintain an access control policy, procedures, and controls consistent with industry standard practices. Cerberus will limit access to Customer Personal Data to those employees and Subprocessors with a need-to-know.
4. Logical Separation. Cerberus will ensure Customer Personal Data is logically separated from other Cerberus client data.
5. Encryption. Where appropriate, Customer Personal Data will be encrypted in-transit and at rest using industry standard encryption technologies.
6. Password Management. Cerberus will maintain a password management policy designed to ensure strong passwords consistent with industry standard practices.
7. Incident Response Plan. Cerberus will maintain an incident response plan that addresses Security Incident handling. Upon request, Cerberus will provide Customer with a copy of its incident response plan.
8. Backups of Customer Personal Data. Cerberus will maintain an industry standard backup system and backup of Customer Personal Data designed to facilitate timely recovery in the event of a service interruption.
9. Disaster Recovery and Business Continuity Plans. Cerberus will maintain disaster recovery and business continuity plans consistent with industry standard practices.

APPENDIX 2 TO THE DATA PROCESSING ADDENDUM
ADDITIONAL TERMS FOR THE STANDARD CONTRACTUAL CLAUSES

This Appendix 2 forms part of the Addendum and supplements the Standard Contractual Clauses. Capitalized terms not defined in this Appendix 2 have the meaning set forth in the Addendum.

The parties agree that the following terms shall supplement the Standard Contractual Clauses:

1. Supplemental Terms. The parties agree that the following terms shall supplement the Standard Contractual Clauses: (i) a new Clause 1(e) is added to the Standard Contractual Clauses which shall read: “To the extent applicable hereunder, these Clauses also apply mutatis mutandis to the Parties’ processing of personal data that is subject to the applicable data protection laws of the Swiss Federal Act on Data Protection. Where applicable, references to EU Member State law or EU supervisory authorities shall be modified to include the appropriate reference under Swiss law as it relates to transfers of personal data that are subject to the Swiss Federal Act on Data Protection.”; (ii) the optional text in Clause 7 is deleted; (iii) a new Clause 1(f) is added to the Standard Contractual Clauses which shall read: “To the extent applicable hereunder, these Clauses, as supplemented by Annex III, also apply mutatis mutandis to the Parties’ processing of personal data that is subject to the UK Data Protection Laws (as defined in Annex III); (iv) Option 1 in Clause 9 is struck and Option 2 is kept, and data importer must submit the request for specific authorization in accordance with Section 3(e) of the Addendum; (v) the optional text in Clause 11 is deleted; and (vi) in Clauses 17 and 18, the governing law and the competent courts are those of Ireland (for EEA transfers), Switzerland (for Swiss transfers), or England and Wales (for UK transfers).

2. Annex I. Annex I to the Standard Contractual Clauses shall read as follows:

A. List of Parties

Data Exporter: Customer.

Address: As set forth in the Notices section of the Software Subscription Agreement dated by and between Cerberus and Customer (the “**Main Agreement**”).

Contact person’s name, position, and contact details: As set forth in the Notice section of the Main Agreement.

Activities relevant to the data transferred under these Clauses: The Services as set forth in the White Label Platform Exhibit.

Role: Controller.

Data Importer: Cerberus.

Address: As set forth in the Notices section of the Main Agreement.

Contact person’s name, position, and contact details: As set forth in the Notice section of the Main Agreement.

Activities relevant to the data transferred under these Clauses: The Services as set forth in the White Label Platform Exhibit.

Role: Processor.

B. Description of the Transfer:

Categories of data subjects whose personal data is transferred: Customer's personnel who are authorized users of the Services and Customer's customers.

Categories of personal data transferred: Customer Personal Data that is Processed under the White Label Platform Exhibit including, but not limited to, name and email address.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: To the parties' knowledge, no sensitive data is transferred.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Customer Personal Data is transferred on a continuous basis by virtue of an authorized user's use of the Services.

Nature of the processing: As set forth in the White Label Platform Exhibit.

Purpose(s) of the data transfer and further processing: Cerberus provides software to help institutions and their customers manage their full trade lifecycle of liquidity sourcing, direct market access, price discovery, algorithmic trade execution, transaction cost analysis (TCA), reporting, clearing, and settlement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Customer Personal Data will be retained in accordance with the Cerberus privacy policy available at: <https://Cerberus.com/privacy-policy/>.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: The list of Cerberus's subprocessors can be provided upon Customer's request.

C. Competent Supervisory Authority: The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the parties consistent with the conditions set forth in Clause 13.

D. Additional Data Transfer Impact Assessment Questions: Data importer agrees that the responses to the data transfer impact assessment questions below are true, complete, and accurate.

Will data importer process any personal data under the Clauses about a non-United States person that is "foreign intelligence information" as defined by 50 U.S.C. § 1801(e)? Not to data importer's knowledge.

Is data importer subject to any laws in a country outside of the European Economic Area, Switzerland, and/or the United Kingdom where personal data is stored or accessed from that would interfere with data importer fulfilling its obligations under the Standard Contractual Clauses? For example, FISA Section 702. If yes, please list these laws: As of the effective date of the Addendum, no court has found Cerberus to be eligible to receive process issued under the laws contemplated by Question 10, including FISA Section 702 and no such court action is pending.

Has data importer ever received a request from public authorities for information pursuant to the laws contemplated by the question above? If yes, please explain: No.

Has data importer ever received a request from public authorities for personal data of individuals located in European Economic Area, Switzerland, and/or the United Kingdom? If yes, please explain: No.

E. Data Transfer Impact Assessment Outcome: Taking into account the information and obligations set forth in the Addendum and, as may be the case for a party, such party's independent research, to the parties' knowledge, the personal data originating in the European Economic Area, Switzerland, and/or the United Kingdom that is transferred pursuant to the Standard Contractual Clauses to a country that has not been found to provide an adequate level of protection under applicable data protection laws is afforded a level of protection that is essentially equivalent to that guaranteed by applicable data protection laws.

F. Clarifying Terms: The parties agree that: (i) the certification of deletion required by Clause 8.5 and Clause 16(d) of the Standard Contractual Clauses will be provided upon data exporter's written request; (ii) the measures data importer is required to take under Clause 8.6(c) of the Standard Contractual Clauses will only cover data importer's impacted systems; (iii) the audit described in Clause 8.9 of the Clauses shall be carried out in accordance with Section 7 of the Addendum; (iv) where permitted by applicable data protection laws, data importer may engage existing subprocessors using European Commission Decision C(2010)593 Standard Contractual Clauses for Controllers to Processors and such use of subprocessors shall be deemed to comply with Clause 9 of the Standard Contractual Clauses; (v) the termination right contemplated by Clause 14(f) and Clause 16(c) of the Standard Contractual Clauses will be limited to the termination of the Standard Contractual Clauses; (vi) unless otherwise stated by data importer, data exporter will be responsible for communicating with data subjects pursuant to Clause 15.1(a) of the Standard Contractual Clauses; (vii) the information required under Clause 15.1(c) of the Standard Contractual Clauses will be provided upon data exporter's written request; and (viii) notwithstanding anything to the contrary, data exporter will reimburse data importer for all costs and expenses incurred by data importer in connection with the performance of data importer's obligations under Clause 15.1(b) and Clause 15.2 of the Standard Contractual Clauses without regard for any limitation of liability set forth in the Main Agreement or the White Label Exhibit.

3. Annex II. Annex II of the Standard Contractual Clauses shall read as follows:

Data importer shall implement and maintain appropriate technical and organisational measures designed to protect personal data in accordance with the Addendum.

Pursuant to Clause 10(b), data importer will provide data exporter assistance with data subject requests in accordance with the Addendum.

4. Annex III. A new Annex III shall be added to the Standard Contractual Clauses and shall read as follows:

Standard Data Protection Clauses to be issued by the Commissioner under S119A(1) Data Protection Act 2018

UK Addendum to the EU Commission Standard Contractual Clauses

Date of this Addendum:

- 1. The Standard Contractual Clauses are dated as of the same date as the Addendum.

Background:

2. The Information Commissioner considers this Addendum provides appropriate safeguards for the purposes of transfers of personal data to a third country or an international organisation in reliance on Articles 46 of the UK GDPR and, with respect to data transfers from controllers to processors and/or processors to processors. This Addendum forms part of and supplements the Standard Contractual Clauses to which it is attached. If personal data originating in the United Kingdom is transferred by data exporter to data importer in a country that has not been found to provide an adequate level of protection under UK Data Protection Laws, the Parties agree that the transfer shall be governed by the Standard Contractual Clauses as supplemented by this Addendum.

Interpretation of this Addendum

- 3. Where this Addendum uses terms that are defined in the Annex those terms shall have the same meaning as in the Annex. In addition, the following terms have the following meanings:

This Addendum	This Addendum to the Standard Contractual Clauses
The Annex	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	The United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
UK	The United Kingdom of Great Britain and Northern Ireland

- 4. This Addendum shall be read and interpreted in the light of the provisions of UK Data Protection Laws, and so that it fulfills the intention for it to provide the appropriate safeguards as required by Article 46 UK GDPR.
- 5. This Addendum shall not be interpreted in a way that conflicts with rights and obligations provided for in UK Data Protection Laws.
- 6. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

- 7. In the event of a conflict or inconsistency between this Addendum and the provisions of the Standard Contractual Clauses or other related agreements between the Parties, existing at the time this Addendum is

agreed or entered into thereafter, the provisions which provide the most protection to data subjects shall prevail.

Incorporation of the Clauses

8. This Addendum incorporates the Clauses which are deemed to be amended to the extent necessary so they operate:

- a. for transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that transfer; and
- b. to provide appropriate safeguards for the transfers in accordance with Articles 46 of the UK GDPR Laws.

9. The amendments required by Section 8 above, include (without limitation):

- a. References to the "Clauses" means this Addendum as it incorporates the Standard Contractual Clauses
- b. Clause 6 Description of the transfer(s) is replaced with:

"The details of the transfer(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer."

- c. References to "Regulation (EU) 2016/679" or "that Regulation" are replaced by "UK Data Protection Laws" and references to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws.

- d. References to Regulation (EU) 2018/1725 are removed.

- e. References to the "Union", "EU" and "EU Member State" are all replaced with the "UK."

- f. Clause 13(a) and Part C of Annex II are not used; the "competent supervisory authority" is the Information Commissioner.

- g. Clause 17 is replaced to state "These Clauses are governed by the laws of England and Wales."

- h. Clause 18 is replaced to state:

"Any dispute arising from these Standard Contractual Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts."

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