

# General Terms and Conditions for the Acquisition, Alienation, and Exchange of Virtual Assets

## 1. General Provisions

1.1. Any terms used in these General Terms and Conditions for the Acquisition, Alienation, and Exchange of Virtual Assets (hereinafter referred to as the "Terms") shall be used in accordance with the meaning assigned to them by the norms of Applicable Law, this Agreement, and/or the internal documents of the Company published on the Internet at: <https://chain-bridge.org/en>.

1.2. The right to accept the Terms is held by individuals who have reached the age of 18 (eighteen) years and are not incapacitated (or restricted in capacity) based on the norms of Applicable Law, as well as persons who have obtained full civil capacity before reaching the age specified in this paragraph, provided that the acceptance of the Terms in such a case does not contradict Applicable Law.

1.3. Acceptance of the Terms takes place directly on the Platform.

1.4. The date of acceptance of the Terms is the date of completion of the registration procedure on the Platform; the Company shall ensure, prior to the moment of acceptance, that every Client has the opportunity to freely familiarize themselves with the full text of the Terms for the purpose of making an informed and balanced decision regarding acceptance (or refusal of acceptance).

1.5. Acceptance, including in the event of an amendment (supplement) to the version of the Terms and the publication of the amended version on the Platform, shall be deemed to be:

1. Confirmation by the User of the checkboxes selected by them in special dialog boxes on the Platform and/or survey forms indicating the User's agreement with the Terms;
2. Submission by the Client through the Platform of an order to the Company for the acquisition, alienation, or exchange of Virtual Assets.

1.6. For the purposes of these Terms, the Company provides the following definitions for the terms used in the text:

- **Account** – a unique record on the Platform representing a collection of information about the Client.
- **Virtual Asset** – a set of data in electronic-digital form that has value, is a digital expression of value and/or a means of certifying property and/or non-property rights, which is created, stored, and circulated using distributed ledger technology or similar technology and is not a monetary unit (currency), a means of payment, or a security.
- **Client** – a physical or legal entity performing operations with Virtual Assets through the Platform.
- **Rate** – an assessment of the value of a unit of a Virtual Asset at a specific point in time, expressed in a specific monetary currency or another Virtual Asset.
- **Company** – "Chain Bridge" Limited Liability Company, address: 70 Suvanberdieva St., Bishkek, Kyrgyz Republic, acting on the basis of license No. 121, series 0135 BA, issued by the Service for Regulation and Supervision of the Financial Market under the Ministry of Economy and Commerce of the Kyrgyz Republic, dated September 13, 2024.
- **Platform** – the audiovisual (frontend) and software (backend) complex of information that provides Clients with the ability to:
  1. View information on prices and other terms of operations (transactions) with Virtual Assets resulting from the use of various hardware and software tools (e.g., personal computers, smartphones, etc.);

2. Execute transactions with Virtual Assets (acquisition, alienation, exchange) provided for by the Company's license. The Platform is the intellectual property of the Company or its contractors and is hosted on the Internet under the single domain name "chain-bridge" belonging to the Company at: <https://chain-bridge.org/>. Furthermore, in the context of these Terms, the Platform shall be understood as any mobile or desktop (i.e., intended for a personal computer) **application** that ensures the conclusion and/or execution of these Terms.
  - **Applicable Law** – the system of sources of law (normative legal acts, legal customs (business customs), etc.) having legal force in the territory of the Kyrgyz Republic. The law of the Kyrgyz Republic applies to the acceptance, execution, amendment, and termination of these Terms, the interpretation of their content, as well as to any claims, counterclaims, and disputes of the Parties without regard to the principles and norms of conflict of laws or judicial practice of their application.
  - **Sanctions List** – The Consolidated Sanctions List of the Kyrgyz Republic, as well as the Consolidated Sanctions List of the UN Security Council pursuant to Part 1 of Article 12 of the Law of the Kyrgyz Republic dated August 6, 2018, No. 87 "On Countering the Financing of Terrorist Activities and the Legalization (Laundering) of Proceeds of Crime."
  - **Party (Parties)** – the Company and/or the Client (depending on the actual circumstances and/or the context of these Terms).

## 2. Circulation of Virtual Assets

2.1. Within the scope of its license as a virtual asset exchange operator and in accordance with the provisions of Applicable Law, the Company has the right to provide the Client with the following services related to Virtual Assets:

1. Acquisition of Virtual Assets from the Client for national currency, foreign currency, electronic money, including international electronic money (purchase);
2. Alienation of Virtual Assets to the Client for national currency, foreign currency, electronic money, including international electronic money (sale);
3. Exchange of Virtual Assets of one type belonging to the Client for Virtual Assets of another type belonging to the Company (exchange).

2.2. The Company performs the acquisition, alienation, or exchange of Virtual Assets in its own name and interest, using the Platform to conclude said transactions.

2.3. When entering into a transaction with Virtual Assets, the Client shall take into account the current exchange pairs of Virtual Assets for money, electronic money, or other Virtual Assets established by the Company and available for selection at the time of the transaction. Current information on available exchange pairs is posted on the Platform.

2.4. To perform operations (transactions) for the acquisition, alienation, or exchange of Virtual Assets, the Client submits an order through the Platform to the Company. The order contains the following information: date and time of submission; bank account (or electronic wallet) details (if the Client alienates a Virtual Asset for money or electronic money); the Virtual Asset wallet address (identifier) for crediting Virtual Assets (if the Client acquires Virtual Assets for money, electronic money, or other Virtual Assets); the amount of assets (money, electronic money, or Virtual Assets) transferred to the Company in exchange for the acquired assets (money, electronic money, or Virtual Assets); and the transaction network.

2.5. Depending on the type of Virtual Asset being acquired (alienated or exchanged), the Client has the right to specify a Virtual Asset wallet (identifier) belonging to one of the following networks:

1. BTC;
2. ERC20;
3. TRC20;
4. Arbitrum One.

2.6. An order is considered received by the Company at the moment a notification is displayed to the Client via the Platform regarding the acceptance of the Order. The notification of receipt of the order by the Company may be sent to the Client simultaneously with the notification of its successful execution, including partial execution of the Client's order. The Company may choose not to send a separate notification of receipt of the order if the moment of receipt and proper execution (including partial execution) coincide or have an insignificant time gap between them. In such cases, the Company notifies the Client of the results of the execution of their order through the Platform in a separate dialog window.

2.7. The Company executes the Client's order for the acquisition, alienation, or exchange of Virtual Assets on the terms provided in the order, provided that the Company has the capability to execute said order. The absence of such capability gives the Company the right at any time, including at the moment of receipt of the order, to refuse execution of the order and notify the Client accordingly. Partial execution of an order is permitted if the Company receives a smaller amount of money, electronic money, or Virtual Assets from the Client relative to the size specified in the order, or if the Company lacks sufficient money, electronic money, or Virtual Assets for full execution of the order. The Client expresses their consent to the unilateral modification of the agreed order by the Company in the cases specified in the preceding paragraph.

2.8. The Company executes the Client's order at the Rate established by the Company for the purposes of acquisition, alienation, or exchange of Virtual Assets, the determination procedure for which is set forth in Section 3 of these Terms.

2.9. The Company declares that Virtual Assets available for transactions on the Platform for acquisition, alienation, or exchange may not, under any circumstances, include Virtual Assets:

1. issued by a third party and (or) introduced into circulation in the territory of the Kyrgyz Republic in violation of Applicable Law;
2. ensuring full anonymity of transactions aimed at the acquisition, alienation, or exchange of such Virtual Assets.

2.10. Prior to the alienation of Virtual Assets to a Client who is a citizen of the Kyrgyz Republic for money or electronic money, the Company shall determine the level of knowledge (competence) of said Client for performing transactions with Virtual Assets by offering a proficiency test to be completed on the Platform.

2.11. The Company has the right, at its own discretion, to establish and change (both upward and downward) limits on the number and volume of transactions (daily, weekly, monthly) available to the Client for execution on the Platform.

2.12. The Company shall freeze money, electronic money, or Virtual Assets received from the Client if it establishes that said assets:

1. are owned or controlled by persons, groups, or organizations included in the Sanctions List;
2. are owned or controlled fully or on a joint basis, directly or indirectly (through third parties), by persons, groups, or organizations included in the Sanctions List;
3. were obtained or produced through the use of funds that are fully or on a joint basis, directly or indirectly (through third parties), owned or controlled by persons, groups, or organizations included in the Sanctions List;
4. belong to persons, groups, or organizations acting on behalf of or at the direction of persons, groups, or organizations included in the Sanctions List;
5. are intended for the financing of terrorist and extremist activities, terrorists and extremists, terrorist and extremist organizations, or persons disseminating weapons of mass destruction;
6. are identified in the relevant resolutions of the UN Security Council.

The Company shall freeze money, electronic money, or Virtual Assets received from the Client in other cases provided for by the norms of Applicable Law regarding countering the financing of criminal activity and the legalization (laundering) of proceeds of crime.

2.13. The Company shall carry out the return of money, electronic money, or Virtual Assets to the Client in the event of:

1. the exclusion (cessation) of the circumstances specified in clause 2.12 of these Terms that served as the basis for freezing the money, electronic money, or Virtual Assets;
2. erroneous transfer of money, electronic money, or Virtual Assets in favor of the Company;
3. unilateral refusal by the Company or the Client to execute an order for the acquisition, alienation, or exchange of Virtual Assets;
4. the entry into legal force of a judicial act by which a case for the recovery of money, electronic money, or Virtual Assets from the Company in favor of the Client is resolved in favor of the latter;
5. if the money, electronic money, or Virtual Assets accounted for in the balance of the given Client's Account are unclaimed (clause 2.14.1 of the Terms).

The Company shall carry out the return of money, electronic money, or Virtual Assets to the Client no later than 5 (five) business days following the day of: (a) receipt from the Client of a reasoned demand, constituting a legally significant communication, for the return of the money, electronic money, or Virtual Assets; (b) unilateral refusal by the Company to execute the order and (or) the agreement under which the order was accepted; or (c) the entry into force of a court decision on the recovery of money, electronic money, or Virtual Assets from the Company in favor of the Client, rendered in favor of the latter.

In this case, any commissions for the transfer of money, electronic money, or Virtual Assets in the event of their return to the Client, including bank commissions (commissions of payment agents) and blockchain network commissions, shall be paid at the Client's expense.

Additionally, the Company declares, and the Client expresses consent, that any delays in the transfer of money, electronic money, or Virtual Assets on the part of payment agents (participants in the transaction block register (blockchain)) exclude the possibility of applying

any sanctions whatsoever to the Company, including, but not limited to, the possibility of recovering penalties (fines, late fees).

2.13.1. The Company has the right to consider money, electronic money, or Virtual Assets accounted for in the balance of a specific Client's Account as unclaimed if:

1. the assets have remained continuously without movement for the last 12 (twelve) months;
2. the Client does not log into the account for 90 (ninety) consecutive days.

Upon detection of signs that assets are unclaimed, the Company shall, prior to the moment of their return to the Client, send the latter a notification via available communication means regarding its intention to treat the money, electronic money, or Virtual Assets accounted for in the balance of the given Client's Account as unclaimed.

Upon the expiration of 5 (five) business days following the day the notification specified in the preceding paragraph was sent to the Client, if no response on the merits of the notification has been received from the Client, the Company has the right to initiate the return of assets to the Client's last known details, which shall be considered proper performance.

Furthermore, taking into account the provisions of Article 310 of the Civil Code of the Kyrgyz Republic, the Company declares that it will deposit unclaimed money, electronic money, and (or) Virtual Assets with a notary or another person authorized to store them, with all expenses for opening and maintaining such a deposit being charged to the Client. In such a case, the Client must independently obtain the unclaimed assets belonging to them from the notary.

### **3. Determination of the Rate**

3.1. The Company independently determines (establishes) the Rate depending on:

1. the type of Virtual Assets being realized;
2. the type of transaction with Virtual Assets (acquisition, alienation, or exchange);
3. the currency of payment in the event of acquisition or alienation of Virtual Assets for money;
4. the type of Virtual Assets between which the exchange is carried out;
5. the volume of Virtual Assets realized to the Client;
6. the current supply and demand for Virtual Assets available on the Platform.

3.2. An element of the Rate established by the Company is, in any case, the Company's income from the transaction concluded with the Client. Furthermore, the Company includes Value Added Tax (VAT) in the established Rate if, in accordance with the provisions of Applicable Law, the obligation to pay this tax on the completed transaction is imposed on the Company, and (or) Sales Tax (ST), as well as other taxes (duties) according to Applicable Law. Additionally, the Company's expenses (commissions, fees) for the movement of money, electronic money, or Virtual Assets may be included in the Rate. Information on such expenses, commissions, and (or) fees shall be communicated to the Client prior to their withholding or prior to the submission of an order to the Company for the acquisition, alienation, or exchange of Virtual Assets — whichever occurs earlier.

3.3. The current Rate for each of the Virtual Assets available on the Platform is displayed on the main page of the Platform and is deemed communicated to each Client.

3.4. As a general rule, for a Client holding the status of a legal entity, the Rate for each transaction with Virtual Assets is determined individually.

3.5. The Company fixes the Rate at the moment of receipt of the order from the Client, provided that the Company has accepted the order and the amount of money, electronic money, or Virtual Assets available to the Client and accounted for in the balance of the application is sufficient to execute the order.

## **4. Information on Virtual Assets and Related Risks**

4.1. The Company discloses information on Virtual Assets in the volume and under the conditions provided for by the norms of Applicable Law.

4.2. In order to fulfill the obligation provided for in paragraph 18 of the Regulation on the activities of a virtual asset exchange operator and the maintenance of the Register of virtual asset exchange operators, approved by the Resolution of the Cabinet of Ministers of the Kyrgyz Republic dated September 16, 2022, No. 514 "On issues of regulating relations arising in the circulation of virtual assets," the Company notifies the Client:

1. of the lack of state backing for Virtual Assets;
2. of the possibility of a total loss of funds and other objects of civil rights (investments) transferred in exchange for Virtual Assets, including, but not limited to, as a result of volatility in Virtual Asset markets, technical failures (errors), or the commission of illegal actions by third parties, including the theft of Virtual Assets;
3. of the lack of status as a proper means of payment for all Virtual Assets within the territory of the Kyrgyz Republic;
4. that the object of the operation (transaction) planned by the Client may be backed (for example, the stablecoin "Tether," backed by the US dollar) or unbacked (for example, "Bitcoin") Virtual Assets available on the Platform.

4.3. The Company notifies the Client that due to varying approaches to the legal regulation of virtual asset circulation at the national level in individual states, there is a possibility that the performance of these Terms will conflict, in full or in part, with the current law of such a state, which would result in the invalidity of these Terms and, likely, the provisions of the agreement concluded between the Parties.

## **5. Technical Maintenance of the Platform and Interaction of the Parties in Case of Technical Failures (Errors)**

5.1. The Company shall take all necessary actions to ensure the uninterrupted operation of the Platform, which, however, does not exclude the possibility of technical failures (errors) occurring on the Platform. To eliminate such failures, the Company has the right to require the Client to perform certain actions specified in a notification, which constitutes a legally significant message sent to the Client.

5.2. In the event of discovering a technical failure (error) on the Platform, the Client is obliged to notify the Company without delay by sending a notification to the Company's email address specified on the Platform.

5.3. A notification regarding a discovered technical failure (error) must contain:

1. the Client's registration data on the Platform;
2. the device used by the Client when the technical failure (error) of the Platform was discovered, as well as the name and version of the browser;
3. a description of the sequence of actions performed by the Client that resulted in the discovery of the technical failure (error);
4. a detailed description of the technical failure (error) and/or screenshots confirming the technical failure (error);
5. at the Client's discretion – proposals for improving the Platform, as well as any other information the Client wishes to communicate to the Company for further transmission to the Company's technical specialists.

5.4. In connection with discovered technical failures (errors), the Company has the right, at its own discretion, to restrict access to the Platform in order to eliminate the causes and (or) consequences of such technical failures (errors).

## **6. Liability of the Parties**

6.1. The Company shall be liable to the Client exclusively for intentional non-performance and (or) intentional improper performance of this Agreement in the amount of direct (actual) losses caused to the Client, to which the Client, having reasonably made the appropriate decision, expresses their balanced consent.

The limitation of liability clause for the Company provided for in this paragraph is set forth in accordance with Part 4 of Article 356 of the Civil Code of the Kyrgyz Republic and does not contradict other regulatory provisions of Applicable Law; it is final and indisputable for each of the Parties.

Meanwhile, this reservation does not affect the operation of mandatory provisions of Applicable Law concerning the issues of liability of commercial entities, compliance with which cannot be excluded by agreement of the Parties.

Furthermore, an exception to the rule on limitation of liability is cases where the Agreement is subject to the laws of a jurisdiction other than Applicable Law, if such laws explicitly prohibit the limitation of liability resulting from the interaction between a legal entity and a private individual. However, even in such cases, the Parties shall, to the maximum extent permitted by such laws, limit the possibility of applying indirect liability to the Company.

6.2. The Client undertakes to independently bear responsibility to any third parties for their own actions performed by the Client in connection with accessing the Platform, viewing it, and (or) otherwise using the Platform's functionality, including full responsibility for violations of the rights and legally protected interests of third parties, as well as for violations of the personal law of a physical person (*lex personalis*) or a legal entity (*lex societatis*) and (or) the law of another state which is the center of the Client's main interests, if the law of such state, regardless of the terms of this Agreement, is applicable to the unlawful (illegal, unfair) actions of the Client.

The Client's own actions include any of their actions within the Registration Procedure, as well as other actions of the Client after their Authorization and Authentication in the Account, including Authorization, unless the Client proves the contrary unequivocally, finally, and without any ambiguities, obscurities, and (or) inaccuracies.

The Company declares that it shall not, in any case, be liable for the actions of third parties and any consequences of their actions if unlawful actions were performed on behalf of the Client, including against (contrary to) the will of the specific Client.

6.3. The Client shall be liable to the Company for their own actions in the amount of losses caused to the Company and other punitive sanctions provided for by the norms of Applicable Law for violations committed by the Client, including for providing false information (representations, warranties).

6.4. The Company, to which the Client gives consent by accepting the Terms, has the right to withhold the amount of losses and other punitive sanctions provided for by the norms of Applicable Law and applied to the Company for violations committed by the Client, including those arising from the provision of false representations of circumstances, from the money, electronic money, or Virtual Assets received by the Company from the Client under the Terms.

6.5. The grounds for exempting the Company from liability in those cases where the Company's liability is not excluded by the reached agreement on limitation of liability, is the occurrence of force majeure circumstances, that is, extraordinary and unavoidable circumstances under the given conditions, as defined in accordance with the provisions of Applicable Law.

Force majeure circumstances acting exclusively for the Company shall, in any case, include sanctions (restrictive measures) recognized (supported) by the international community, power line failures, technical problems at Internet transit nodes and other malfunctions in the functioning of data transmission networks, malfunctions of the software used by the Company, including software belonging to third parties, unlawful actions of third parties regarding the equipment and (or) software used by the Company, other illegal actions, including DDOS attacks, and malfunctions in the operation of the processing center used by the entity providing acquiring services to the Company.

6.5.1. The recording and confirmation of the existence and duration of force majeure circumstances shall be carried out in accordance with the provisions of Applicable Law.

6.5.2. The Company is not liable for the non-performance or improper performance of obligations by third parties engaged by the Company in the presence of force majeure circumstances on the part of such third parties, including those acting exclusively for the Company.

6.6. As a general rule, the Company shall not be liable to the Client for indirect or consequential losses (lost profits, lost income, etc.) and (or) other accidental, negligent, and (or) unintentional damage, including damage to honor (dignity) or business reputation, resulting from the conclusion, performance, modification, and (or) termination of the Terms.

## **7. Dispute Resolution Procedure**

7.1. Any current disputes between the Company and the Client shall be resolved through a pre-trial procedure by the Party that believes its right has been violated sending a claim to the other Party demanding the elimination of the committed violation of rights.

7.2. The claim shall be sent in:

1. **electronic form** by a message to the email address of the addressee Party, which allows for the reliable and unambiguous establishment that the recipient of the relevant claim is a Party to this Agreement;
2. **written form** by sending the claim to the legal address / address of residence (location) of the addressee Party.

7.3. Any claim submitted under this Agreement must contain:

1. the name and other identification data of the claimant Party;
2. the date of drafting;
3. the circumstances justifying the demands of the claimant Party;
4. references to documents and information confirming the circumstances on which the claim is based;
5. the normative and (or) legal justification of the stated demands;
6. the amount of the demands, if the demands stated in the claim have a property (monetary) valuation;
7. the bank details of the claimant Party (if necessary);
8. a list of documents attached to the claim mentioned in the text of the claim, if the specified documents are not in the possession of the addressee Party;
9. a copy of the power of attorney issued to the signatory of the claim, if the signatory does not have the right to act on behalf of the claimant Party without a power of attorney;
10. other documents and information necessary for the settlement of the dispute.

7.4. The response to a claim received by the Party to which it is addressed must be sent to the other Party within 30 (thirty) calendar days following the day the addressee Party received the claim.

7.5. If a dispute arising between the Parties cannot be resolved through the pre-trial procedure, then such dispute shall be submitted for consideration to a competent court at the location of the Company, determined on the basis of the norms of Applicable Law.

If for any reason a state judicial institution of the Kyrgyz Republic is not the competent court, then in such case the dispute between the Parties shall be submitted for resolution to the International Court of Arbitration at the Chamber of Commerce and Industry of the Kyrgyz Republic (hereinafter – the "Court of Arbitration"). The arbitral award rendered by the Court of Arbitration shall be final for the Parties.

The Parties confirm that if it becomes necessary to submit a dispute for consideration to the Court of Arbitration, the arbitration clause specified in this paragraph extends to any disputes between the Parties, including, but not limited to, disputes related to the conclusion of the Terms, entry into force, performance, amendment, termination, and validity, including the return by the parties of everything received under Terms recognized as invalid or not concluded.

The validity of this arbitration clause does not depend on the validity of the Terms.

## **8. Final Provisions**

8.1. The Terms shall be valid indefinitely.

8.2. Legally significant messages may be sent by the Parties to:

1. the legal or postal addresses of the Parties specified in this Agreement via postal organizations, including via courier delivery services. In this case, a legally significant message sent by this method must be accompanied by a notification of delivery to the addressee;
2. the email addresses of the Parties.