

DISCLAIMER

The service to buy and hold Virtual Assets offered on Ruya app-based platform is provided by Morpheus Software Technology FZE (“Fuze”). Fuze is licensed and regulated by the Virtual Assets Regulatory Authority, Dubai to offer Broker-Dealer services in accordance with applicable laws and regulations with license number VL/23/10/002.

Please note that Ruya app-based platform is provided by RUYA COMMUNITY ISLAMIC BANK LLC (“Ruya” or the “Partner”) but the Partner is not a provider of the Services. While Ruya has partnered with Fuze to offer you access to use the Services, you are liable to Fuze for all obligations related to the Services including any losses or damages that you may suffer from the use of the Services and any fees or payments due from you to Fuze. Any Virtual Asset transactions or activities you engage in through Ruya app-based platform and / or Ruya are conducted through Fuze as an independent service provider.

Please be aware that any transactions or activities you undertake are subject to and will be governed by this Agreement and any agreement(s) that you may further execute with Fuze. Ruya will not be a party to any transactions and will not be liable to you for any act(s) or omission(s) of Fuze.

Virtual Assets trading is not suitable for everyone and you carry the risk of losing all your capital. The information presented in this Agreement is not comprehensive and you must make your own independent decision and should seek any advice that you consider necessary or desirable (including financial, Shari’ah and/or legal advice) from independent advisers before you use any Services offered by Fuze.

We encourage you to carefully review and understand this Agreement, risks, and benefits associated with the Services provided by Fuze.

If you have any questions or require further information regarding the Services provided by Fuze, please do not hesitate to reach out to our customer support team at hello@ruyabank.ae or the Fuze team at support@fuze.finance.

FUZE CLIENT AGREEMENT

This Client Agreement, as amended, supplemented or replaced from time to time (“Agreement”) constitute a binding agreement between the recipient of services (“Client”, “you” or “your” as the context requires) and Morpheus Software Technology FZE (“Fuze”, “Company” “we”, “us” or “our” as the context requires). The Agreement governs your use of the Services (defined below) provided by Fuze.

PREAMBLE

This Agreement sets out and has been entered into to record the key terms and conditions governing your relationship with the Company. This Agreement constitutes a client agreement and will come into force on the date you sign up for an Account with Fuze.

By signing up for an Account through the Partner Platform (defined below) or using any of our Services, you agree that you consent to, have read, understand, and accept:

- (i) The Fuze Platform T&Cs available [here](#)
- (ii) The Risk Disclosure Statement available [here](#)
- (iii) Privacy Policy available [here](#)
- (iv) this Agreement

All the above documents from (i)-(iv), to which the Client has agreed collectively will form a single agreement which is hereafter referred to collectively as the “Agreement”.

In the event that you are accepted by us as our client, you and we will be bound by these terms and conditions.

1. DEFINITION & INTERPRETATION

1.1. DEFINITIONS

In this Agreement, the following terms and phrases have the meaning given below:

Accepted Virtual Asset	Means a Virtual Asset in relation to which the Company is authorized to provide Services and that has been agreed to by the Partner.
Account	Means an account on the Fuze Platform in the name of the Client, through which the Client may avail the Services.
Business Day	Means any day that is not a Saturday or Sunday or a bank holiday in the United States and the United Arab Emirates.
Buy Order	Means a request by the Client to buy a Virtual Asset in exchange for fiat currency for a price and immediate delivery of the Virtual Asset, which is indicated by reflection of the Virtual Asset in the dashboard of the Account.
Client Operating Account	Means a bank account which is maintained by Fuze with the Partner to hold funds, and which is designated as 'Client Operating Account' in its title.
Fuze	Means and includes the Company.
Fuze Group Company	Means the Company itself, its subsidiaries, any holding company or parent company of the party and any subsidiary of any such holding company or parent company.
Order	Means a Buy Order or Sell Order as the case may be.
Partner	Means RUYA COMMUNITY ISLAMIC BANK LLC
Partner Platform	Means https://ruyabank.ae/
Partner Account	An account maintained with the Partner through which the Client accesses the services of the Partner.

Fuze Platform	Means the Fuze platform on which the Services are provided.
Services	Means the services of buying and selling Virtual Assets as further described in clause 3.1.2.
Sell Order	Means a request to sell a Virtual Asset in exchange for fiat currency and immediate delivery of the Virtual Assets, which is indicated by reflection by removal of the Virtual Asset from the dashboard of the Account.
Transaction	Means any contract or transaction to buy or sell a Virtual Asset executed on behalf of the Client, in furtherance to an Order. A Transaction may be successful, rejected, failed or pending and will be construed according to this Agreement. The Client will be able to see the status of the Transaction in the Fuze Platform.
VARA	Means the Dubai Virtual Assets Regulatory Authority.
Virtual Assets	Means a digital representation of value that may be digitally traded, transferred, or used as an exchange or payment tool, or for investment purposes. This includes virtual tokens, and any digital representation of any other value as determined by VARA.
Website	Means the Company's website: fuzefinance.com .

1.2. INTERPRETATION

1.2.1. All references to singular will include plural and vice versa and the word "includes" will be construed as "without limitation".

1.2.2. This Agreement is effective from the date mentioned in the introductory paragraphs of this Agreement.

1.2.3. Words importing any gender include all genders.

1.2.4. Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.

1.2.5. All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define, limit or affect the meaning or interpretation of the terms of this Agreement.

2. REGULATORY STATUS

The Company is regulated by the VARA, with authorization number VL/23/10/002. The Company's office is located at 8th floor, Private office No. 08-157, The Offices 4, One Central, Dubai World Trade Centre, Dubai, United Arab Emirates and can be contacted at support@fuze.finance.

3. SERVICES PROVIDED BY FUZE

3.1. SERVICES

3.1.1. Fuze operates a technology driven digital platform and provides broker-dealer services for the purchase and sale of Virtual Assets. You will be provided a list of the Accepted Virtual Assets in relation to which the Services may be rendered by Fuze. Fuze will have the absolute discretion to amend the list of Accepted Virtual Assets at any time, without prior written notice or consent of the Client and not accept or reject any Order or Transaction in a previously communicated Accepted Virtual Asset.

3.1.2. Fuze enables you to access and use, and provides the following services to enable services under clause 3.1.1. under this Agreement (clauses 3.1.1. and 3.1.2. are collectively referred to as the "Services"):

- (a) access and use of the Fuze Platform;
- (b) facilitate access to Prices (as defined below) through the Fuze Platform;
- and
- (c) fulfillment of Orders through the Fuze Platform.

3.1.3. Fuze provides execution-only services. To elaborate further, neither Fuze, nor any of its representatives, will:

- (a) provide you with investment advice or recommendation;
- (b) offer any opinion regarding the suitability of any Virtual Asset, financial products, order, transaction, or investment strategy;

- (c) monitor your account or investments or the appropriateness thereof for any investment or financial monitoring or advice purposes;
- (d) alert you to any recommended change to your investments, accounts, or services; or
- (e) provide legal, tax, or accounting advice.

3.1.4. Nothing on the Fuze Platform and/or the website is or will be deemed a recommendation or solicitation in regards to:

- (a) to buy or sell or store Virtual Assets; or
- (b) the manner in which those products are bought, procured, sold or stored.

3.1.5. You will not seek, accept or rely on any advice from Fuze or its representatives, nor will any communication between Fuze or its representatives and you (or your representatives) be construed as such.

4. SUITABILITY REQUIREMENT FOR THE SERVICES

4.1. We hereby notify you that we accept no duty to verify the suitability or appropriateness of any requested Transaction or any other Service under this Agreement, except as may be required under the applicable laws.

4.2. You confirm that you had adequate opportunity to consider the investment risks associated with the Services before entering into this Agreement. The Client gives their express consent to the same.

4.3. You further represent that you are responsible for making your own independent appraisal and investigations into the risks of any transaction or investment. You represent that you have sufficient knowledge, experience, market sophistication and professional knowledge to make your own legal and business evaluation of the merits and risks of any Transaction you enter pursuant to this Agreement.

4.3. You may act as principal or as agent on behalf of the Client or other clients or counterparties. If you are acting as agent on behalf of someone else (for example, if you are an asset manager), you will be expected to consider this Agreement and provide responses on behalf of each person on whose behalf you act.

4.4. If you act in your capacity as an agent or an intermediary on behalf of underlying clients, you must ensure that you: (a) are appropriately authorized as a financial services provider in terms of the applicable laws to your business; (b) disclose to your clients your arrangement

and your relationship with Fuze; (c) disclose the fees that will be charged to your clients; (d) perform the disclosures required and appropriate to your client(s) on behalf of Fuze; (e) where applicable, ensure product suitability to your client.

5. ONBOARDING AND ACCOUNT CREATION

5.1. In order to receive Services from us, you are required to be an existing customer of the Partner and register for an Account with Fuze. For the purposes of opening an Account, we will require you to complete our Account opening and onboarding process and submit such supporting documentation, as may be deemed necessary either directly or through the Partner.

5.2. You acknowledge that Fuze will provide Services to you only after you satisfactorily clear all the verifications required by us, including any verifications required under the applicable AML/CFT laws.

5.3. You agree and understand that in order for Fuze to verify your identity, the Partner will share your personal information, including details such as your name, address, contact details, financial information, and all the information and data under the Customer Due Diligence (CDD) and Know-Your-Customer (KYC) procedures relating to you that the Partner has conducted in order to verify your identity (collectively "CDD Information").

5.4. You agree and understand that the Partner will share such CDD Information with Fuze on an ongoing basis and the CDD Information will be shared with Fuze by the Partner whenever there is a change in your CDD Information.

5.5. Your acceptance as a Client is subject to satisfactory clearance of applicable anti-money laundering, sanctions, embargo and other verifications in accordance with applicable law and our internal policies and procedures.

5.6. You agree that Fuze may, at its option, seek any information and at any time, from you to reconfirm your identity and authorization to access the Fuze Platform or the Services. You acknowledge and accept full responsibility as to any particulars or information provided at any time to Fuze, is proven to be inaccurate, incorrect, untrue or incomplete and confirm that Fuze is authorized to contact any source of information, or any person or entity nominated by you as a reference in order to verify the accuracy and correctness of the particulars and information provided by you to Fuze.

5.7. You acknowledge that Fuze has the right to refuse to provide any Services to you until you have provided all information and documentation necessary to complete the required

KYC, anti-money laundering and any other requirements of Fuze. You undertake to provide all information, particulars, and documentation promptly. Fuze may also refuse to serve you or decide to terminate this Agreement at any point, in the event you are found to have provided incorrect, incomplete, inaccurate, or false information to Fuze in this respect.

5.8. You agree and understand that Fuze has the absolute right to, without notice, (i) suspend your Account; (ii) not provide any or partial services to you; or (iii) terminate this Agreement in whole or part if (a) required under the applicable law; (b) you do not successfully pass the onboarding and periodic KYC requirements of Fuze or the Partner; or (c) for any other reason that Fuze deems fit in its discretion.

5.9. Fuze is obligated to maintain certain information about you, including your login and transaction history, for such regulatory period as may be required under applicable laws. Under certain circumstances, Fuze is required to report to the competent authorities of any unusual transactions, or of any suspicion it may have that you might be involved in any financial crime or illicit activity.

5.10. You represent and warrant that:

5.10.1. Fuze has not previously suspended or terminated your Account on the Fuze Platform or otherwise terminated your Account for any default by you;

5.10.2. you have had the opportunity to seek legal, accounting, Shari'ah, taxation, or other professional advice regarding investing in Virtual Assets;

5.10.3. neither you, nor where applicable, your beneficial owners, directors or key personnel are located in, or a resident of any state, country, territory, or other jurisdiction where use of Services may be restricted or prohibited under law;

5.10.4. neither you, nor where applicable, your beneficial owners, directors or key personnel have been named on any sanctions list or are otherwise subject to any sanctions;

5.10.5. neither you, nor where applicable, your beneficial owners or officers have been convicted of an offence involving any crime or financial impropriety;

5.10.6. you have the legal capacity, full power and authority to enter into this Agreement and in doing so will not violate any other agreement to which the Client is a party;

5.10.7. you will not use the Fuze Platform or the Services for any purpose other than for which they are intended;

5.10.8. you will not use the Fuze Platform or the Services in breach of any applicable laws and regulations or in violation of this Agreement; and

5.10.9. you will ensure that you remain compliant with Fuze’s eligibility criteria, as notified from time to time.

6. ACCOUNT SECURITY

6.1. When using the Account, you must:

6.1.1. take all reasonable steps to keep your Account log-in details safe at all times and never disclose the password and log-in credentials to anyone;

6.1.2. inform Fuze, if you have any indication or suspicion that the log-in details, password or other security features relating to your Account are lost, stolen, misappropriated, used without authorization or otherwise compromised and immediately change the password of the Account; and

6.1.3. change the password, on a regular basis and required by the Partner and particularly when you suspect that a third party has become aware of your log-in details.

6.2. Fuze will not be liable for any loss that you may incur as a result of someone else using your passwords or Account, either with or without your knowledge.

7. SERVICES

7.1. At the request of the Client, the Company may provide the Services, which will be in accordance with the applicable laws. The Services will be rendered through the Partner Platform only, unless the Company notifies the Client otherwise. By utilising the Services, the Client may be able to place a Buy Order and/or Sell Order.

7.2. Prices

7.2.1. Fuze will provide quotations of prices at which Fuze may be willing to buy or sell virtual assets (“Prices”) to the Client.

7.2.2. Upon receipt of the Prices, the Client may submit to the Fuze Platform, through the Partner Platform, an instruction to buy or sell the specified Virtual Asset on the terms and Prices set forth; provided, however, that Fuze may modify or withdraw the Price at any time prior to processing an Order. If Fuze accepts an Order, the resulting Transaction will be between Fuze and the Client.

7.2.3. You agree and understand that:

7.2.3.1. Fuze will have the sole discretion as to whether it wishes to provide Prices or respond to an Order;

7.2.3.2. Fuze is entitled to reject or not respond to an Order;

7.2.3.3. The provision of a Price(s) by Fuze whether following a request by you or otherwise, does not constitute an offer to you to enter into a Transaction at that price quoted, nor does it obligate Fuze to execute any subsequent Orders submitted by you;

7.2.3.4. Fuze provides you the Prices in its sole discretion and may discontinue the provision of Prices in some or all Virtual Assets and/or cease the use of the Fuze Platform or any part thereof at any time for any reason;

7.2.3.5. Prices are proprietary and indicative in nature and are subject to constant change. Owing to this, an Order may be executed at a different price than what you intended or what was provided to you and hence there might be a difference in the Prices provided and the price at which an Order is executed as a market order may be at a different price;

7.2.3.6. Circumstances may arise where the Prices provided may become invalid by the time an Order is submitted by you through the Partner Platform. In such cases the Order may not be executed or will be executed at a different price;

7.2.3.7. The Prices provided by Fuze may differ to quotes or prices provided by other providers;

7.2.3.8. Fuze will, in its sole discretion, determine how long the provided Prices remain valid. An Order submitted in relation to a Price that is no longer valid will be rejected; and

7.2.3.9. The Prices are provided solely for your use of the Services and you may not communicate or otherwise use the Prices for any other reason without the prior consent of Fuze unless otherwise provided herein.

8. ORDERS

8.1. The Client will place all Orders through the Partner Platform. If Fuze receives any Order through the Partner Platform, whether directly from you or from a person authorised on your behalf (including persons who we reasonably believe to be acting with authority on your behalf), Fuze is authorised to rely on such Orders. In such instances, Fuze will not be required to make any further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such Orders.

8.2. You may only place an Order through the Partner Platform if you satisfy the eligibility criteria of Fuze and the Partner, where applicable, including having sufficient funds. If you do

not have sufficient funds to complete an Order, you will not be able to complete such an Order.

8.3. You agree that you must, before submitting any Order, have sufficient funds in your Partner Account to pay for the Order (including the Fees and Charges). You agree that Fuze may deduct the Fees and Charges owed to it under this Agreement from Fuze's Client Operating Account, settlement funds or any other funds made available to Fuze by you or the Partner as the case may be.

8.4. You agree that for the purposes of this Agreement, the Partner will have the right to debit such amounts from you and your Partner Account, without notice or demand.

8.5. When you place:

- (a) A Buy Order, the equivalent amount available in the Partner Account, will be placed on hold until the Order is completed or cancelled or rejected by the Company. You hereby authorise Fuze to execute the purchase of the Virtual Assets on your behalf from Fuze, in accordance with the details in the Buy Order (including the agreed market purchase Price and applicable Fees and Charges); and
- (b) A Sell Order, the equivalent amount of the Client's Virtual Asset will be placed on hold until the Order is completed or cancelled or rejected by the Company. You hereby authorise Fuze to execute the sale of the Virtual Assets on your behalf to Fuze (or another party), in accordance with the details in the Sell Order (including the agreed market sale Price and applicable Fees and Charges).

Once placed on hold, you will not be able to place an order with respect to the funds or Virtual Assets that are placed on hold.

8.6. From time to time, you may be able to view the Prices through your Account. The Prices are provided for information purposes and do not constitute a binding commitment from Fuze to complete a buy, sell order for a Virtual Asset at that price. As and when you place an Order, Fuze will use its best efforts to complete the Order at the price indicated at the time of the Order. Fuze will endeavour to provide you with the best overall price available.

8.7. The Partner Platform may display incorrect information or information that differs from our internal logs and records. In the event of any conflict, Fuze's communications and transaction log will prevail and will be the conclusive evidence of all communications with

Fuze including but not limited to all data transmitted to Fuze by the Partner, data relating to Prices or Transactions.

8.8. We may, at our sole and absolute discretion, refuse to execute any Order from you, without giving any reasons or notice to you. In addition, we may refuse any Orders previously given by you, for any reason whatsoever including, without limitation, any manifest error or any abusive market practices or strategies indulged by you.

8.9. We may arrange for an Order to be executed, either in whole or in part. However, in accepting an Order, we do not represent or warrant that it will be possible to execute such Order or that execution will be possible according to your instructions.

8.10 . Each Order submitted must include such details as requested from Fuze as set out in the Fuze Platform from time to time. For example you may select the exact quantity of the Virtual Asset you wish to buy or sell, or you may nominate the amount of fiat currency you wish to buy or sell the Virtual Asset.

8.11 . Fuze will have no obligation to accept or execute any Order submitted. Execution by Fuze of any Order which does not comply with all of the requirements set out in this clause will not obligate Fuze to accept any subsequent non-confirming Order.

8.12 . Where any Order submitted is ambiguous or inconsistent with any other Order submitted, Fuze will be entitled to rely and act upon any Order submitted in accordance with any reasonable interpretation thereof which Fuze believes in good faith to be the correct interpretation.

8.13 . Fuze will be entitled (but not obliged) to verify and be satisfied with respect to your identity and/ or the identity of the person purporting to submit any Order or the source and origin of any Order and Fuze may not act upon any Order submitted unless and until it is satisfied as to the matters on which Fuze sought verification.

8.14 . An Order submitted which is not received by Fuze for any reason, including the delay of the Partner Platform or the Fuze Platform or any Communication Channel (defined below), will be deemed rejected by Fuze and you will be required to resubmit the Order. Once submitted, an Order cannot be withdrawn, cancelled or amended by you under any circumstances, unless agreed to by Fuze (which may be given or withheld in its sole discretion).

8.15 . To the extent that Fuze accepts your request to amend an existing Order, the amended Order will be treated as a new Order submitted by you.

8.16 . An Order submitted by or on your behalf through the Partner Platform on the Fuze Platform constitutes an offer to enter into a Transaction between you and Fuze on the terms as set out in such Order, which may be accepted or rejected by Fuze in its sole discretion.

8.17 . Fuze will have no liability to you for any Loss incurred in connection with any Order submitted through the Partner Platform or Fuze Platform, regardless of whether the Order is accepted, rejected, pending or cancelled.

9. TRANSACTIONS

9.1. If Fuze accepts an Order submitted, the result is a binding Transaction between you and Fuze.

9.2. You agree and understand that each Transaction will be governed by and will be in accordance with this Agreement and any related agreement(s), by whatever name called, executed between you and Fuze.

9.3. You understand that once a Transaction is undertaken in furtherance of an Order, you will be bound by such Transaction and the Transaction cannot be cancelled, revoked, amended or unwound once entered into unless permitted by Fuze regardless of whether the corresponding Order was provided as a result of any inaccuracy or error by you.

9.4. The Company reserves the right to reverse any Transaction which has resulted from any technical or manifest error or if the Company suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in your Fuze Account, or Partner Account or other accounts with the Company or otherwise related or connected to the any and/or all Transactions. Under such circumstances the Company will not be liable for the cancellation of any Transaction or profits or in the event of any damages or losses which may result from such cancellation and reversal.

9.5. We may arrange for a Transaction to be executed (i) either in whole or in part (ii) as one single Transaction or a series of separate Transactions. However, in accepting an Order, we do not represent or warrant that it will be possible to execute such Order or that execution will be possible according to your instructions.

9.6. The Client may request to receive a notification of the Transactions *via* the Partner Platform or Fuze Platform and/or via email. All Transactions will be immediately reflected on the dashboard of the Account, and no later than within one (1) Business Day of completion of the Transaction. Any failure or delay in providing such notice under this clause will not affect

the effectiveness of such Transaction(s). If you do not receive a message through the Fuze Platform or Communication Channel indicating that an Order submitted has been accepted and that a Transaction has been entered into promptly after submitting the Order through the Fuze Platform, you will promptly contact Fuze to confirm the status of the relevant Order submitted.

9.7. Upon entering into a Transaction, Fuze will provide you with a written confirmation *via* the Partner Platform or Fuze Platform and/or via email, setting out the terms of the Transaction (a "Trade Confirmation") within reasonable time but no later than one (1) Business Day of the Transaction. You will be responsible for comparing any Trade Confirmation or other record of any Transaction entered into between you and Fuze pursuant to the Services to your own records of Transactions entered into with Fuze and will notify Fuze of any discrepancies within fifteen (15) days as per this Agreement.

9.8. Fuze will have no responsibility for Orders submitted that are inaccurate or not received by Fuze, and the Transactions may be executed on the terms actually received by Fuze.

9.9. You acknowledge and agree that the Services are provided on a non-advised basis, meaning that Fuze does not provide you with any advice as to the merits of the Services, your actions pursuant to the Services and/ or any Transactions that you undertake through the Fuze Platform.

9.10. You acknowledge and agree that you bear sole responsibility for reporting of any Transactions as may be required under applicable law and regulation and that Fuze will not provide any infrastructure, support or assistance with respect to the reporting of Transactions entered into between you and Fuze.

9.11. You acknowledge and agree that you will bear the sole responsibility and risk in relation to the access and use of Services, Orders submitted and all the Transactions entered into by you.

9.12. You acknowledge and agree that you will be solely responsible for your own transactions with any third parties that may have been entered into in connection with or reliance on any Transaction(s) between you Fuze.

9.13 . You further acknowledge and agree that, in the absence of Manifest Error, Fuze's records as to the Services entered into by you through the Fuze Platform will be final and conclusive.

9.14 . You undertake and agree to maintain appropriate records of all Orders submitted and Transactions as required pursuant to the applicable law.

9.15 . When a Transaction occurs using your credentials, we will assume that you authorized the Transaction, unless you notify us otherwise. If you believe you did not authorize a particular Transaction or that a Transaction was incorrectly carried out, you must contact us as soon as possible either at our email contact or by the same method you use to contact Fuze. It is important that you check your Account balances and your Transaction history regularly to ensure you notify us as soon as possible of any unauthorized or incorrect transactions. We are not responsible for any claim for unauthorized or incorrect transactions unless you have notified us in accordance with this clause.

9.16 . In relation to any Transaction, we will treat you as our Client for all purposes and the Client will be directly and fully responsible for performing the obligations under each Transaction made by or on behalf of the Client. If the Client acts in relation to or on behalf of someone else, whether or not the Client identifies that person, the Company will not accept that person as an indirect Client and will accept no obligation to that person, unless otherwise specifically agreed.

10. BEST EXECUTION

10.1. In executing Transactions, the Company will give primary consideration to obtaining the most favourable price and execution reasonably available under the circumstances and in the available market.

11. SETTLEMENT OF TRANSACTIONS

11.1. We are not obliged to settle any Transactions unless and until we have received all necessary documents (including, for the avoidance of doubt settlement instructions) or cleared funds. Our obligations to deliver any Virtual Assets to your Account is conditional on our prior receipt of appropriate documents (including, for the avoidance of doubt settlement instructions) and cleared funds from you.

11.2. All completed Orders are settled as per the settlement terms between the Partner and Fuze (“Settlement Terms”).

11.3 . The Client further agrees and understands that Fuze will not be liable for any delays, errors, or failures caused by the Partner in the transfer or dealing of such transferred funds or failure of the Partner to timely or appropriately facilitate the settlement of funds to the Client.

11.4 . The Client understands and agrees that for the purposes of this Agreement and to perform settlement services, the Partner and/ or Fuze will require access to your CDD and KYC information including your Partner Account details.

12. DEPOSIT AND WITHDRAWALS

12.1. The Client understands that the Client will not have the right to withdraw the Virtual Assets to any third party wallet address.

12.2. The Client agrees that when you place a “Buy Order” with Fuze, the Partner will, on behalf of Fuze, firstly hold the required amount and then subsequently once the Buy Order is successfully executed debit the required amount(s) from the funds made available to the Partner and transfer the funds into Fuze’s Client Operating Account and the funds will be transferred to Fuze as per the Settlement Terms under this Agreement and as agreed with the Partner.

12.3. Similarly when you place a “Sell Order”, the Partner will facilitate the transfer of funds between Fuze and you for any Sell Order that you place. In this case, Fuze will transfer the settlement funds to the Partner and the Partner will facilitate the funds transfer to you. The Sell Order will be immediately reflected by the removal of the Virtual Asset from your dashboard on the Fuze Platform, then the funds will be transferred to you within one (1) Business Day of the Transaction.

12.4. You understand that all deposits and withdrawals of funds and Virtual Assets can only be routed through the Partner as per clause 12.2 or clause 12.3 above, as applicable.

13. CLIENT OPERATING ACCOUNT

13.1. If the Company receives any funds from you for facilitation of transaction, the Company will place them into the Client Operating Account. The Company will open and maintain the Client Operating Account with the Partner.

13.2 . The Client agrees that in addition to where the Company is required to meet the payment obligations of the Client, the Company is authorised to transfer out funds from the settlement funds or any funds held in the Client Operating Account, if such funds are:

- (b) any identified expenses or charges for a Transaction, as identified under this Agreement;
- (c) any payments due and payable to any third party in relation to a Transaction or the Services.

13.3 . Notwithstanding the foregoing, the Client hereby expressly and irrevocably agrees that, the Company may set-off any amounts due to it under this Agreement, including any Fees, against any funds held by us in Fuze's Client Operating Account.

13.4 . The Company will ensure that its own funds are held in a separate account from the Client Operating Account.

13.5 . The Company will conduct a reconciliation of the Client Operating Account in accordance with the applicable laws.

13.6 . A detailed electronic statement of the Account will be sent to the Client on a monthly basis. The statement will include details such as the amount, date and value of each Transaction, the Orders placed, completed or cancelled.

14. FEES AND CHARGES

14.1. You are also liable for all actual costs, fees, charges, expenses, levies, taxes and duties arising from or in relation to the Services provided to you under this Agreement by the Company and/or the Partner (including any third-party service provider appointed in connection with the same) including any fees that may be applicable on any withdrawals made by you by the Partner ("Fee and Charges").

14.2. The Fee and Charges may be amended from time to time by the Company in agreement with the Partner.

14.3. We will charge you VAT or other taxes where required by applicable law to do so. The Fee charged by Fuze is exclusive of VAT. Fuze will share VAT invoices with you.

14.4. The Client will pay to us all applicable Fees and Charges as set out in the Order, or otherwise payable under this Agreement or as notified to the Client.

14.5. The Client's use of any of the Services after notification of an adjustment of Fees under this Agreement will constitute its acceptance of the revised Fees.

14.6 . We may charge you any actual costs (excluding opportunity loss, funding costs, and interest in any form) and expenses incurred by us in our attempts to collect any unpaid and overdue amounts, including any debt collection agency charges and reasonable legal costs which are incurred by us in exercising our rights under this Agreement (including enforcement of it) and/or under applicable law.

15. COLLECTION OF FEE AND CHARGES

15.1. The Client hereby agrees that notwithstanding anything contained in the Agreement and/or any other rights or remedies the Company may have, we will be entitled in our

discretion to withhold, and/or otherwise deduct and retain, from settlement funds or any funds made available to us on your behalf any:

- (i) Fees or Charges or other sums payable by you to us under this Agreement; and/or
- (ii) a sum equal to any liability incurred by the Company in respect of the services provided to you under this Agreement.

15.2. We may collect the Fees and Charges and any other sums due from you under this Agreement, at our option, by:

- (i) debiting such amounts, without notice or demand, from the settlement amount due to you; or
- (iii) taking any lawful collection measures, in court or otherwise to collect such sums.

16. SUSPENSION OR CLOSURE OF YOUR ACCOUNT

16.1. If you suspect that your Account or any of your security details or login credentials (if applicable) have been compromised or if you become aware of any fraud or attempted fraud or any other suspicious, unauthorized activity or security incident (including a cyber-security attack) affecting you and/or Fuze (together a "Security Breach"), you must notify Fuze as soon as possible and continue to provide accurate and up-to-date information throughout the duration of the Security Breach. You must take any steps that we reasonably require to reduce, manage or report any Security Breach. Failure to provide prompt notification of any Security Breach, or to take any steps that we may reasonably require, may be taken into account in our determination of the appropriate resolution of the matter.

16.2. Fuze reserves the right to suspend, freeze or cancel your login access, your Fuze Account and/or any funds or Virtual Assets held with Fuze without any prior notice to you if we suspect that your Account is being used in an unauthorized or fraudulent manner.

16.3. Fuze may at any time in its sole discretion, in addition to taking any action and seeking any remedy it may be entitled to in law or in equity, immediately (i) suspend your Account, (ii) terminate the Services and seek to recover additional assets or funds from you in the event that the funds or Virtual Assets in Fuze's possession or control are insufficient to cover Fuze's losses, and (iii) suspend your access to our Services until a determination has been made, if:

16.3.1. we suspect, in our sole discretion, your involvement in any fraudulent activity of any kind, misuse of the Services, provision of inaccurate or misleading information to us, any money laundering or other financial crime related to you or your Fuze Account;

16.3.2. we suspect, in our sole discretion, you have committed a crime in the applicable jurisdiction;

16.3.3. we are required to do so by a regulatory authority, court order, facially valid subpoena, or binding order of a government authority;

16.3.4. the account is, or is related to any account that is, subject to any pending litigation, investigation, or governmental proceeding;

16.3.5. you default on any transaction, for any reason;

16.3.6. a request for funds or similar transfer has been declined or returned by your bank;

16.3.7. we believe someone is attempting to gain unauthorized access to your Fuze Account;

16.3.8. we believe there is unusual activity in your Fuze Account, requested transactions, and/or activity with Fuze; or

16.3.9. we believe you are using the Services, your login credentials (if applicable), or other account information in an unauthorized or inappropriate manner.

16.4. We may, in our sole discretion, give written notice that your Account has been suspended, or any portion of the Service terminated or locked, and may, in our sole discretion, disclose the reasons for suspension, if permitted to do so by applicable law.

17. ACCOUNT INVESTIGATIONS

17.1. You agree and understand that Fuze has the right to investigate your Account and/or transaction history and activity in case Fuze suspects any fraudulent activity, abuse or a violation of this Agreement.

17.2. You further agree and understand that we have the right to immediately investigate your Account and/or transaction history and activity, if:

17.2.1. we are required to do so by a regulatory authority, court order, facially valid subpoena, or binding order of a government authority; or

17.2.2. you, your transaction history or any related account is, or is subject to any pending litigation, investigation, governmental proceeding, or regulatory request.

17.3. You acknowledge and agree that Fuze may not be permitted to disclose such an investigation or provide you notice or information, as a matter of law.

18. COMMUNICATIONS BY FUZE

18.1. Fuze may, from time to time and in its discretion, require you to send any communications in a specific form or by a specific method.

18.2. You agree that all communications from Fuze under this Agreement and relating to any Services provided under this Agreement including but not limited to Trade Confirmations, account statements, transaction updates, any notices under this Agreement and any other notifications (collectively, "Communication"), may be sent to you through the Partner Platform, the Fuze Platform, via website or via email to an email address registered with us. ("Communication Channels").

18.3. You further acknowledge and agree that any Communication sent to you via the Communication Channels will be, save for any manifest error, deemed valid and legally binding, and you hereby waive any claim that such Communications are invalid or unenforceable solely due to the chosen Communication Channel. It is your responsibility to ensure that you maintain access to the Communication Channels and promptly review all Communications sent to you.

18.4. You hereby specifically authorise Fuze to act on any Communications received through the Communication Channels and specifically indemnify Fuze for carrying out any instructions and communications received. The Company reserves the right not to act on any instructions or Communications in its sole discretion.

18.5. You expressly consent to receive Communications electronically.

18.6. Fuze will treat as genuine and process any communications that the Company believes in good faith to have been issued by you (or your authorised representatives) and Company will not be obliged to confirm or verify the authenticity of the communication.

18.7. Where the Company receives instructions or purported instructions by, electronic communication or any other method acceptable to Company, Company may without further enquiry as to the identity or authority of the person giving any such instructions or the authenticity of the communication and may treat this as fully authorised by and binding on you.

18.8. Where instructions are given, forms are submitted or execution pages of documents are provided to Company by fax, scanned image, email, a photocopy or any other form (other than the original), Company may refuse to act on this until it has received the original. Where Company agrees to act in reliance on the copy, you will provide Company with the original within the time requested by the Company.

18.9. You will indemnify Company (and their respective directors, personnel, agents and correspondents) for all actual costs (excluding cost of funding) and actual losses (excluding opportunity losses and interest in any form) they incur arising out of or in connection with anything done or omitted pursuant to any instructions given by you.

18.10. You are responsible for keeping your contact information on the Communication Channels up to date. You agree to promptly notify Fuze of any changes to your contact information to ensure the effective and timely delivery of Communications.

18.11. You acknowledge the importance of maintaining the security and confidentiality of Communications received through the Communication Channels, as they may contain sensitive information related to the Services. You agree that you are liable for implementing reasonable security measures to protect your communication devices and accounts associated with the Communication Channels.

19. TREATMENT IN THE EVENT OF FORKS, AIRDROPS AND SIMILAR EVENTS

19.1. The Client understands and agrees that we do not support airdrops, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins including metacoins which supplement or interact with Virtual Assets supported by us (collectively, "New Events"). The Client will not use the Services to attempt to receive, request, send, store, or engage in any other type of transaction involving a New Event. You agree and understand that the Services are not configured to detect and/or secure New Event transactions, and we assume absolutely no responsibility whatsoever in respect to New Events.

19.2. We reserve the right to assess the impact of any New Event we may, in our sole discretion, decide whether to support (or cease supporting) any Virtual Asset after a New Event.

19.3. In the event of a New Event, Client agrees that we may temporarily suspend our operations; provided that we will (where practical) provide advance written notice to the Client promptly upon becoming aware of such a potential suspension and advise the Client of any risk of loss and any mitigation measures that we may put in place.

20. REPRESENTATIONS AND WARRANTIES

20.1. In addition to the Representations provided elsewhere under this Agreement, the Client represents and warrants to the Company on the date this Agreement comes into effect and as of the date of each Transaction, whether as an agent or principal, and on the date of provision of any Services that:

20.1.1. the Client has all necessary capacity, authority, powers, consents, licences and authorisations and has taken all necessary action to enable the Client lawfully to enter into and perform this Agreement;

20.1.2. the Client has read these terms and conditions and all key features documents (including all risk disclosures) and the Client is aware of and understands the risks inherent in making any relevant investments;

20.1.3. the Client has the necessary level of experience and knowledge to understand the risks involved in the transactions;

20.1.4. the Client has been provided with, and have read and understood, adequate information regarding any Services, to enable the Client to make informed investment decisions;

20.1.5. the Client has satisfied itself as to the observance of any applicable law, including obtaining any requisite government or other consents;

20.1.6. any information provided by the Client in relation to its identity, status, residence or domicile is complete, true, accurate and correct at the time provided and that you have not withheld any information which may be relevant for the purposes of this Agreement;

20.1.7. this Agreement, each Transaction and the obligations created under them both are binding upon the Client and enforceable against the Client in accordance with their terms (subject to applicable regulations) and do not and will not violate the terms of any regulation, order, charge or agreement by which the Client is bound;

20.1.8. no event of default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an event of default has occurred and is continuing with respect to the Client;

20.1.9. any information which the Client provides or has provided to the Company in respect of the Client's financial position or other matters is accurate and not misleading in any material respect;

20.1.10. the Client is willing and financially able to sustain loss of funds resulting from Transactions;

20.1.11. the conduct of the Client and its business and operations are, have been conducted and will continue to be in compliance with all applicable financial record keeping and reporting requirements, anti-terrorist financing legislation and money laundering

statutes of all applicable jurisdictions and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, “Anti Money Laundering Laws”) and where applicable, the Client has in place policies and procedures reasonably designed to ensure that its operations will continue to be conducted in compliance with all applicable Anti Money Laundering Laws and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Client with respect to Anti Money Laundering Laws is pending or, to the best knowledge of the Client, threatened;

20.1.12. neither the Client, nor, where applicable, any of its shareholders, ultimate beneficial owners, directors or key management personnel have been convicted of any crimes (in any jurisdiction) and there are no criminal lawsuits or other litigation, actions, administrative or other proceedings or governmental investigations of a criminal nature pending or threatened against or relating to the Client or the Client’s properties or business;

20.1.13. where applicable, the Client has disclosed the details of its ultimate beneficial owners; and

20.1.14. the Client is acting for the Client’s own account and has made their own independent decisions to access and use the Services, enter into the relevant Transaction and as to whether the Transaction is appropriate and proper for the Client based on the Client’s own judgment and upon advice from such advisors as the Client has deemed necessary. Fuze does not provide the Client with any investment, legal, Shari’ah, tax or other form of advice, nor can the Client request any such advice from Fuze, it being understood that information or explanations in relation to the Services, Quotes, Quote Requests, Orders and Transactions will not be considered as investment advice or a recommendation to enter into that transaction.

20.2. Where you act as an agent, warrant and undertake as under:

20.2.1. you have an express agreement or express instructions from the client or counterparty (principal) to (i) act on the principal’s behalf with Fuze and enter into Transactions on the principal’s behalf with Fuze (ii) to sign any documents, agreements, contracts or confirmations in relation to this Agreement on behalf of the principal;

20.2.2. you have completed your due diligence on the client or counterparty (principal) and have ensured that such counterparty is not acting as an agent on behalf of a third party;

- 20.2.3. where applicable, you have taken and will continue to take sufficient steps to obtain best execution in accordance with your execution policy, subject always to any specific instructions from the principal;
- 20.2.4. Fuze will not accept any responsibility for intermediate brokers or agents selected by You (the agent) or the principal;
- 20.2.5. where applicable, settling the Transaction with the principle will be at your entire risk;
- 20.2.6. you have full legal and documented authority, power, authorization to engage with us in all business you carry on with us on behalf of the principal pursuant to this Agreement and to use the resources of the principal to meet any of its obligations under this Agreement and any Transactions and will bear full responsibility for compliance by the principal with the terms of this Agreement and the performance of its obligations hereunder as if you were the primary obligor;
- 20.2.7. the principal can make the representations and warranties set out in this Agreement as if it were a party to this Agreement;
- 20.2.8. in entering into any Transaction on behalf of the principal, you have no reason to believe that the principal would not be able to perform any settlement obligations thereunder, and you will notify us immediately after becoming aware of any reason or circumstance regarding the principal that will or may cause your principal to fail to meet its obligations under one or more Transactions;
- 20.2.9. in entering into any Transaction on behalf of the principal, you have no reason to believe that the principal is restricted or prohibited from engaging in such a Transaction or performing its obligations thereunder under any applicable laws;
- 20.2.10. you have complied with your obligations under applicable laws in relation to the suitability and/or appropriateness of any Transaction for the principal and (where not acting in the exercise of your discretion) have determined the capability of the principal to evaluate the risks associated with any Transaction or service and provided the principal with all necessary information to enable it to make such evaluation;
- 20.2.11. notwithstanding any provision of this Agreement to the contrary, you agree that we may settle directly with the principal and will be entitled to take any action to effect the same;
- 20.2.12. you will provide to us full and any information regarding the principal as we require to fulfil our obligations under any applicable laws; and

- 20.2.13. you will immediately notify us if you cease to act for any principal or if the basis upon which you act changes in any way that would affect this Agreement or any Transaction made hereunder.
- 20.2.14. Application of this Agreement: This Agreement also applies separately between us and each principal.
- 20.2.15. INDEMNITY: NOTWITHSTANDING THAT YOU MAY ACT AS AGENT, YOU UNDERTAKE AS PRINCIPAL AND INDEMNIFY US IN RESPECT OF ANY ACTUAL LOSSES (EXCLUDING OPPORTUNITY LOSSES, FUNDING COSTS AND INTEREST IN ANY FORM) INCURRED BY US IN RELATION TO ANY TRANSACTION EFFECTED BY YOU AS AGENT ON BEHALF, OR PURPORTEDLY ON BEHALF, OF ANY PRINCIPAL.
- 20.2.16. The principal may not independently commence or sustain legal proceedings, complaints or other remedies against Fuze, whether in the principal's name or the agent's name on behalf of the principal.
- 20.2.17. Any agreement, contract or document by whatever name called (including this clause) may be pleaded by Fuze (despite not being a party to such agreement or contract or document) as a bar to any claim made by principal in respect of asserted liability of Fuze directly to the principal.
- 20.3. The Client will notify the Company in writing if there is any material change to information you have previously given to the Company at any time and Fuze will rely on the information provided under this Agreement until notice in writing satisfactory to Fuze of its revocation is received by Fuze.
- 20.4. You agree and acknowledge that the information provided to Fuze for onboarding and under this Agreement may be provided to the tax authorities of the country/jurisdiction in which your Fuze Account(s) is maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which you or the principle may be tax resident(s) pursuant to intergovernmental agreements to exchange financial account information.

21. COVENANTS

21.1. The Client covenants to the Company that:

21.1.1. the Client will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations required by it to operate a valid business;

21.1.2. the Client will use all reasonable steps to comply with all applicable laws, rules and regulations in relation to this Agreement and any Transactions, so far as they are applicable to the Client or the Company;

21.1.3. upon demand, the Client will provide the Company with such information as the Company, may reasonably require, to evidence the matters referred to in this clause or elsewhere in this Agreement or to comply with any applicable law, rules or regulations; and

21.1.4. the Client will not give orders or otherwise take any action that could constitute market abuse or otherwise amount to a breach of any applicable law, rules or regulations.

22. INDEMNIFICATION.

22.1. YOU will INDEMNIFY, DEFEND, AND HOLD HARMLESS FUZE OR ANY OF ITS AFFILIATES OR GROUP COMPANIES PROVIDING SERVICES TO YOU, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, ACTUAL LOSSES, LIABILITIES, DEMANDS, FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND OTHER LITIGATION COSTS BUT EXCLUDING OPPORTUNITY LOSSES, COSTS OF FUNDING AND INTEREST IN ANY FORM) ARISING IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED BY FUZE, INCLUDING WITHOUT LIMITATION TO THE EXTENT ARISING FROM:

22.1.1. ANY CLAIM OR DISPUTE BROUGHT BY YOU OR ANY THIRD PARTY, AGAINST AN INDEMNIFIED PARTY;

22.1.2. ANY CLAIM BROUGHT BY YOU OR BY ANY THIRD PERSON AGAINST AN INDEMNIFIED PARTY IN CONNECTION WITH THE SERVICES OR THE FUZE PLATFORM PROVIDED BY FUZE, SERVICES ACCESSED OR USED BY YOU OR ANY ORDER AND TRANSACTIONS UNDERTAKEN PURSUANT TO THIS AGREEMENT;

22.1.3. ANY UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR THE FUZE PLATFORM;

22.1.4. ANY TRANSACTION, WHETHER COMPLETED OR NOT, THAT IS ATTEMPTED OR COMPLETED AS A RESULT OF ANY UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR THE FUZE PLATFORM;

22.1.5. RESOLVING ANY DISPUTE RELATING TO ANY ORDER, TRANSACTION OR THESE SERVICES OR IN ENFORCING FUZE'S RIGHTS UNDER OR IN CONNECTION WITH THE AGREEMENT, OR WHICH MAY HAVE ARISEN EITHER DIRECTLY OR INDIRECTLY OUT OF OR IN

CONNECTION WITH FUZE OR AN INDEMNIFIED PARTY PERFORMING ITS OBLIGATIONS HEREUNDER OR ACCEPTING INSTRUCTIONS, INCLUDING BUT NOT LIMITED TO THE COMMUNICATION CHANNEL; OR

22.1.6. ANY REPRESENTATION, COVENANT OR WARRANTY MADE BY YOU TO FUZE UNDER THIS AGREEMENT.

22.2. YOU AGREE AND UNDERSTAND THAT:

22.2.1. THE INDEMNIFIED PARTIES ARE NOT A PARTY TO YOUR TRANSACTIONS AND ARE NOT PRIVY TO THIS AGREEMENT;

22.2.2. THE INDEMNIFIED PARTIES will NOT BE HELD LIABLE OR BE SUBJECT TO ANY LEGAL CLAIMS OR DISPUTES ARISING IN RELATION TO (I) PRICES, (II) AN ORDER SUBMITTED TO OR TRANSACTIONS WITH FUZE (III) THIS AGREEMENT; AND

22.2.3. YOU EXPRESSLY WAIVE ANY RIGHT TO SUE OR INITIATE LEGAL PROCEEDINGS AGAINST THE INDEMNIFIED PARTIES IN CONNECTION LEGAL CLAIMS OR DISPUTES ARISING IN RELATION TO (I) PRICES, (II) AN ORDER SUBMITTED TO OR TRANSACTIONS WITH FUZE (III) THIS AGREEMENT.

23. DISCLAIMERS

23.1. FUZE EXPRESSLY DISCLAIMS LIABILITY FOR ANY DELAY IN EXECUTION OR THE FAILURE TO EXECUTE ANY ORDER OR TRANSACTION MADE THROUGH USE OF THE FUZE PLATFORM. FUZE FURTHER EXPRESSLY DISCLAIMS LIABILITY FOR CLIENT'S INABILITY TO ENTER OR EXECUTE ALL OR PART OF ANY SERVICE OR TRANSACTION EFFECTED THROUGH USE OF THE PARTNER PLATFORM OR FUZE PLATFORM. THE CLIENT ACKNOWLEDGES AND AGREES THAT FUZE IS NOT A GUARANTOR OF ANY INVESTMENT MADE HEREUNDER. IN NO EVENT WILL FUZE BE LIABLE TO THE CLIENT OR ANY OTHER PARTY FOR ANY LOSSES, LIABILITIES, DAMAGES, FEES OR EXPENSES OF THE CLIENT OR ANY THIRD PARTY ARISING FROM THIS AGREEMENT, THE ACCESS OR USE OF THE PARTNER PLATFORM OR FUZE PLATFORM OR OTHER INFORMATION PROVIDED THROUGH THE PARTNER PLATFORM OR FUZE PLATFORM, INCLUDING BUT NOT LIMITED TO DIRECT DAMAGES, LOST PROFITS, TRADING LOSSES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF INVESTMENTS OR EXPENDITURES OR ANY OTHER SUCH DAMAGES, ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE,

WHETHER OR NOT FUZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CLIENT ACKNOWLEDGES THAT DETRIMENTAL FINANCIAL RESULTS MAY OCCUR THROUGH USE OF THE FUZE PLATFORM AND SERVICES AND ACCEPTS ALL FINANCIAL CONSEQUENCES RESULTING FROM SUCH USE.

23.2. ACCESS TO THE FUZE PLATFORM AND/OR THE WEBSITE IS PROVIDED ON "AS-IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED REPRESENTATIONS OR GUARANTEES AS TO THE MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO THE FUZE PLATFORM AND/OR THE WEBSITE, THEIR CONTENT, ANY DOCUMENTATION. THE CLIENT MAY FACE TECHNICAL DIFFICULTIES INCLUDING FAILURES, DELAYS, OR MALFUNCTION, WHICH MAY CAUSE ORDERS NOT TO BE TRANSMITTED, RECEIVED OR EXECUTED AS A RESULT OF SUCH DISRUPTION, FAILURE OR MALFUNCTION, SOFTWARE EROSION OR HARDWARE DAMAGE, WHICH COULD BE THE RESULT OF HARDWARE, SOFTWARE OR COMMUNICATION LINK INADEQUACIES OR OTHER CAUSES. FUZE will NOT BE LIABLE TO THE CLIENT FOR ANY LOSSES ARISING FROM ANY SUCH ORDERS NOT BEING TRANSMITTED, RECEIVED OR EXECUTED.

23.3. UNLESS A LOSS IS A DIRECT CONSEQUENCE OR ARISES DIRECTLY FROM THE COMPANY'S GROSS NEGLIGENCE, WILFUL DEFAULT OR FRAUD, NEITHER THE COMPANY NOR ANY OF ITS REPRESENTATIVES will BE LIABLE FOR ANY LOSS THAT MIGHT OCCUR AS A RESULT OF OR ARISING OUT OF YOUR USING, ACCESSING, INSTALLING, MAINTAINING, MODIFYING, DE-ACTIVATING, OR ATTEMPTING TO ACCESS, ACCESS OR USE OF EITHER THE PARTNER PLATFORM, FUZE PLATFORM, THE WEBSITE OR THE SERVICES.

23.4. FUZE SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES REGARDING (I) THE SERVICES, (II) THE FUZE PLATFORM, (III) ANY COMMUNICATION CHANNEL, (IV) THE DATA TRANSMITTED BY FUZE TO AND FROM ANY THIRD PARTY IN CONNECTION WITH THE SERVICES INCLUDING THE DATA TRANSFERRED TO AND FROM THE PARTNER OR THE PARTNER PLATFORM (V) THE DATA TRANSMITTED BY A THIRD PARTY TO FUZE IN CONNECTION WITH THE SERVICES. FUZE EXPRESSLY DISCLAIMS LIABILITY FOR ANY DELAY IN SERVICES OR THE FAILURE TO PROVIDE THE SERVICES, PROVIDE OR ACCEPT ANY PRICE OR ORDER MADE THROUGH THE PARTNER PLATFORM OR THE FUZE PLATFORM INCLUDING WITHOUT LIMITATION, (A) ANY WARRANTIES THAT THEY ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, (B) THAT THE

SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (C) THAT ANY INFORMATION PROVIDED BY YOU WILL BE SECURE AND NOT LOST OR DAMAGED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SERVICES IS AUTHORIZED HEREUNDER EXCEPT AS PERMITTED UNDER THIS AGREEMENT.

23.5. THE SERVICES MAY MALFUNCTION OR BECOME TEMPORARILY UNAVAILABLE DUE TO A COMPUTER MALFUNCTION OR NETWORK CONGESTION OR SOME OTHER REASON. FUZE DOES NOT GUARANTEE THAT THE SERVICES WILL BE AVAILABLE AT ALL TIMES, AND IT IS NOT RESPONSIBLE FOR LOSSES, DAMAGES OR COSTS, EXPENSES OF ANY NATURE INCURRED OR SUFFERED BY YOU AS A RESULT OF THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES, THE FUZE PLATFORM OR A COMMUNICATION CHANNEL, INTERRUPTION OR DISCONNECTION IN THE OPERATION OF THE FUZE PLATFORM, COMMUNICATION CHANNELS OR SERVICES, ANY TECHNICAL PROBLEMS, SYSTEM FAILURES AND MALFUNCTIONS, COMMUNICATION LINE FAILURES, EQUIPMENT OR SOFTWARE FAILURES OR MALFUNCTIONS, SYSTEM ACCESS ISSUES, SYSTEM CAPACITY ISSUES, HIGH INTERNET TRAFFIC DEMAND, SECURITY BREACHES AND UNAUTHORIZED ACCESS, AND OTHER SIMILAR COMPUTER PROBLEMS AND DEFECTS.

23.6. REGARDLESS OF ANY OTHER PROVISION OF THIS AGREEMENT, FUZE HAS THE RIGHT TO SUSPEND OR TERMINATE (AT ANY TIME, WITH OR WITHOUT CAUSE OR PRIOR NOTICE) ALL OR ANY PART OF THE SERVICES, OR YOUR ACCESS THERETO, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, CHANGING THE FEATURES OR FUNCTIONALITY OF THE SERVICES, ALL WITHOUT ANY LIABILITY OF FUZE TO YOU. YOU UNDERSTAND YOU CAN HAVE NO EXPECTATION OF ANY USE OR CONTINUED USE OF THE SERVICES.

23.7. FUZE PROVIDES NO REPRESENTATIONS AS TO THE ACCURACY OR FITNESS FOR PURPOSE OF COMMUNICATION CHANNEL, NOR DOES FUZE ACCEPT ANY RESPONSIBILITY FOR ANY LOSS INCURRED BY YOU ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE PARTNER PLATFORM OR THE FUZE PLATFORM, COMMUNICATION CHANNELS, ANY ORDER SUBMITTED OR ANY TRANSACTION NOT COMPLETED OR COMPLETED AT A LOSS TO YOU.

23.8 IN CASE OF DATA INACCURACIES (AS DETERMINED BY FUZE ACTING REASONABLY AND TAKING INTO ACCOUNT USUAL MARKET STANDARDS IN THIS REGARD) DUE TO TECHNICAL ERROR WITH RESPECT TO ANY PRICES, MARKET DATA OR OTHER DATA OR INFORMATION THAT FUZE PROVIDES TO THE PARTNER IN CONNECTION WITH THE SERVICES, THE PARTNER AGREES THAT AS BETWEEN FUZE AND THE PARTNER, (I) FUZE IS NOT RESPONSIBLE OR LIABLE

IF ANY SUCH PRICES, DATA OR INFORMATION ARE/IS INACCURATE OR INCOMPLETE IN ANY RESPECT AND (II) FUZE IS NOT RESPONSIBLE OR LIABLE FOR ANY ACTIONS THAT THE PARTNER OR ANY CLIENT TAKES OR DOES NOT TAKE BASED ON SUCH PRICES, DATA OR INFORMATION. FOR THE AVOIDANCE OF DOUBT, AS BETWEEN FUZE AND THE CLIENT, THIS AGREEMENT SHALL GOVERN ANY DISPUTE OR CLAIM BETWEEN FUZE AND THE CLIENT. IF THE CLIENT HAS PURCHASED OR SOLD VIRTUAL ASSET(S) BASED ON THESE INACCURATE INFORMATION, PRICES OR MARKET DATA, THE CLIENT SHALL HAVE THE RIGHT TO REQUEST FUZE TO CANCEL OR REVERSE SUCH TRANSACTION WITHIN 2 BUSINESS DAYS OF THE TRANSACTION. GIVEN THE NATURE OF VIRTUAL ASSETS IT MAY NOT BE POSSIBLE TO EFFECT SUCH A REQUEST AND IF A CANCELLATION AND REFUND IS NOT POSSIBLE, FUZE WILL INDEMNIFY YOU FOR YOUR ACTUAL LOSS INCURRED LIMITED TO THE AMOUNT OF THE TRANSACTION AND RELATED FEES.

24. EXCLUSIONS AND LIMITATION OF LIABILITY

24.1. YOU ACKNOWLEDGE THAT DETRIMENTAL FINANCIAL RESULTS MAY OCCUR THROUGH USE OF THE SERVICES AND ACCEPT ALL FINANCIAL CONSEQUENCES RESULTING FROM SUCH USE. YOU ACKNOWLEDGE AND AGREE THAT FUZE IS NOT A GUARANTOR OF ANY ORDERS PLACED OR TRANSACTIONS HEREUNDER.

24.2. WITHOUT PREJUDICE TO THE GENERALITY OF THE OTHER TERMS IN THIS AGREEMENT AND EXCEPT TO THE EXTENT THAT LIABILITY CANNOT BE EXCLUDED UNDER ANY APPLICABLE LAW OR REGULATION, YOU ACKNOWLEDGE AND AGREE THAT NEITHER FUZE NOR ANY OF THE FUZE GROUP COMPANIES, THEIR RESPECTIVE DIRECTORS, SHAREHOLDERS, MEMBER, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVE, SUPPLIERS OR CONTRACTORS ("RELATED PERSONS") will, IN NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY LOSSES, LIABILITIES, DAMAGES, FEES, EXPENSES OR DEMAND OF WHATSOEVER NATURE YOU MAY SUFFER OR INCUR IN CONNECTION WITH:

24.2.1. ANY SERVICES PROVIDED AND YOUR USE OF SERVICES HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO DIRECT DAMAGES, LOST PROFITS, TRADING LOSSES, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF INVESTMENTS OR EXPENDITURES OR ANY OTHER SUCH DAMAGES, ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE,

WHETHER OR NOT FUZE HAD BEEN ADVISED OF THE POSSIBILITY OF THE SAME ARISING OR THAT THE SAME WERE REASONABLY FORESEEABLE;

24.2.2. THE SERVICES; THE FUZE PLATFORM, COMMUNICATION CHANNELS, AVAILABILITY OR NON-AVAILABILITY OF THE SERVICES, THE FUZE PLATFORM OR AN COMMUNICATION CHANNELS; ANY UNAUTHORIZED ACCESS OR USE OF THE SERVICES, THE FUZE PLATFORM OR COMMUNICATION CHANNELS; ANY ACTIVITY ON THE FUZE PLATFORM, COMMUNICATION CHANNELS OR ANY TRANSACTION, WHETHER AUTHORIZED BY YOU OR NOT, WHETHER COMPLETED OR NOT, OR WHETHER THAT IS ATTEMPTED OR COMPLETED AS A RESULT OF ANY UNAUTHORIZED ACCESS OR USE OF THE SERVICES, THE FUZE PLATFORM OR COMMUNICATION CHANNELS;

24.2.3. FUZE'S INABILITY TO ENTER INTO, AMEND OR CANCEL A PRICE, ORDER, OR A TRANSACTION; FAILURE OR DELAY TO ACCEPT AN ORDER, PROVIDE A PRICE OR EXECUTE AN ORDER THROUGH THE PARTNER PLATFORM OR FUZE PLATFORM OR AN COMMUNICATION CHANNEL OR AN ERROR, OMISSION, INACCURACY OR INCOMPLETE DATA IN ANY PRICE OR ORDER SUBMITTED RESULTING FROM THE USE OF THE SERVICES OR THE RESULTANT TRANSACTION OR FOR EXERCISING OR FAILING TO EXERCISE ANY DISCRETION, POWER OR AUTHORITY CONFERRED UPON FUZE BY THIS AGREEMENT;

24.2.4. ANY WRONGFUL INTERCEPTION OF ANY PRICE, ORDER SUBMITTED OR TRANSACTION THROUGH THE FUZE PLATFORM OR COMMUNICATION CHANNELS, INCLUDING ANY EQUIPMENT OR SYSTEM OWNED AND/OR OPERATED BY OR FOR FUZE

24.2.5. ANY PRICES PROVIDED BY FUZE;

24.2.6. ANY REJECTION OR NON-EXECUTION OF ORDER SUBMITTED THROUGH THE PARTNER PLATFORM OR THE FUZE PLATFORM;

24.2.7. ANY FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT OR FOR ANY DELAY IN THE PERFORMANCE THEREOF;

24.2.8. YOUR DECISIONS OR PURCHASES OF ANY THIRD PARTY GOODS OR SERVICES (INCLUDING FINANCIAL INSTRUMENTS AND VIRTUAL ASSETS) BASED ON ANY PRICES OR ANY OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR OTHERWISE;

24.2.9. ANY DELAY BY YOU IN THE RECEIPT OF ANY NOTIFICATION (INCLUDING ANY TRADE CONFIRMATION) CONFIRMING THAT ANY ORDER SUBMITTED HAS OR HAS NOT BEEN EXECUTED AND THE CONSEQUENT EXISTENCE OR NON-EXISTENCE OF A BINDING TRANSACTION;

24.2.10. ANY UNAUTHORISED ACCESS TO OR USE OF THE SERVICES, YOUR ACCOUNT, PARTNER PLATFORM OR THE FUZE PLATFORM; OR

24.2.11. ANY TRANSACTION PERFORMED BY YOU WHILE ACTING AS AN AGENT OF THE PRINCIPAL.

24.3. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICES, THE FUZE PLATFORM OR COMMUNICATION CHANNELS IN CONNECTION WITH THE SERVICES IS ENTIRELY AT YOUR OWN RISK AND ACCORDINGLY, YOU ASSUME FULL RESPONSIBILITY AND RISK OF ANY LOSS, DAMAGES, EXPENSES OR COSTS RESULTING FROM OR RELATING TO SUCH USE.

24.4. WITHOUT LIMITATION, THE COMPANY DOES NOT ACCEPT ANY LIABILITY BY REASON OF ANY DELAY OR CHANGE IN MARKET CONDITIONS BEFORE OR AFTER ANY PARTICULAR TRANSACTION IS EXECUTED.

24.5. THE TOTAL AGGREGATE LIABILITY OF FUZE AND ITS RELATED PERSONS IN CONNECTION WITH THE SERVICES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED THE AMOUNT EQUIVALENT TO ONE (1) MONTH'S FEE CHARGED BY FUZE.

25. API AND OTHER SOFTWARE

25.1. We provide the Fuze API and Software (and, where applicable, any other relevant software) to enable you to use the Services. We reserve the right to change or amend the Fuze API, Software and/or their respective interface(s) at any time, in order to provide the Client with a new version thereof and/or to change respective functionalities and/or characteristics.

25.2. The Client agrees that it may be required to install new or update existing Software to continue to use the Services and it is the Client's sole responsibility to ensure it has all necessary Software, updates and changes installed to receive the Services throughout the term of its Agreement.

25.3. Fuze retains all rights, title and interest in and to the Fuze Platform and the Services, including all source code, object code, data, information, copyrights, trademarks, patents, inventions and trade secrets embodied therein, and all other rights not expressly granted to you under this Agreement. Nothing in this Agreement constitutes a waiver of any of Fuze's rights under the intellectual property laws of the United Arab Emirates or any other jurisdiction or under any other federal, state, or foreign laws.

25.4. You may only use the Services as expressly permitted by this Agreement. You may not alter, modify, decompile, disassemble, or reverse engineer the Fuze Platform or the Services. Any attempt to use, copy, or convey the Fuze Platform or the Services in a manner contrary to the terms of this Agreement or in competition with Fuze or in derogation of Fuze's proprietary rights, whether such rights are stated herein or determined by law or otherwise, will result in this Agreement being automatically terminated and Fuze will have all rights and remedies available to it under the applicable law, including without limitation, the right to immediate injunctive relief. You hereby acknowledge that all other remedies are inadequate.

26. MARKETING AND OTHER USE OF LOGOS

26.1. The Client agrees that its name and standard logo (as published by the Client) may be included by us on the Fuze client list on our website and in our marketing materials. We will be entitled to use the said list freely in our commercial efforts. The Client also agrees that its name and standard logo may be included by us in our communications with a third party in relation to the Transaction. Any other use of Client's name, logo or information will only occur with the Client's prior written consent which the Client will not unreasonably withhold.

26.2. The Client may not use our logo anywhere on its website, or otherwise, without the prior express written approval of Fuze.

27. DATA PROTECTION

27.1. The Parties will comply with their respective obligations with respect to the applicable data protection law. For details on how the Company collects, processes and uses your personal data, please refer to the Privacy Policy available at <https://www.fuzefinance.com/privacy>. Changes may be made to that Privacy Policy without notice and at the discretion of the Company, where permitted or required by applicable law.

27.2. By accessing and using the Partner and Fuze Platform for the Services, you hereby voluntarily and unequivocally grant explicit consent for the Partner to share your personal and non-personal data ("Data"), as defined below, with Fuze and our third parties as described in this clause.

27.3. This consent is granted on an ongoing basis unless revoked by you in accordance with this clause.

27.4. For the purposes of this Agreement, Data means both personal and non-personal data, and includes, but is not limited to the following types of information:

- (a) Name;

- (b) Contact information (e.g., address, email address, phone number);
- (c) Date and place of birth;
- (d) Financial information relating to you including your bank account, bank statements;
- (e) Usage and interaction data;
- (f) Any other information that can be used to identify an individual;
- (g) Any information collected by the Partner during your onboarding with the Partner;
- (h) Results of the Partner's Know-Your Customer procedures undertaken by the Partner;
- (i) Any other personal and non-personal information relating to you that is necessary for Fuze to comply with your instructions and your receiving of the Services provided by Fuze; and
- (j) Any updates to the Data shared by you with the Partner.

27.5. Your data will be shared with Fuze and our third party providers for the following purposes:

- (a) to provide the Services;
- (b) to improve the Services, products, and customer experience;
- (c) to comply with legal obligations and regulatory requirements that the Partner, Fuze or any of the third parties mentioned under this clause below are subject to;
- (d) to conduct market research, analysis, and survey; and
- (e) to engage in marketing and promotional activities, including those of our partners and affiliates.

27.6. The third parties with whom your Data may be shared include but are not limited to:

- (a) a Fuze Group Company;
- (b) Fuze's providers, vendors, and contractors who support Fuze in the delivery of the Services, including but not limited to vendors providing third party identity verification services, marketing and technology services; and
- (c) government authorities, law enforcement agencies, or other regulatory bodies when required by law or when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to

report suspected illegal activity or to investigate violations of any applicable law, rules, regulations or this Agreement.

27.7. You are encouraged to visit <https://www.fuzefinance.com/privacy> and <https://www.fuzefinance.com/> to acquaint yourself with Fuze's privacy policy, data security practices and this Agreement.

27.8. You may revoke your consent for the sharing of Data with the Parties under this clause at any time and share your concerns on the Data being shared by providing written notice to dpo@ruyabank.ae and/ or to the Data Protection Officer of Fuze at dpo@fuze.finance. You understand that revocation of consent hereunder may affect the Partner's and Fuze's ability to provide the Services.

28. TERMINATION

28.1. This Agreement may be terminated, in whole or in part, immediately and at any time by the Company without any liability or penalty for such termination pursuant to a written communication provided by the Company to you. The Company will not be obliged to give reasons for the termination.

28.2. If you choose to close your Account, this Agreement will stand terminated.

28.3. Following termination pursuant to this clause, the Company will determine whether to complete any outstanding transactions or obligations. For the avoidance of doubt, you agree that you will be responsible for the payment of any actual costs, fees, charges, expenses, levies, taxes and duties incurred by the Company, in relation to any such outstanding Orders or Transactions at the time of termination. Any outstanding fees, costs and expenses incurred by the Company at the time of termination or resulting from such termination will become due and payable by the Client immediately upon termination.

28.4. At the sole discretion of the Company, any pending Orders that have not been executed, at the time of the termination of this Agreement will be cancelled without the need for any further notice to you.

28.5. You understand and agree that the date of refund to you by the Company (if applicable) may be different from the date your Account is closed.

28.6. Following the termination of this Agreement and depending on the reasons for termination of the Client's Account with Fuze, the Client's Virtual Assets (held in the Client's Account with Fuze), if permitted by our internal policies and applicable law may be liquidated and the funds will be transferred to the Partner's designated account for settlement to you.

In addition, the Partner may elect to initiate liquidation in accordance with its policies and procedures.

29. CONFLICT OF INTEREST POLICY

29.1. The Company's Services are provided on a non-exclusive basis. The Company may have an interest, relationship or arrangement ("Interest") in any Service offered by the Company. Such an Interest may not be separately disclosed to the Client before or at the time the Client enters into any investment, a Transaction or any other arrangement relating to an investment with the Company. If any such Interest exists, the Company will ensure that, in accordance with its Conflict of Interest Policy, all clients are treated fairly and in such a manner as to ensure that any conflict that may exist does not prejudice the client's interests.

30. CLIENT COMPLAINTS

30.1. Client complaints in connection with the Services must be lodged immediately upon becoming aware of such complaint or concern. Immediately upon receipt of your complaint the Compliance Officer ("Officer") will be informed of the complaint. Within 2 (two) days of receipt of the complaint the Officer will acknowledge receipt. The Company will resolve/redress your complaint within a maximum of fifteen (15) days. During the complaints process we will update you regularly on the progress of the complaints handling. You will be given the contact details for the individual handling the complaint.

30.2. If a complaint is delayed, the Client will forfeit any possible claims to damages. . The express or tacit approval of a statement includes the approval of all items it contains and of any reservations made by the Company to any of these items.

30.3. Any referral to external parties including regulatory bodies may involve transferring and disclosing personal data. You have the right to object at any time on reasonable grounds relating to your particular situation to the processing of your personal data.

30.4. The Company will investigate the factual and legal circumstances of the case. Based on the outcome of its investigations, the Company will decide on the position to be taken by the Company. Once the investigation has been concluded you will promptly be informed in writing of the findings of the investigation. To make a complaint, please send your complaint in writing to support@fuze.finance.

31. CONFIDENTIALITY

31.1. Any information of a confidential nature that you provide to the Company (whether obtained in the course of providing the Services under this Agreement or otherwise) will be

held in strict confidence by the Company, and the Company will take all steps reasonably necessary to preserve the confidentiality thereof.

31.2. You agree to keep confidential, and not to disclose to any person or otherwise make use of, any information concerning this Agreement, including any agreed arrangements, commissions paid, unless the disclosure is required by applicable law or you have obtained the Company's prior written consent.

32. MISCELLANEOUS.

32.1. Applicable laws. This Agreement is subject to:

32.1.1. the laws, regulations, and rules of the Virtual Asset Regulatory Authority, Dubai, and any governmental or regulatory authority that apply to Fuze, and those which might apply to you in your country of residence or where you are normally domiciled, as enacted, replaced or amended from time to time;

32.1.2. the laws and regulations in force by VARA, including but not limited to those in relation to the protection of personal data and consumer protection as applicable; and

32.1.3. the federal laws and regulations in force in the United Arab Emirates, to the extent applicable, including without limitation the relevant UAE legislations related to anti-money laundering (AML) and combating financial terrorism (CFT).

32.2. By agreeing to this Agreement, you expressly represent and warrant that you comply and will comply at all times with any applicable laws and regulations, as these may apply to you or your business and operations from time to time and that you have obtained and will maintain any and all licences, permits and registrations required under applicable law to conduct your business in all jurisdictions where you are established.

32.3. Injunctive Relief. You agree and understand that your obligations set forth in this Agreement are necessary and reasonable in order to protect Fuze and our business. You expressly agree that due to the unique nature of our business, monetary damages would be inadequate to compensate us for any breach by you of your covenants and agreements set forth in this Agreement. Accordingly, you agree and understand that any such violation or threatened violation will cause irreparable injury to us and that, in addition to any other remedies that may be available, in law, in equity or otherwise, we will be entitled to obtain injunctive relief against any threatened breach of this Agreement or your continuation of any such breach, without the necessity of proving actual damages.

32.4. Relationship of the Parties. You agree and understand that nothing in this Agreement will be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties will be limited to those expressly set forth herein. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from this Agreement is intended or will be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons, and this Agreement and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

32.5. Security Of Communications. There is no guarantee that all means of communication between us will be secure, virus free or successfully delivered. We are not liable to you, and you accept responsibility if, due to circumstances beyond our reasonable control, communications are intercepted, delayed, corrupted, not received or received by someone else. If we think this has happened, we will try to contact you.

32.6. Amendments; Waivers. You agree that Fuze may amend this Agreement at any time without prior notice to or consent from you. An updated version will be made available to you when you access the Fuze Platform or Services after an update has been made and you acknowledge and agree that by continuing to access or use the Services after such amendment, you will be deemed to have accepted the amendments. This Agreement may not be otherwise amended without the prior written consent of Fuze. No consent with respect to any action or omission by Fuze will operate as a consent to, waiver of, or estoppel with respect to, any other or subsequent action or omission. No failure to exercise and no delay in exercising any right, remedy or power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or at equity.

32.7. Assignment; Successors and Assigns. This Agreement will be binding on and inure to the benefit of the Parties and their respective affiliates, successors, heirs, personal representatives, and permitted assigns. You will not be entitled to assign or delegate your rights or obligations hereunder without the prior written consent of Fuze, which may be

withheld in such other Party's sole discretion. Fuze will be entitled to assign or delegate its rights and obligations hereunder without your consent and without notice to you.

32.8. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under the applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

32.9. Governing Law and Jurisdiction

32.9.1. This Agreement will be governed by, and construed and enforced in accordance with the laws of the United Arab Emirates without giving effect to the principles of conflicts of law thereof. Each Party hereby agrees that (i) any and all litigation arising out of this Agreement will be conducted only in the Courts of the United Arab Emirates and (ii) such courts will have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

32.9.2. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO this Agreement OR ANY OTHER MATTER INVOLVING THE PARTIES, AND AGREES THAT ANY SUCH ACTION will BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

32.9.3. Each Party irrevocably and unconditionally hereby submits to the personal jurisdiction of such courts described in clause 32.9.1 and waives any objection such Party may now or hereafter have to venue or that such courts are inconvenient forums.

32.9.4 Waiver of Interest. The parties hereby agree that no interest shall be payable or receivable under or in connection with this Agreement. If it is determined that any interest is payable or receivable by a party, whether as a result of any judicial award or by operation of any applicable law or otherwise, such party agrees to waive any rights it may have to claim or receive such interest.

32.10. No Third Party Beneficiary. Except to the extent otherwise expressly provided herein, this Agreement is intended solely for your and Fuze's benefit and the Parties respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any third party.

32.11. Force majeure. In this Agreement "force majeure" will mean any cause preventing Fuze from performing any or all of its obligations which arise from or are attributable to either acts,

events or omissions or accidents beyond the reasonable control of Fuze so prevented, including but without limitation any breakdown, malfunction or failure of transmission, act of God, war, terrorism, malicious damage, civil commotion, communication or computer facilities, industrial action, acts and regulations of any governmental or supranational bodies or authorities or the failure of any relevant intermediate broker, agent or principal. There will be no obligation on Fuze to perform any of their obligations under this Agreement on the occurrence of a force majeure event or while a force majeure event is continuing. Fuze will use all reasonable endeavours to bring the force majeure event to a close or to find a solution by which this Agreement may be performed despite the continuance of a force majeure circumstance and/or will take all reasonable steps to resume performance as soon as is reasonably possible following the cessation of a force majeure event. In any event Fuze will not be liable to you for any delay, partial or non-performance of Fuze's obligations hereunder by reason of force majeure.

32.12. Change of Control. In the event that we are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign this agreement and the information we have collected from you as part of such merger, acquisition, sale, or other change of control without prior written consent or notification to you.

32.13. Survival. You agree and understand that all provisions of this Agreement, which by their nature extend beyond the termination or expiration of this Agreement, including, but not limited to, clauses pertaining to suspension, investigations, remedies for breach, termination, debts owed, right to offset, general use of the Services, disputes with us, and general provisions, will survive the termination or expiration of this Agreement.

32.14. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof.

32.15. Further Assurance. Each Party will, to the extent that it is reasonably able to do so and at the other's cost, execute all documents and do all acts and things reasonably required by another Party to give effect to the terms of this Agreement.

32.16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original, but all of which when taken together will constitute a single instrument.

Last updated 08th April 2025