

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into as of [DATE] (the “**Effective Date**”), by and between:

MONTEZY GMBH, a limited liability company (GmbH) duly organized and existing under the laws of Switzerland, registered in the commercial register of the Canton of Zug, having its registered address at Baarerstrasse 12, 6300 Zug, Switzerland (“Provider”);

and

Option A - Individual

[FULL NAME], an individual having a residential address at [FULL ADDRESS] (“**Counterparty**”).

Option B - Institution

[FULL NAME], a corporation duly organized and existing under the laws of [JURISDICTION], having a registration address at [FULL ADDRESS] (“**Counterparty**”);

Provider and Counterparty are each a “**Party**” and together the “**Parties**”.

RECITALS

WHEREAS, Provider is a financial intermediary within the meaning of the Swiss Anti-Money Laundering Act (AMLA), affiliated with the Self-Regulatory Organisation VQF (SRO Member No. 101303), and is engaged in the provision of digital asset services, foreign exchange services, remittance services and other related financial services; Provider is not a bank, is not prudentially supervised by the Swiss Financial Market Supervisory Authority (FINMA) and does not accept public deposits;

WHEREAS, Counterparty desires to obtain one or more of such services from Provider from time to time pursuant to the terms and conditions set forth herein;

WHEREAS, the Parties desire to establish a master agreement governing future transactions and services provided by Provider to Counterparty from time to time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement:

“AML Laws” means all applicable anti-money laundering, counter-terrorist financing, anti-

bribery, anti-corruption, sanctions, proliferation financing and related laws, regulations, rules, guidance, directives and regulatory requirements.

“Applicable Laws” means any applicable law, statute, regulation, rule, order, judgment, decree, directive, regulatory requirement, guideline or governmental requirement applicable to a Party, a Service or a Transaction.

“Digital Asset” means any cryptocurrency, virtual asset, stablecoin, digital token or other blockchain-based digital representation of value accepted by Provider from time to time.

“Fiat Currency” means the Swiss franc (CHF), the euro (EUR), the United States dollar (USD) and any other government-issued currency that Provider may support from time to time, as notified to Counterparty or made available through Provider’s services.

“Sanctioned Person” means any individual, entity, organization, vessel, aircraft, jurisdiction or government that is the subject of sanctions or restrictions under applicable Sanctions Laws.

“Sanctions Laws” means any sanctions, trade embargo, export control, restrictive measure or similar law administered or enforced by the Office of Foreign Assets Control of the United States Department of the Treasury, the United Nations Security Council, Switzerland (including the State Secretariat for Economic Affairs, SECO), the United Kingdom, the European Union or any other applicable governmental authority.

“Service” means any service provided by Provider under this Agreement, including digital asset services, foreign exchange services, remittance services and related settlement services.

“Transaction” means any digital asset purchase transaction, digital asset sale transaction, foreign exchange transaction, remittance transaction, settlement transaction or any other transaction agreed between the Parties under this Agreement.

ARTICLE II SERVICES AND TRANSACTIONS

Section 2.1 Services

Subject to the terms and conditions of this Agreement, Applicable Laws, AML Laws and Provider’s internal compliance policies and procedures, Provider may provide one or more of the following Services to Counterparty:

- (a) Digital Asset purchase services;
- (b) Digital Asset sale services;
- (c) Foreign exchange services;
- (d) Remittance services;
- (e) Settlement services; and
- (f) Any other services agreed between the Parties from time to time.

Nothing in this Agreement shall obligate Provider to provide any particular Service or enter into any particular Transaction.

Section 2.2 Transaction Requests

From time to time during the Term of this Agreement, either Party may engage the other Party in discussions regarding a proposed Transaction.

Such discussions may occur through email, telephone, Signal, Telegram, WhatsApp, WeChat, encrypted messaging systems, trading platforms, online portals, electronic communication systems or any other communication method accepted by the Parties.

A proposed Transaction may involve, without limitation:

- (a) the purchase or sale of Digital Assets;
- (b) the exchange of one Fiat Currency for another Fiat Currency;
- (c) the remittance or transfer of funds;
- (d) settlement services; or
- (e) any combination of the foregoing.

Section 2.3 Transactions

The Parties may enter into Transactions from time to time pursuant to this Agreement.

The terms of each Transaction may be agreed through any communication method accepted by the Parties, including email, telephone, messaging applications, electronic platforms, written instructions, transaction confirmations or other records.

Each Transaction shall become legally binding and enforceable upon the Parties once the relevant commercial terms have been agreed, whether orally, electronically or in writing.

The Parties acknowledge and agree that a Transaction may be evidenced by any Transaction Confirmation or other written or electronic record evidencing such agreement.

Section 2.4 Compliance Conditions

Provider may require completion of KYC, CDD, EDD, sanctions screening, source of funds verification, source of wealth verification, transaction purpose verification, risk assessment, transaction limit review or any other compliance review prior to accepting, processing or settling any Transaction.

Counterparty shall promptly provide all information, documents and explanations reasonably requested by Provider in connection with such reviews.

Section 2.5 Settlement

The Parties shall settle each Transaction in accordance with the applicable Transaction Confirmation and Settlement Instructions.

Settlement may occur through bank transfers, payment networks, Digital Asset transfers, stablecoin transfers or any other settlement method agreed between the Parties.

Where practicable, settlement shall be conducted on a delivery-versus-payment basis.

Each Party shall be solely responsible for the accuracy and completeness of its Settlement Instructions.

Section 2.6 Settlement Finality

All payments, transfers and settlements made pursuant to a Transaction shall be deemed final upon completion in accordance with the applicable payment system, banking system, blockchain network or settlement mechanism.

The Parties acknowledge that Digital Asset transactions are generally irreversible once confirmed on the applicable blockchain network.

Section 2.7 Right to Refuse, Suspend or Terminate Transactions

Provider may refuse, reject, suspend, delay, restrict, cancel or terminate any Service or Transaction where Provider reasonably determines that such action is necessary or appropriate as a result of:

- (a) Applicable Laws;
- (b) AML Laws;
- (c) sanctions concerns;
- (d) compliance reviews;
- (e) transaction monitoring findings;
- (f) source of funds or source of wealth concerns;
- (g) fraud concerns;
- (h) risk management considerations;
- (i) regulatory requests or requirements; or
- (j) any other circumstance which, in Provider's reasonable opinion, may expose Provider to legal, regulatory, financial, operational or reputational risk.

Provider shall not be liable for any loss arising from actions taken in good faith pursuant to this Section.

Section 2.8 Term and Termination

This Agreement shall remain in effect until terminated by either Party upon written notice.

Provider may immediately suspend or terminate this Agreement where:

- (a) Counterparty breaches this Agreement;
- (b) Counterparty fails to satisfy Provider's compliance requirements;
- (c) Counterparty fails to provide information requested by Provider;
- (d) Counterparty becomes a Sanctioned Person; or
- (e) Provider is required to do so by Applicable Laws or regulatory requirements.

Termination shall not affect any rights, obligations, liabilities or Transactions existing prior to the effective date of termination.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Provider Representations

Provider represents and warrants to Counterparty that:

(a) Organization and Authority

Provider is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and possesses all necessary power, authority and capacity to enter into, deliver and perform this Agreement.

(b) Authorization

The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or organizational action.

(c) Binding Obligation

This Agreement constitutes a valid and legally binding obligation of Provider, enforceable against Provider in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally.

(d) Regulatory Status

Provider is registered, licensed, exempt or otherwise authorized to conduct its business activities to the extent required by Applicable Laws and shall maintain such registrations, licenses, exemptions or authorizations as may be required during the Term of this Agreement.

(e) Compliance Framework

Provider maintains policies, procedures and controls reasonably designed to comply with Applicable Laws, AML Laws, sanctions requirements and applicable regulatory obligations relevant to its business activities.

(f) Sanctions

Neither Provider nor, to Provider's knowledge, any person controlling Provider:

- (i) is a Sanctioned Person;
- (ii) is owned or controlled by a Sanctioned Person; or
- (iii) is acting on behalf of a Sanctioned Person.

(g) Lawful Business Activities

Provider conducts its business activities in accordance with Applicable Laws and maintains compliance procedures reasonably designed to prevent the use of its services for money laundering, terrorist financing, sanctions evasion, fraud or other unlawful activities.

(h) Settlement Authority

Provider is authorized to use and operate any bank account, wallet, payment channel, settlement arrangement or other settlement mechanism utilized by Provider in connection with Services provided under this Agreement.

(i) Third-Party Service Providers

Provider may utilize banks, payment institutions, liquidity providers, exchanges, virtual asset service providers, settlement providers, custodians, agents or other third-party service providers in connection with the provision of Services, provided that such arrangements do not materially diminish Provider's obligations under this Agreement.

ARTICLE IV COMPLIANCE, AML AND SANCTIONS

Section 4.1 Compliance and AML Obligations

Each Party shall comply with all Applicable Laws and AML Laws applicable to its activities under this Agreement.

Counterparty acknowledges and agrees that Provider maintains a risk-based compliance framework and may implement such policies, procedures and controls as Provider considers necessary or appropriate to comply with Applicable Laws, AML Laws, sanctions requirements and regulatory obligations.

Without limitation, Provider may conduct KYC, CDD, EDD, transaction monitoring, sanctions screening, adverse media screening, source of funds verification, source of wealth verification, transaction purpose verification, risk assessments, transaction limit reviews and any other

compliance reviews deemed necessary by Provider.

Counterparty shall cooperate fully with any such review and shall provide all information and assistance reasonably requested by Provider.

Section 4.2 Customer Information and Verification

Counterparty shall promptly provide any information, documentation, records, certifications, explanations or supporting evidence reasonably requested by Provider for compliance, regulatory or risk management purposes.

Such information may include, without limitation:

- (a) identification documents;
- (b) proof of address;
- (c) corporate documents;
- (d) beneficial ownership information;
- (e) source of funds information;
- (f) source of wealth information;
- (g) banking information;
- (h) wallet ownership information;
- (i) transaction purpose information;
- (j) financial information;
- (k) tax-related information; and
- (l) any other information reasonably requested by Provider.

Counterparty represents that all information and documentation provided to Provider shall be true, accurate, complete and not misleading in any material respect.

Section 4.3 Risk-Based Compliance Measures

Counterparty acknowledges that Provider may classify clients, transactions, jurisdictions, products and services according to different risk levels and may apply different compliance measures accordingly.

Provider may establish transaction limits, enhanced review procedures, additional verification requirements, ongoing monitoring measures or other risk mitigation controls as Provider considers appropriate.

Counterparty shall comply with all such requirements communicated by Provider from time to

time.

Section 4.4 Sanctions Compliance

Each Party represents and warrants that it:

- (a) is not a Sanctioned Person;
- (b) is not owned or controlled by a Sanctioned Person;
- (c) is not acting directly or indirectly on behalf of a Sanctioned Person;
- (d) is not located, organized or resident in a jurisdiction subject to comprehensive sanctions to the extent prohibited by Applicable Laws; and
- (e) shall not use any Service or Transaction in violation of applicable Sanctions Laws.

Provider may suspend, reject, delay, restrict or terminate any Service or Transaction where sanctions concerns arise or where Provider reasonably determines that sanctions-related risks may exist.

Section 4.5 Transaction Monitoring and Digital Asset Screening

Provider may utilize transaction monitoring systems, blockchain analytics tools, wallet screening tools, sanctions screening systems, fraud detection systems, risk intelligence providers and other compliance technologies in connection with Services and Transactions.

Provider may reject, suspend, delay, restrict or terminate any Service or Transaction where Provider reasonably believes that a Transaction may involve:

- (a) money laundering;
- (b) terrorist financing;
- (c) sanctions evasion;
- (d) fraud;
- (e) ransomware proceeds;
- (f) darknet marketplace activity;
- (g) stolen or misappropriated assets;
- (h) market abuse;
- (i) deceptive or unlawful conduct; or
- (j) any other unlawful, suspicious or high-risk activity.

Section 4.6 Travel Rule and Information Sharing

Where Travel Rule Requirements or other Applicable Laws require the collection, verification, transmission or disclosure of originator, beneficiary or transaction information, Counterparty shall promptly provide all information reasonably requested by Provider.

Provider may delay, suspend or refuse any Digital Asset transfer pending receipt and verification of information required to satisfy such obligations.

Section 4.7 Regulatory Reporting and Disclosure

Counterparty acknowledges and agrees that Provider may disclose information relating to Counterparty, any Service or any Transaction to regulators, governmental authorities, law enforcement agencies, financial intelligence units, financial institutions, payment service providers, virtual asset service providers, banking partners, auditors, professional advisers or other third parties where Provider reasonably considers such disclosure necessary or appropriate to:

- (a) comply with Applicable Laws;
- (b) comply with AML Laws;
- (c) satisfy regulatory obligations;
- (d) respond to governmental or regulatory requests;
- (e) investigate suspicious activity;
- (f) prevent fraud or financial crime; or
- (g) protect Provider's legal, regulatory or commercial interests.

No Party shall be liable for any disclosure made in good faith pursuant to this Section.

Section 4.8 Refusal and Termination Rights

Without limiting any other rights available to Provider under this Agreement or Applicable Laws, Provider may refuse, suspend, delay, restrict or terminate any Service, Transaction or business relationship where:

- (a) Counterparty fails to satisfy Provider's compliance requirements;
- (b) requested information is not provided;
- (c) information provided cannot be verified;
- (d) Provider identifies elevated legal, regulatory, sanctions, fraud or reputational risk;
- (e) Provider is required to do so by Applicable Laws or regulatory requirements; or

(f) Provider reasonably determines that continuing the relationship would expose Provider to unacceptable risk.

Provider shall not be liable for any loss resulting from actions taken in good faith pursuant to this Article.

ARTICLE V RISK DISCLOSURE

Section 5.1 Acknowledgment of Risk

Counterparty acknowledges that Services and Transactions conducted under this Agreement involve financial, operational, technological, market, regulatory and settlement risks.

Counterparty further acknowledges that different Transactions may involve different risk characteristics and that Provider does not guarantee the profitability, suitability, performance or outcome of any Service or Transaction.

Counterparty has independently evaluated the risks associated with each Transaction and is capable of bearing any loss arising therefrom.

Section 5.2 Market and Exchange Rate Risk

The value of Digital Assets and Fiat Currencies may fluctuate significantly due to market conditions, liquidity conditions, interest rates, economic events, geopolitical developments, regulatory actions and other factors beyond the control of Provider.

Foreign exchange rates may change rapidly and without notice.

Counterparty acknowledges that losses may arise from adverse market movements, exchange rate fluctuations or changes in liquidity conditions.

Section 5.3 Payment and Settlement Risk

Transactions may be affected by delays, failures, interruptions or restrictions involving banks, payment systems, settlement systems, financial institutions, intermediaries, service providers, blockchain networks or communication systems.

Settlement delays may occur due to compliance reviews, operational requirements, technical issues, market conditions, force majeure events or actions of third parties.

Provider shall not be responsible for delays or failures caused by third-party service providers or circumstances beyond Provider's reasonable control.

Section 5.4 Digital Asset and Blockchain Risk

Digital Assets involve unique technological and operational risks.

Without limitation, blockchain networks may experience:

- (a) network congestion;
- (b) transaction delays;
- (c) validator or miner failures;
- (d) blockchain reorganizations;
- (e) software defects or bugs;
- (f) protocol vulnerabilities;
- (g) consensus failures;
- (h) cyberattacks;
- (i) denial-of-service attacks; and
- (j) network outages.

Such events may adversely affect the transferability, value, settlement or usability of Digital Assets.

Section 5.5 Forks, Protocol Changes and Stablecoins

Digital Assets and blockchain protocols may be subject to forks, protocol upgrades, token migrations, governance changes, software modifications or similar events.

Unless otherwise agreed in writing, Provider shall have sole discretion regarding whether and how to support any forked asset, airdrop, token migration or protocol modification.

Stablecoins may lose their peg, become illiquid, experience redemption failures or otherwise fail to maintain their intended value.

Provider shall not be liable for losses arising from such events.

Section 5.6 Wallet, Banking and Security Risk

Counterparty is solely responsible for maintaining the security of its wallets, bank accounts, credentials, passwords, devices, authentication methods and access controls.

Counterparty is solely responsible for the accuracy of all Settlement Instructions provided to Provider.

Provider shall not be liable for losses arising from unauthorized access, compromised credentials, incorrect Settlement Instructions or security failures outside Provider's reasonable control.

Section 5.7 Regulatory and Legal Risk

Applicable Laws, AML Laws, sanctions requirements, tax rules, regulatory guidance and governmental policies may change at any time.

Such changes may affect the legality, availability, timing, cost, transferability, settlement, value or use of Services, Transactions, Digital Assets or Fiat Currencies.

Counterparty acknowledges that regulatory developments may result in restrictions, delays, reporting obligations, enhanced compliance requirements or the suspension or termination of Services.

ARTICLE VI LIMITATION OF LIABILITY

Section 6.1 Exclusion of Certain Damages

To the maximum extent permitted by Applicable Laws, neither Party shall be liable to the other Party for any:

- (a) indirect damages;
- (b) incidental damages;
- (c) consequential damages;
- (d) punitive damages;
- (e) special damages;
- (f) loss of profits;
- (g) loss of business opportunities;
- (h) loss of goodwill;
- (i) loss of anticipated revenue; or
- (j) losses resulting from fluctuations in the value of Digital Assets, Fiat Currencies or foreign exchange rates.

The foregoing exclusions shall apply regardless of whether such damages were foreseeable or whether a Party had been advised of the possibility of such damages.

Section 6.2 Liability Cap

Except in cases of fraud, willful misconduct, gross negligence or breach of confidentiality obligations, the aggregate liability of either Party arising out of or relating to any Transaction shall not exceed the total value of the Transaction giving rise to the claim.

Section 6.3 Force Majeure

Neither Party shall be liable for any delay, interruption or failure to perform its obligations under this Agreement resulting from circumstances beyond its reasonable control, including:

- (a) acts of God;
- (b) war;
- (c) terrorism;
- (d) civil unrest;
- (e) cyberattacks;
- (f) governmental actions;
- (g) sanctions programs;
- (h) utility failures;
- (i) internet disruptions;
- (j) telecommunications failures;
- (k) banking system disruptions;
- (l) payment system disruptions;
- (m) payment processor disruptions;
- (n) blockchain network failures;
- (o) exchange outages; or
- (p) any other event beyond the reasonable control of the affected Party.

The affected Party shall use commercially reasonable efforts to mitigate the effects of such event and resume performance as soon as reasonably practicable.

Section 6.4 Regulatory and Compliance Actions

Provider may suspend, delay, reject, restrict, modify or terminate any Service or Transaction if required or deemed necessary by Provider in connection with:

- (a) Applicable Laws;
- (b) AML Laws;
- (c) sanctions requirements;
- (d) court orders;

- (e) governmental requests;
- (f) regulatory guidance;
- (g) licensing, registration or regulatory obligations;
- (h) banking, payment, settlement or liquidity provider requirements;
- (i) compliance reviews;
- (j) fraud prevention measures; or
- (k) risk management considerations.

Counterparty acknowledges and agrees that Provider may take any action reasonably required to comply with its legal, regulatory, compliance or risk management obligations.

No liability shall arise from any action taken by Provider in good faith pursuant to this Section.

ARTICLE VII INDEMNIFICATION AND RELATIONSHIP OF THE PARTIES

Section 7.1 Indemnification

Counterparty shall indemnify, defend and hold harmless Provider and its affiliates, shareholders, directors, officers, employees, agents, representatives, service providers and professional advisers from and against any and all losses, damages, liabilities, penalties, fines, costs, expenses, claims, demands, actions, proceedings and reasonable legal fees arising out of or relating to:

- (a) any breach of this Agreement by Counterparty;
- (b) any breach of Applicable Laws, AML Laws or Sanctions Laws by Counterparty;
- (c) any false, inaccurate, incomplete or misleading representation, warranty, statement, certification or information provided by Counterparty;
- (d) any failure by Counterparty to comply with Provider's compliance, KYC, CDD, EDD, sanctions screening, transaction monitoring or verification requirements;
- (e) any actual or alleged money laundering, terrorist financing, sanctions evasion, fraud or other unlawful activity involving Counterparty or any Transaction;
- (f) any dispute concerning the ownership, beneficial ownership, source, destination or legitimacy of any funds, Digital Assets or other property transferred by Counterparty;
- (g) any incorrect, incomplete, unauthorized or fraudulent Settlement Instructions provided by Counterparty;
- (h) any claim asserted by a third party arising from Counterparty's actions, omissions or instructions; or
- (i) any regulatory investigation, inquiry, enforcement action or proceeding arising from

Counterparty's conduct, information or Transactions.

The indemnification obligations contained in this Section shall survive termination of this Agreement.

Section 7.2 No Fiduciary or Advisory Relationship

Counterparty acknowledges and agrees that Provider acts solely as an independent service provider in connection with the Services and Transactions contemplated under this Agreement.

Nothing contained in this Agreement, any Transaction or any communication between the Parties shall be construed as creating:

- (a) a fiduciary relationship;
- (b) an investment advisory relationship;
- (c) a financial advisory relationship;
- (d) a discretionary management relationship;
- (e) a partnership;
- (f) a joint venture;
- (g) a trust relationship; or
- (h) any other relationship imposing fiduciary or similar duties upon Provider.

Counterparty acknowledges that Provider does not provide investment advice, legal advice, tax advice, accounting advice or any recommendation regarding the suitability, profitability or appropriateness of any Transaction.

Counterparty is solely responsible for obtaining such professional advice as it considers necessary and for making its own independent decisions regarding any Service or Transaction.

Counterparty further acknowledges that Provider may act as principal, intermediary, agent, broker, dealer, introducer, settlement provider or through third-party service providers depending on the nature of the relevant Service or Transaction, and nothing in this Agreement shall be interpreted as imposing any fiduciary obligation on Provider.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Amendments

No amendment, modification or supplement to this Agreement shall be valid or binding unless made in writing and signed by both Parties.

Section 8.2 Assignment

Counterparty may not assign, transfer, delegate or otherwise dispose of any of its rights or obligations under this Agreement without Provider's prior written consent.

Provider may assign, transfer or novate this Agreement, in whole or in part, to any affiliate, successor, purchaser of substantially all of its business or assets, or any entity resulting from a merger, consolidation, reorganization or corporate restructuring upon written notice to Counterparty.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 8.3 Severability

If any provision of this Agreement is determined by a court, tribunal or arbitral tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable.

If such modification is not possible, the relevant provision shall be severed and the remaining provisions of this Agreement shall remain in full force and effect.

Section 8.4 Entire Agreement

This Agreement, together with any Transaction Confirmations entered into pursuant hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, representations, understandings and agreements, whether oral or written.

Section 8.5 Confidentiality

Each Party shall keep confidential and shall not disclose to any third party any non-public information relating to:

- (a) this Agreement;
- (b) any Transaction;
- (c) pricing information;
- (d) settlement information;
- (e) bank account information;
- (f) wallet information;
- (g) customer information;

- (h) KYC, CDD and EDD information;
- (i) source of funds information;
- (j) source of wealth information;
- (k) compliance reviews; and
- (l) the existence and nature of the Parties' business relationship.

The foregoing obligations shall not apply to information:

- (i) lawfully in the public domain;
- (ii) independently obtained without breach of this Agreement; or
- (iii) disclosed with the prior written consent of the other Party.

A Party may disclose Confidential Information where required by Applicable Laws, AML Laws, court order, regulatory request, law enforcement request, banking requirements, payment system requirements, compliance obligations, professional advisers, auditors or insurers.

Section 8.6 Notices

All notices, demands, requests and other communications under this Agreement shall be in writing and shall be delivered by email, courier service or personal delivery.

Notices shall be deemed received:

- (a) when delivered personally;
- (b) upon written confirmation of delivery by courier; or
- (c) upon transmission by email without receipt of any delivery failure notification.

If to Provider:

MONTEZY GMBH

Baarerstrasse 12, 6300 Zug, Switzerland

Attention: Compliance Officer

Email: support@montezy.io

If to Counterparty:

[FULL NAME]

[FULL ADDRESS]

Attention: [NAME]

Email: [EMAIL]

Either Party may change its notice details by written notice to the other Party.

Section 8.7 Electronic Signatures

This Agreement may be executed by electronic signature, scanned signature, PDF signature, DocuSign signature or any other electronic method intended to authenticate the signing Party.

Any such signature shall be deemed an original signature and shall have the same legal effect as a handwritten signature.

Section 8.8 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Delivery of an executed counterpart of this Agreement by electronic transmission, including PDF or similar electronic means, shall be effective as delivery of an originally executed counterpart.

Section 8.9 Governing Law

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.

Section 8.10 Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted. The number of arbitrators shall be one. The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English.

Section 8.11 No Third-Party Beneficiaries

Nothing contained in this Agreement shall create or confer any rights or benefits upon any person who is not a Party to this Agreement.

Section 8.12 Survival

The provisions relating to confidentiality, compliance, AML obligations, sanctions, risk disclosures, limitation of liability, dispute resolution, indemnification (if any), accrued rights and any other provisions which by their nature are intended to survive shall survive termination of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

Provider

MONTEZY GMBH

Signature/Stamp: _____

Name: [NAME]

Title: [TITLE]

COUNTERPARTY

[**FULL NAME**]

Signature/Stamp: _____

Name:

Title (if applicable):