

USER AGREEMENT FOR THE USE OF ELECTRONIC SERVICES OF PRIVATE COMPANY “SKYBRIDGE DIGITAL FINANCE LTD.”

This User Agreement for the use of electronic services of the Private Company “SkyBridge Digital Finance Ltd.” (hereinafter referred to as the “**Agreement**”) sets out:

the terms and conditions for using the mobile application “SB Digital Finance” (hereinafter referred to as the “**Application**”) and/or the website and/or online services provided through the electronic services of the Private Company “SkyBridge Digital Finance Ltd.” (hereinafter referred to as the “**Company**”), collectively or individually referred to as the “**Services**”;

- the privacy policy with respect to all information that the Company, copyright holders, and other persons (if applicable) may obtain about the User during the User’s use of the Services;
- information on the risks arising in the course of the User’s use of the Services;
- the terms and conditions for the provision of services by the Company;
- other policies and provisions published by the Company on the website and/or in the Application within the framework of this Agreement.

Use of the Services signifies that the User has read, understood, and unconditionally accepted all terms and conditions contained in this Agreement, the public contract for the provision of brokerage services (hereinafter referred to as the “**Contract**”), as well as any other policies and/or provisions published on the website and/or in the Application within the framework of this Agreement, including the privacy policy regarding the collection, processing, and storage of the User’s personal information.

By agreeing to these terms, the User also gives consent to the processing of personal data and other personal information, including its cross-border transfer, under the terms of this Agreement. The User may not choose which terms apply to them.

The User may use the Services only if the User is legally able to enter into this Agreement with the Company in accordance with applicable law. By using the Services, the User agrees to do so in compliance with this Agreement and all applicable laws and regulations. The User bears sole responsibility for understanding and complying with any laws, rules, and requirements of any specific jurisdiction that may be applicable to the User in connection with the use of any of the Company’s Services.

THE USER MUST BE AWARE OF AND ACCEPT THAT TRADING IN DIGITAL ASSETS, AS WELL AS THEIR STORAGE, INVOLVES POTENTIALLY SIGNIFICANT RISKS AND LOSSES. THE CIRCULATION OF DIGITAL ASSETS IS REGULATED BY THE AUTHORIZED BODY IN ACCORDANCE WITH APPLICABLE LEGISLATION. THEREFORE, THE USER SHOULD CAREFULLY CONSIDER WHETHER TRADING IN DIGITAL ASSETS IS SUITABLE FOR THEM, TAKING INTO ACCOUNT THE USER’S FINANCIAL CONDITION AND PERSONAL CIRCUMSTANCES.

By using the Company’s Services and entering into this Agreement, the User fully understands and acknowledges the inherent and potential risks associated with investments in any products or services provided by the Company, including, but not limited to, the risk of a complete loss of the User’s funds and investments, as well as delays in payment or realization of benefits arising from the provision of the Services by the Company through the Services operating under a test regulatory regime (“**FinTech Laboratory**”).

1. TERMS AND DEFINITIONS

“**Contract**” – a public contract for the provision of brokerage services by the Company, published on the Company’s official internet resource, establishing the procedure and conditions for the provision of brokerage services.

“**AIFC**” – the Astana International Financial Centre.

“**Onboarding**” – the user verification procedure required for entering into the Contract and for the subsequent receipt of the Company’s Services.

“**User**” – any individual using the Company’s Services.

“**Copyright Holder**” – a person holding exclusive rights to the Application, which have been granted for use to the Company.

“**Services**” – the ability to remotely perform operations available in the Application, as well as to obtain and exchange information (the full list being determined based on the functionality available at the time of use of

the Application). The Services are provided subject to the terms of the Contract, and the execution of documents required for this purpose may be carried out via the Application by completing the relevant electronic templates therein, unless otherwise provided for in the Contract. In the event of any inconsistency between the provision of the Services under this Agreement and the Contract, the terms of the Contract shall prevail.

“Fiat Currency” – currency issued by or on behalf of the government of the issuing country (or countries) and recognized as legal tender in such country or countries pursuant to a governmental decree, regulation, or law.

“Digital Assets” – a digital representation of value that:

(1) may be digitally traded and functions as:

(a) a medium of exchange; or

(b) a unit of account; or

(c) a store of value;

(2) may be exchanged for Fiat Currency but is not issued or guaranteed by the government of any jurisdiction; and

(3) performs the above functions solely by agreement within the community of users of the digital asset; and accordingly,

(4) is distinct from Fiat Currency and electronic money.

2. TERMS OF SERVICE PROVISION

User Eligibility Requirements

2.1. All users may access certain publicly available sections of individual Services.

2.2. A registered User may access and use the Services. To use the Services, the User must register a user account (hereinafter referred to as the “Account”).

2.3. Registration as a User of the Company’s Services is carried out subject to the User submitting an application to the Company to undergo the Onboarding procedure, as well as providing information and documents confirming that the User meets the following criteria:

- 1) the User must complete a registration form provided by the Company, either online or by any other method as notified by the Company;
- 2) the User must be at least 18 years of age;
- 3) the User must have the legal capacity to enter into the Contract;
- 4) the User’s right to access the Services also depends on the country of the User’s residence. Residents of countries subject to sanctions or restrictions are not permitted to use the Services. Information on such countries may be found in the Company’s internal regulatory documents relating to anti-money laundering and counter-terrorist financing;
- 5) the User must provide supporting documents that may be required by the Company for the purposes of conducting the “Know Your Customer” (KYC) procedure, as determined by the Company in accordance with its internal policies;
- 6) the User must not exhibit any indications of involvement in money laundering or terrorist financing, as determined by the Company at its sole discretion;
- 7) the User confirms that the application is submitted on his/her own behalf and that the Account is used by the User on his/her own behalf, and not as a representative of any third parties;
- 8) the User has agreed to this Agreement and the privacy policy;
- 9) the User must comply with any other criteria and procedures that the Company may determine from time to time in accordance with its internal policies or applicable legal requirements; and
- 10) the User’s continued use of the Services must comply with the above access eligibility criteria, as applicable and as amended from time to time.

The Company may, at its sole discretion, deny the User access to the Services.

2.4. The User agrees to provide the Company with information requested for the purposes of identity verification and the detection of possible money laundering, terrorist financing, fraud, or any other financial crime, and the Company shall maintain records of such information. The User must undergo certain verification procedures before being permitted to use or continue using the Services. The restrictions and limits applicable to the Services may change based on information collected on an ongoing basis.

2.5. The use of the Services is subject to threshold limits or transaction size restrictions specified in Kazakhstani tenge or another acceptable Fiat Currency as determined by the Company. Transaction limits may vary depending on the User’s payment method, the stages of verification completed by the User, and other factors. The Company reserves the right to amend applicable limits at its sole discretion.

2.6. The Company may require the User to promptly provide additional information about the User and the User's business (if applicable), property, assets, and may arrange online meetings with Company personnel, if necessary.

Account

2.7. To use the functions of the Services that provide access to the Services, the User must create a User Account (hereinafter referred to as the "**Account**") (register in the Application) by following the registration instructions. The User agrees to keep the information associated with the Account accurate, complete, and up to date.

2.8. The User warrants that the User's login and other credentials and equivalent information required to access the User's Account are confidential and are used in a secure manner inaccessible to third parties. The User may maintain only one personal Account.

2.9. If there is any suspicion that an unauthorized person has become aware of the User's credentials or has gained access to the User's Account, the User must immediately notify the Company. The User is responsible for any use of the Application by any third party and for all activity conducted under the User's Account.

2.10. Each Account opened by the Company is maintained and managed exclusively by the relevant User and may not be transferred to any other person. Only the User may log in through the Account and fully use the Services.

2.11. The User bears sole responsibility for the registration, storage, management, and protection of any and all information required to access the Account, including the User name, passwords, and any other security credentials assigned to the User or required to access and use the Services through the User's Account, and such information must not be disclosed to any third party. The User shall not provide, assign, transfer, sell, or otherwise dispose of such information and shall bear legal and financial liability for all actions carried out through the Account.

2.12. The Company shall not be liable for any losses incurred by the User as a result of the loss, theft, improper management, negligent use, or disclosure of any information required to access the User's Account, including, without limitation, disclosure of the User's password or other security credentials.

2.13. If the User's Account has not been active for three consecutive months, it shall be classified as inactive. The Company is entitled to charge an inactivity fee on such an Account starting from the thirteenth (13th) month of inactivity, until the Account becomes active or until the balance reaches zero. An Account becomes active once the User logs in via the website or the Application for either transactional or informational purposes.

2.14. A User who decides to discontinue use of the Application and the performance of online transactions has the right to delete the Account in the Application using the relevant functionality of the Application. The User should understand that deletion of the Account in the Application will automatically result in deletion of the User's Account across all of the Company's Services. Any subsequent transactions may be carried out by the User only after completing a new registration procedure in the Application, i.e., creating a new Account.

Services

2.15. The Company is authorized by the financial regulator of the Astana International Financial Centre (**AIFC**), the Astana Financial Services Authority ("**AFSA**"), to conduct activities involving tokenized securities and digital assets, including: the organization of investment transactions; dealing with investments as a broker (acting as an agreed principal); dealing with investments as an agent; and investment advisory services within the FinTech Lab ¹ test environment (AIFC regulatory sandbox), under license No. AFSA-G-LA-

¹ The FinTech Lab is a regulatory sandbox that allows companies to provide financial services in a test environment subject to individualized regulatory requirements established by the Astana Financial Services Authority (AFSA) and compliance with certain license conditions, including limitations on transaction sizes and the number of clients. The FinTech Lab environment was established within the AIFC on the initiative of AFSA to promote innovation in the financial industry. Upon completion of testing in the FinTech Lab, the Broker is expected to continue providing services in accordance with applicable AIFC regulations; however, there is a possibility that the Broker may be unable to continue providing services in or from the AIFC. Given that the Broker provides services to clients within a test regulatory environment and that such risk is an inherent part of innovation, there is a possibility of loss of investments and other losses associated with the use of the Services.

2023-0006, valid until 31 January 2026. The status and validity of the license may be verified on the AFSA website (www.afsa.kz).

2.16. The general provisions and procedure for the provision of the Services are set out in the Contract. BY ACCEPTING THE TERMS OF THIS AGREEMENT AND SUBMITTING AN APPLICATION TO THE COMPANY THROUGH THE USER'S ACCOUNT TO UNDERGO THE ONBOARDING PROCEDURE, THE USER HEREBY CONFIRMS THAT HE/SHE ACCEDES TO AND AGREES TO THE TERMS OF THE CONTRACT.

The terms of the Contract are available for review.

2.17. The Company makes all reasonable efforts to ensure that the Services are available to Users on a 24-hour basis, seven days a week, where possible. For this purpose, preventive and technical maintenance is carried out on a regular basis.

2.18. The Company may, without prior notice to the User, suspend or terminate access to all or part of the Services for all Users or for individual Users if:

- 1) the Company is carrying out urgent technical maintenance, replacement, or inspection of information and communication equipment, including, without limitation, any computer system connected with or used in connection with the Services;
- 2) any system or equipment required for the provision of the Services is suspended or terminated, including, without limitation, any malfunction of information and communication equipment such as computer systems or communication lines;
- 3) any Force Majeure event occurs;
- 4) any asset of the Company or its affiliate is stolen or lost as a result of hacking or by any other means;
- 5) the Company knows or suspects that any User no longer qualifies as an authorized User in accordance with the Agreement, or that any User is in breach of any provision of the Agreement;
- 6) the Company is conducting or intends to conduct an investigation into alleged malicious or unlawful use of any User Account;
- 7) such suspension or termination is required in accordance with applicable law or the Company's internal documents; or
- 8) the Company otherwise determines, at its sole and absolute discretion, that suspension or termination of all or part of the Services is necessary (including where such suspension or termination is required due to the Company's operational, technical, or business needs).

2.19. The Company may suspend or interrupt the provision of all or part of the Services from time to time in order to conduct routine inspections or system maintenance. Except where impracticable, the Company shall provide advance notice of such scheduled inspections or maintenance on or through the Services. During such periods, use of the Services or User Accounts shall be suspended until the inspection or maintenance is completed.

2.20. The Company shall not be liable for any losses incurred by the User in connection with any actions, suspensions, interruptions, or terminations taken by the Company in accordance with this section of the Agreement.

Rights and Obligations of the User

2.21. The User has the right to use the Services after completing the Onboarding procedure and acceding to the terms of the Contract, and for as long as the User agrees to and effectively complies with the terms of this Agreement and the Contract.

2.22. The User undertakes not to engage in any of the following actions:

- 1) theft or attempted theft of information belonging to any other User or third parties (including theft of usernames and passwords or use of another User's username and password to gain access to any part of the Company's Services to which the User has no rights);
 - 2) modification of any content posted or provided by the Company or authorized third parties, including falsification or removal of any references to authors, legal or other required notices, as well as ownership designations or labels of origin or source material uploaded or otherwise provided by the Company;
 - 3) infringement of the intellectual property rights of the Company, its affiliates, or any third parties, including trademarks or copyrights, or removal of any trademarks, copyrights, or other proprietary notices from the Company's Services or any content contained therein;
-

- 4) participation in any acts, actions, or conduct that may damage the reputation of the Company, its affiliates, or any third party, or disrupt any of their operations;
- 5) duplication or creation of derivative works based on the Company's Services or any content contained therein or obtained through the Services; the User agrees and acknowledges that any such derivative works shall not be considered "fair use" of intellectual property;
- 6) use of the Company's Services or any content contained therein for any public display, public performance, sale, or rental; the User agrees and acknowledges that any such use shall not be considered "fair use";
- 7) use of the Services for unlawful or improper commercial purposes;
- 8) access to the Account and/or the Services, creation or inflation of impressions or clicks, submission of applications for use of the Services, or creation of server overload using automated means such as agents, scripts, crawlers, spyware, toolbars, or any other fraudulent methods without the prior consent of the Company;
- 9) attempts to upload any files, content, materials, or code containing any viruses, including Trojan horses, self-replicating programs (worms), logic bombs, cancel bots, corrupted files, or other similar software or computer programs designed to damage, maliciously interfere with, secretly intercept, or expropriate any system, data, or personal data;
- 10) interference with, disabling, overburdening, or otherwise impairing the availability or proper functioning of the Services, including, without limitation, spoofing, sniffing, hacking, denial-of-service attacks, reverse engineering, or reprogramming;
- 11) circumvention of any encryption or other security measures used anywhere within the Services;
- 12) collection of data or otherwise gathering Personal Data or other information related to an Account, as well as Confidential Information of another User or any third party, including email addresses or other personally identifiable information, or use of any data mining tools, bots, scraping programs, or similar data gathering and extraction tools on the Company's website or in connection with the Services;
- 13) participation in any acts, actions, or conduct aimed at abusing market rules (or deemed as such), or that may create a false or misleading appearance of active trading in any digital assets or market disturbance for the purpose of fraudulently manipulating the price of digital assets, including use of the Services to impersonate the Company or any other User;
- 14) use of any device, scheme, or artifice to defraud, participation in any activity, practice, or course of business that operates or may operate as fraud or deceit against any person, or making any statements that are knowingly false in any material respect;
- 15) violation of the orderly conduct of transactions through methods that improperly influence prices of digital assets.

Rights and Responsibilities of the Company

2.23. The Company has the right to suspend a User's Account and block any transactions in the event of non-compliance or improper performance of the provisions of this Agreement.

2.24. For the purposes of preventing money laundering and combating terrorist financing, the Company reserves the right to request any additional information and documents from the User regarding the User and/or their transactions, and to suspend the User's access to their Account at any time if the documents or information provided by the User are unsatisfactory or insufficient, at the sole discretion of the Company.

2.25. If an investigation reveals that a transaction reported by the User as unauthorized or incorrectly executed was in fact authorized by the User, corrected, or conducted fraudulently or with gross negligence (e.g., failure to safeguard security information), or if the User conducted the transaction by exploiting software vulnerabilities, the Company may, at its discretion, cancel the transaction and restore the User's Account to the state it would have been in had the transaction not occurred, and/or terminate the Agreement with the User, close the User's Account, and prohibit the User from using the Services in the future. Depending on the circumstances, the Company may also decide to report information regarding the transaction and related actions to the relevant governmental authorities for further investigation.

2.26. The Company does not provide any financial, investment, or legal advice in connection with the Services. The Company may provide information as part of the Services, but this shall not be considered investment or financial advice and shall not be interpreted as such. The User is solely responsible for determining whether any proposed transaction is suitable based on their personal objectives, financial

situation, and risk tolerance. Any decision made by the User using the Services is their decision alone, and the Company shall not be liable for any resulting losses.

2.27. Monitoring of asset trading activity: Users are evaluated not only through identity verification (who they are), but more importantly, by analyzing patterns of asset transfers (what they do). Accordingly, the Company relies on data analysis as a tool for risk assessment and detection of suspicious activity. The Company may carry out various compliance-related tasks, including data collection, filtering, record-keeping, case management, and reporting.

2.28. The functionality of the monitoring system may include:

- 1) aggregation of asset transfers across multiple data points, placing Users on watchlists or service denial lists, opening cases for investigation where necessary, sending internal messages, and completing regulatory reports where applicable;
- 2) case management and documentation.

2.29. The Company will monitor all asset transfers and reserves the right to:

- 1) ensure that transfers of suspicious nature are reported to the relevant competent authority through the Compliance Officer;
- 2) request any additional information and documents from the User in the event of suspicious asset transfers;
- 3) suspend or close a User's Account when the Company has reasonable suspicion that the User is engaged in illegal activity.

2.30. The above list is not exhaustive, and the Compliance Officer will monitor User transactions daily to determine whether such transactions should be reported and treated as suspicious or considered legitimate.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. All content of the Services, including software, applications, text, images, graphics, data, prices, transactions, charts, video and audio materials, is the property of the Company or of third parties under applicable agreements and is protected by copyright, patents, trademarks, and any other applicable laws, unless otherwise specified in this Agreement or in the interface of the Company's Services.

3.2. All content of the Services must not be copied, reproduced, modified, republished, uploaded, posted on a website, transmitted, deleted, collected, or distributed in any form or by any means, whether manual or automated, except as expressly permitted by the functionality of the Services. Any unauthorized use may violate copyright, patents, trademarks, and any other applicable laws, and may result in criminal or civil liability.

4. PRIVACY POLICY

Personal and Other Confidential Information of Users Collected and Processed by the Application

4.1. For the purposes of this Agreement, personal and other confidential information of the User (hereinafter "Personal Information") shall include:

4.1.1. Personal information provided by the User voluntarily during registration (Account creation) or during the use of the Application, including the following Personal Data required for using the Application's services and receiving Services: surname, first name, middle name (if applicable), date of birth, country of birth, IIN or other identification number, phone number, email address, and financial information (bank account, bank name, SWIFT, and other relevant data).

4.1.2. User-provided data submitted at the User's discretion and not required under this Agreement, including:

- 1) Location data (if the User consents to provide the Application with their location), whether precise or approximate;
- 2) Other information the User provides through their actions while using the Application's features, including when creating the User Account or later when updating the account profile.

4.1.3. The following data are automatically transmitted to the Company during the use of the Application installed on the User's device, for purposes such as detecting errors in the Application, analytics, displaying advertisements (if the User has given consent), providing Application functionality during payments, ensuring payment service operations, and improving the Application and the Company's Services (Information about the User's use of the Application), including:

- 1) Financial information — transaction data under the Agreement, transaction history, and other financial data related to the Agreement;
- 2) Messages sent within the Application;
- 3) History of the User's actions in the Application and information about applications installed on

the device;

- 4) Web browsing data related to the User's use of the Application;
- 5) Application-related information and operational data (error reports, diagnostics, performance metrics);
- 6) Device identifiers.

4.2. This chapter of the Agreement applies only to the Application. The Company does not control and is not responsible for information on third-party websites that the User may access via links available in the Application. Such websites may collect or request additional Personal Information and may engage in other actions, for which the Company shall bear no responsibility.

4.3. The User may also delete or revoke Personal Information provided within their Account. Notwithstanding the User's initiation of deletion/revocation, the Company may retain certain Personal Information:

4.3.1. To the extent required by applicable law (until the expiration of such legal obligations); and/or

4.3.2. As necessary to provide Services to the User under an active Agreement (if applicable) until the termination of such Agreement.

4.4. Initiating deletion or revocation of Personal Information by the User does not terminate the active Agreement or the obligations under it.

Purposes of Collecting and Processing Users' Personal Information

4.5. The Application collects and stores Personal Information that is necessary to provide the Services available within the Application.

4.6. Personal Information of the User may be used by the Company and the Application's Rights Holders (Copyright Holders) for the following purposes:

4.6.1. Identifying the User as a recipient of Services and a party to the Agreement;

4.6.2. Providing Services and other personalized offerings to the User;

4.6.3. Communicating with the User, including sending notifications, requests, and information related to the use of the Services, the provision of Services, as well as processing inquiries and requests submitted by the User;

4.6.4. Improving the quality of the Application, enhancing its usability, delivering personalized advertising offers (if the User has provided consent), and expanding the range of Services and features;

4.6.5. Conducting statistical and other research based on the collected data;

4.6.6. Detecting errors in the Application and performing diagnostics;

4.6.7. Complying with applicable legal requirements.

Conditions for Collecting and Processing Users' Personal Information and Its Transfer to Third Parties

4.7. The Company collects and processes the User's Personal Information to fulfill its obligations to the User under the Agreements and other obligations under applicable law. In addition, the Company processes Users' Personal Information to safeguard its legitimate business interests, including managing, maintaining, and developing its business, as well as establishing and maintaining relationships with Users.

4.8. The Application and the Company store Users' Personal Information in accordance with the Company's requirements and applicable law. The Company does not retain Users' Personal Information longer than necessary to provide the Services or the relevant parts of these Services, unless otherwise required by applicable law. The retention period depends on the nature of the information and the purposes of processing. Accordingly, the maximum retention period may vary depending on specific usage.

4.9. Users' Personal Information is kept confidential, except in cases where the User voluntarily provides information about themselves for public access to an unrestricted audience.

4.10. The Company may transfer Users' Personal Information to third parties in the following cases:

4.10.1. The User has given consent to such actions;

4.10.2. The transfer is necessary for the User to use a specific service or for providing a Service to the User;

4.10.3. The transfer is required under applicable law in accordance with legally established procedures;

4.10.4. In cases of disputes regarding the authorization of payments made by the User via the Application, the Company receives a request from payment agents (banks) executing such payments. Disclosure of the User's Personal Information in such cases is performed only to the extent necessary to confirm the legitimacy of the payment to the Company.

Modification of Personal Information by the User

4.11. The User may modify or supplement their Personal Information by contacting the Company's support service or through the Application (if the Application provides such functionality).

Measures to Protect Users' Personal Information. Feedback on the Privacy Policy

4.12. The Company implements necessary and sufficient organizational and technical measures to protect the User's Personal Information from unlawful, unauthorized, or accidental access, destruction, alteration, blocking, copying, distribution, and other unlawful actions by third parties, except as provided in this Agreement or in cases where the User grants third-party access to the Application.

4.13. The Application Developer under this Agreement is recognized as the Rights Holder.

4.14. Any suggestions or questions regarding the Privacy Policy should be sent by email to the Company's User Support Service at: support@sbdifi.kz.

5. RISKS

Information on Key Risks

5.1. Any activity related to digital assets involves significant risks. Before using the Services, the User should carefully consider the risks outlined below. If the User has any doubts regarding the actions they should take, they should consult their legal, financial, tax, or other professional advisors. If any of the risks are unacceptable to the User, they should not use the Services. The User acknowledges and agrees that they access and use the Services at their own risk. This Agreement highlights certain risks related to transactions involving virtual currencies, cryptographic tokens, payment services, and other risks the User may wish to consider.

Risk of Funds Being Unavailable Immediately

5.2. The Company may close, suspend, or restrict the User's access to any part of the Services and/or limit the User's access to their Account for a period reasonably necessary to protect against liability if the User violates or fails to comply with any part of this Agreement, applicable policies, and/or applicable law. For the avoidance of doubt, the Company may also permanently close, suspend, or restrict the User's access to the Services.

Payment Risks

5.3. The User should note that the Company processes and/or executes transactions as quickly as the relevant payment schemes and financial networks allow (and that any transaction may be completed by the next business day following the date the Company receives the User's payment instruction or order).

Blockchain Network Risk

5.4. Completion of certain transactions involving virtual currencies, cryptographic tokens, and/or other digital assets on blockchains may be delayed for a period of time until a sufficient number of confirmations is received. A transaction will not be reflected in the User's account until the Company receives and confirms the required number of confirmations. There is a risk that the User's transactions may be canceled or remain unconfirmed on the blockchain. Transactions involving virtual currencies, cryptographic tokens, and/or other digital assets may be irreversible, and losses resulting from fraudulent or accidental transactions may not be recoverable. Some transactions involving virtual currencies, cryptographic tokens, and/or other digital assets are considered executed only after being recorded in a public ledger, which does not necessarily correspond to the date or time the User or another party initiated the transaction.

Regulatory Uncertainty

5.5. The regulatory framework applicable to payment service providers and transactions involving virtual currencies, cryptographic tokens, and/or other digital assets, including those considered accepted assets, is still evolving and subject to continuous change. It is possible that the User's card or wallet operations currently fall—or may in the future fall—under various reporting, taxation, or other legal obligations. Legislative and regulatory changes at the national, regional, or international level may materially and negatively affect the use, transfer, exchange, and value of virtual currencies, cryptographic tokens, and/or other digital assets, including those considered accepted assets.

Currency Trading Risk

5.6. Currency trading involves significant risk. Prices may fluctuate on any given day. Due to such price volatility, the User may experience increases or decreases in the value of their assets at any time. Any

currency can experience substantial price swings and may even become entirely worthless. There is always an inherent risk that losses may occur as a result of purchasing, selling, or exchanging any asset on the market.

Possibility of Significant Cryptocurrency Depreciation

5.7. It is entirely possible that the value of cryptocurrencies may decline significantly in the future. Unlike most currencies, which are backed by governments, legal entities, or commodities such as gold or silver, cryptocurrencies are a unique type of “digital” currency supported by technology and trust. There is no central bank that can take corrective measures to protect the value of cryptocurrencies during a crisis or issue additional currency. Instead, cryptocurrencies represent an autonomous and largely unregulated global system of currency participants and private entities. Traders rely on a digital, decentralized, and partially anonymous system that depends on peer-to-peer networks and cryptography to maintain its integrity.

Susceptibility of Cryptocurrency Trading to Bubbles or Loss of Confidence

5.8. Cryptocurrency trading is susceptible to irrational (or rational) bubbles or loss of confidence, which may lead to a collapse in demand relative to supply. For example, confidence in cryptocurrencies may be lost due to unexpected changes introduced by software developers or other parties, government crackdowns, the creation of superior competing alternative currencies, or deflationary or inflationary spirals. Confidence may also be lost due to technical issues, such as breaches of system anonymity, loss or theft of funds, or interference by hackers or governments preventing the execution of transactions.

Internet-Related Risks

5.9. There are risks associated with using internet platforms, including but not limited to hardware failures, software malfunctions, and poor internet connectivity. The User acknowledges that the Company is not responsible for any communication failures, service interruptions, errors, distortions, or delays that may occur while using the Services, regardless of their cause.

5.10. Hackers or other groups or organizations may attempt to steal the User’s cryptocurrency or proceeds from their transactions. Vulnerabilities or bugs may exist in the core infrastructure of the software, potentially resulting in loss of cryptocurrency.

Advances in code-breaking or technical innovations, such as the development of quantum computers, may pose additional risks to the Company.

The blockchain used by the Company’s software is subject to mining attacks, including but not limited to double-spending attacks, majority hash-power attacks, selfish mining attacks, and race-condition attacks. Any successful attack poses risks to the Company’s software, the expected execution and sequencing of transactions, and the proper execution and settlement of contracts. Cryptocurrency transactions are irreversible; stolen or incorrectly transferred cryptocurrencies may not be recoverable. As a result, any incorrectly executed transaction may adversely affect the User’s account balance. Once a transaction has been confirmed and recorded in a block added to the blockchain, an incorrect transfer or theft of cryptocurrency is generally irreversible, and there may be no compensation for such losses.

Force Majeure

5.11. There is a risk that the User’s transactions may be affected by system failures caused by adverse events, natural disasters, other emergencies, or unforeseen significant changes in external conditions. With respect to any losses resulting from such events, including emergencies and force majeure circumstances, the Company is not obliged to take any corrective actions or precautionary measures.

Additional risks may exist that have not been anticipated or identified in this Agreement.

By accepting this Agreement, the User acknowledges the potential risks associated with such events, whether foreseen or unforeseen, and hereby EXPRESSLY AND IRREVOCABLY RELEASES THE COMPANY FROM LIABILITY, WAIVES ANY CLAIMS, UNDERTAKINGS, OR OBLIGATIONS, AND AGREES NOT TO BRING ANY LEGAL ACTION. THE USER FURTHER AGREES TO INDEMNIFY THE ASTANA FINANCIAL SERVICES AUTHORITY (AFSA) AND ITS OFFICERS, as well as any relevant successors, from any claims, liabilities, lawsuits, damages, or costs, whether direct or indirect, arising from or in any way related to the activities, services, or products provided by the Company.

6. FINAL PROVISIONS

- 6.1. This Agreement is governed by the laws of the Astana International Financial Centre (AIFC). Any dispute arising out of or in connection with this Agreement regarding its terms, existence, validity, or termination shall be referred to and finally resolved by arbitration administered by the AIFC International Arbitration Centre (“**AIFC Court**”) under the AIFC International Arbitration Centre Arbitration Rules (“**AIFC Rules**”) in force at the time.
- 6.2. Users and other persons dissatisfied with the Services provided by the Company through the Application may file a complaint with the Astana Financial Services Authority (“**AFSA**”), the financial regulator of the Astana International Financial Centre.
- 6.3. To submit a complaint to AFSA, please contact:
+7 (7172) 64 72 60;
fintechlab@afsa.kz; or
AFSA Office, Mangilik El Avenue, 55/17, Pavilion C3.2.
- 6.4. This Agreement constitutes a binding agreement between the Company and the User until further notice, for as long as the User uses the Services.
- 6.5. The Company may modify and/or amend this Agreement at any time at its sole discretion.
- 6.6. The current version of the Agreement is available on the official Company website: www.sbdifi.kz, as well as on the Apple App Store and Google Play within the Application. No material changes to the Agreement will be made without appropriate notification by posting the new version of the Agreement on the aforementioned website or resource, and/or by providing notice within the Application interface of the updated terms. If the User does not agree with any amended provisions of the Agreement, the User must cease using the Application/Services as stipulated by the Agreement.
- 6.7. The Company has the right to assign all or any of its rights or obligations under this Agreement, in whole or in part, to an affiliate, successor, purchaser, or acquirer of its corporate assets related to the Application and Services, without the User’s prior consent.
- 6.8. The User may not assign any of their rights or obligations under this Agreement, in whole or in part.
- 6.9. This Agreement is executed in both Russian and English languages. In the event of any discrepancies between the versions in different languages, the Russian version shall prevail.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. For the purpose of joining the terms of this Agreement and the Contract, and for further servicing by the Company, the User hereby confirms:
- ✓ Full and unconditional acceptance of this Agreement, the Contract, tariffs, and internal documents regulating the procedure and terms of provision of brokerage services, including electronic services, posted on the Company’s website – www.sbdifi.kz;
 - ✓ Consent to and acceptance of the terms of user service in the “SB Digital Finance” Application, the terms for receiving electronic services, the Company’s terms for conducting brokerage activities, the terms of user service, and the tariffs, and undertakes to fully comply with them;
 - ✓ Awareness that payment of taxes and other mandatory contributions to the budget is carried out in accordance with applicable legislation, and that the Company is not a tax agent for the User;
 - ✓ Assurance and guarantee of the accuracy and completeness of the information provided, and unconditional and irrevocable consent to the collection, processing, storage, and disclosure of information about the User and any persons whose information was provided to the Company in the course of providing services, as well as any other information constituting a commercial secret in cases provided for by applicable law;
 - ✓ Assurance and guarantee that all assets used for transactions in the Application were legally acquired;
 - ✓ Assurance and guarantee that the User is not subject to FATCA (Foreign Account Tax Compliance Act);
 - ✓ Recognition of potential risks, whether foreseeable or otherwise, and **HEREBY UNAMBIGUOUSLY AND IRREVOCABLY RELEASES FROM LIABILITY, WAIVES OBLIGATIONS, AGREES NOT TO INITIATE LEGAL ACTION, AND UNDERTAKES TO INDEMNIFY THE ASTANA FINANCIAL SERVICES AUTHORITY (AFSA) AND ITS OFFICERS**, as well as the relevant successors, from any claims, obligations, lawsuits for damage, loss, or expenses, directly or indirectly arising from or otherwise related in any way to the activities, services,

or products provided by the Company.