

1. General.

1.1 General. The Client should read these Terms, and any document referred to in them very carefully. If there is anything that the Client does not understand the Client should discuss this matter with its attorney and seek the necessary clarification. The Terms can change so Client is urged to refer to www.mintexchange.io periodically to learn of Terms applicable to Client.

1.2 The Services. Mint Exchange provides the Client with an order matching platform that automatically, and according to pre-established criteria, matches the Clients' trades with open orders from other Clients in respect of virtual financial assets, as defined under the Virtual Financial Assets Act, Chapter 590 of the laws of Malta ("Cryptocurrency/Tokens" or "VFA") (the "Services"). The Mint Exchange Services permit Clients to trade (i) one type of VFA for another type of VFA and (ii) a legal tender for a VFA, or (iii) VFA for legal tender, as Mint Exchange may provide from time to time. The Client will not be able to predetermine or undertake a trade with a pre-determined counterparty. Similarly, an order may be partially filled or may be filled by multiple matching orders arising from different counterparties. There may be instances where Mint Exchange will act as counterparty to a Client in respect of a transaction undertaken through Mint Exchange's order matching platform. In the circumstances, Mint Exchange will be dealing on own account with the Client.

1.2 Eligibility. The Client is required to meet strict eligibility requirements in order to access the services offered by Mint Exchange. The Client is required to be of legal age to form a binding contract (at least 18 years old in Malta). A Client that is resident in or located in certain countries and/or states, the Client will not be able to access some or all of the services offered by Mint Exchange. Mint Exchange may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain jurisdictions from time to time (the "Restricted Locations"). The Restricted Locations include the United States (except for solely trading digital assets that are not deemed to be a security under United States Federal and state law), Democratic Republic of Korea, Iran, Afghanistan, Syria, Yemen, Ethiopia, Bosnia and Herzegovina, Iraq, Laos, Uganda, Venezuela, Ecuador, Iceland, Vanuatu and any other jurisdiction in which Mint Exchange may, at its sole discretion, restrict or prohibit use of the Services from time to time.

1.3 Eligibility. To be eligible to use the Mint Services, You must be an institution validly registered in your jurisdiction of origin. You may not be a retail investor. You must be regulated under Applicable Law and meet the conditions of being an Eligible Counterparty, Eligible Contract Participant or similar regulated status. Mint Exchange may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain jurisdictions from time to time the Restricted Locations.

1.4. Risk. Trading Cryptocurrency/Tokens may present financial risks. A Client should not seek the Services if the Client does not understand, or is otherwise not comfortable with such risks.

2. Creating a Mint Account.

2.1. Registration of Mint Account. In order to use the Mint Services, You will need to register for a Mint account (a "Mint Account"). During the registration process, we will ask You for information, including Your name and other personal information to verify Your identity. We may, in our sole discretion, refuse to open a Mint Account for You, or limit the number of Mint Accounts that You may hold.

2.2. Identity Verification. During registration of Your Mint Account, You agree to provide us with the information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit us to keep a record of such information. You will need to complete certain verification procedures before You are permitted to use the Mint Services. Your access to one or more Mint Services and the limits that apply to Your use of the Mint Services, may be altered as a result of information collected about You on an ongoing basis. The information we request may include certain information, including, but not limited to, Your company, address, telephone number, government identification and registration information, and certain information regarding directors and major officers as well as Your bank account (such as the name of the bank, the account type, routing number, and account number). In providing us with this or any other information that may be required, You confirm that the information is accurate and authentic. You agree to keep us updated if any of the information You provide changes. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify Your identity or protect You and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, You acknowledge and agree that Your personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

2.3 Account Requirements. In connection with creating an account, You undertake and agree to:

- create a strong password that the You do not use for any other website or online service;
 - use and adapt an authentication method based on multiple factors;
 - maintain the security of Your account by protecting the Client's password and restricting access to Your account;
 - promptly notify Mint if You discover or otherwise suspect any security breaches related to Your account; and
 - take responsibility for all activities that occur under Your account and accept all risks of any authorised or unauthorised access to Your account, to the maximum extent permitted by law.
- 2.4** Where You transfer legal tender to Mint, You may be required, at Mint's sole discretion, to verify that You control the Bank account from where the payment was originated. Mint is not responsible for any fees charged by Your bank in respect of the transfer of legal tender to Mint.
- 2.5** The timing associated with the transfer of legal tender to Mint will depend in part upon the performance of Your bank. Mint does not give any guarantee in respect of the time required to receive legal tender in cleared funds in its Your bank account.
- 2.6** Any legal tender held by Mint in Your account will be used exclusively for the acquisition of Cryptocurrency/Tokens or withdrawal and payment to the Your own bank account.
- 2.7** You may instruct Mint to transfer part or all of Your legal tender held by Mint less any fees charged by Mint to Your own bank account. In some cases, Your bank may reject the transfer or may otherwise be unavailable. You agree to not hold Mint liable for any damage resulting from such rejected transactions or any delay of payment, to the extent permitted at law.
- 2.8** You may instruct Mint to transfer Your Cryptocurrency/Tokens held by Mint to another account eligible to receive Cryptocurrency/Tokens.
- 2.9** Mint shall not be responsible for any losses or costs incurred by You in the event that You provide Mint incorrect instructions, including but not limited to wrongly typed addresses and/or mistakes leading to atomic cross-chain payments, to the extent permitted at law.

3. Hosted Cryptocurrency/Token Wallet.

3.1. In General. Mint offers a digital wallet (the "Mint Exchange **Digital Wallet Services**") enabling You to store Cryptocurrency/Tokens that are traded via the Mint Exchange Services. Your hosted Cryptocurrency/Token account enables You to store, track and manage supported Cryptocurrency/Tokens contained in Your Hosted Cryptocurrency/Token Account. Cryptocurrency/Tokens acquired by You using Mint Services will be held by Mint in Your digital wallet for and on behalf of You. Mint offers this wallet Service in order to expedite and facilitate Your acquisition and/or disposal of Cryptocurrency/Token. Upon verification and approval of Your account with Mint, You will have the ability to request, send and receive, and store Cryptocurrency/Token from, third parties by giving instructions through the Mint Site (each such transaction is a "Cryptocurrency/Token Transaction"). Mint reserves the right to refuse to process or to cancel any pending Cryptocurrency/Token Transaction as required by law or in response to a subpoena, court order, or other binding government order or to enforce transaction limits. Mint cannot reverse a Cryptocurrency/Token Transaction which has been broadcast to a Cryptocurrency/Token network. The Hosted Cryptocurrency/Token Account services are available only in connection with those Cryptocurrency/Token that Mint, in its sole discretion, decides to support. The Cryptocurrency/Token that Mint supports may change from time to time. If You have any questions about which Cryptocurrency/Tokens Mint currently supports, please visit <https://support.Mintexchange.io>. Under no circumstances should You attempt to use Your Hosted Cryptocurrency/Token Account services to store, send, request, or receive Cryptocurrency/Tokens in any form that are not supported by Mint. Mint assumes no responsibility or liability in connection with any attempt to use Mint Services for Cryptocurrency/Tokens that Mint does not support.

3.2. Cryptocurrency/Token Transactions. Funds associated with transactions that are in a pending state will be designated accordingly, and will not be included in Your Mint Account balance or be available to conduct transactions. Mint reserves the right to delay any Cryptocurrency/Token Transaction if it perceives a risk of fraud or illegal activity.

3.3. Cryptocurrency/Token Storage & Transmission Delays. Mint securely stores all Cryptocurrency/Token private keys in our control in a combination of online and offline storage. As a result, it may be necessary for Mint to retrieve certain information from offline storage in order to facilitate a Cryptocurrency/Token Transaction in accordance with Your instructions, which may delay the initiation or crediting of such Cryptocurrency/Token Transaction for 48 hours or more. You acknowledge and agree that a Cryptocurrency/Token Transaction facilitated by Mint may be delayed.

3.4 Advanced Protocols. Unless specifically announced on our website or through some other official public statement of Mint, we do not support metacoin, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Cryptocurrency/Token supported by Mint (collectively, "Advanced Protocols"). Do not use Your Mint Account or MINT account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. The Mint platform is not configured to detect and/or secure Advanced Protocol transactions and Mint assumes absolutely no responsibility whatsoever in respect to Advanced Protocols.

3.5 Operation of Cryptocurrency/Token Protocols. Mint does not own or control the underlying software protocols which govern the operation of Cryptocurrency/Tokens supported on our platform. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. By using the Mint or MINT platforms, You acknowledge and agree (i) that Mint is not responsible for operation of the underlying protocols and that Mint makes no guarantee of their functionality, security, or availability; and (ii) that the underlying protocols are subject to sudden changes in operating rules (a/k/a "forks"), and that such forks may materially affect the value, function, and/or even the name of the Cryptocurrency/Token You store in the Mint platform. In the event of a fork, You agree that Mint may temporarily suspend Mint operations (with or without advance notice to You) and that Mint may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that Mint assumes absolutely no responsibility whatsoever in respect of an unsupported branch of a forked protocol.

3.6 Pooling. Cryptocurrency/Tokens held by Mint Exchange on behalf of its Clients may be pooled with those of other Clients. The Client expressly agrees to the pooling of the Client's Cryptocurrency/Tokens with the Cryptocurrency/Tokens of other Clients. Individual Client entitlements may not be identifiable by separate physical documents of title or other electronic record and, in the case of an irreconcilable shortfall, Clients may not receive their full entitlement and may share in the shortfall pro rata.

3.7 Ultimate Beneficiary. The Client represents and warrants that the Client is, and shall remain at all times, the ultimate and effective beneficial owner of any Cryptocurrency/Tokens held by Mint Exchange, that the Client shall not act as nominee or trustee for any other person and that the Client shall not transfer, assign, pledge, charge or otherwise create any security interest whatsoever over such instruments without the prior written consent of Mint Exchange.

4. Conversion Services.

4.1. In General. Eligible users in certain jurisdictions may buy or sell supported Cryptocurrency/Token through the Conversion Services. The Conversion Services are subject to the Mint "Conversion Rate" for the given transaction. "Conversion Rate" means the price of a given supported Cryptocurrency/Token amount in terms of Fiat Currency or other Cryptocurrency/Token as quoted on the Mint Site. The Conversion Rate is stated either as a "Buy Price" or as a "Sell Price," which is the price in terms of Fiat Currency or Cryptocurrency/Token at which You may buy or sell supported Cryptocurrency/Token to Mint. You acknowledge that the quoted Buy Price Conversion Rate may not be the same as the Sell Price Conversion Rate at any given time, and that Mint may add a margin or "spread" to the quoted Conversion Rate. You agree, as a condition of using any Mint Conversion Services, to accept the Conversion Rate as the sole conversion metric. Mint reserves the right to delay any Conversion Service transaction if it perceives a risk of fraud or illegal activity. Mint does not guarantee the availability of its Conversion Service, and the act of purchasing supported Cryptocurrency/Token from Mint does not result in a guarantee that You may sell Your supported Cryptocurrency/Token to Mint.

4.2. Purchase Transactions. After successfully completing the Verification Procedures, You may purchase supported Cryptocurrency/Token by linking a valid payment method. You authorize Mint to initiate debits from Your selected payment method(s) in settlement of purchase transactions. A Conversion Fee (defined below) applies to all purchase transactions. Although Mint will attempt to deliver supported Cryptocurrency/Token to You as promptly as possible, funds may be debited from Your selected payment method before Cryptocurrency/Token is delivered to Your Mint Account. We may debit Your selected payment method, such as Your bank account or credit card, as soon as the same day You initiate the purchase but Your payment may take three or more business days to process. We will make best efforts to fulfill all transactions, but in the rare circumstance where Mint cannot fulfill Your purchase order, we will notify You and seek Your approval to fulfill the purchase order at the contemporaneous Buy Price Conversion Rate. To secure the performance of Your obligations under this Agreement, You grant to Mint a lien on and security interest in and to the balances in Your account.

4.3. Sale Transactions. After successfully completing the Verification Procedures, You may sell supported Cryptocurrency/Token by linking a valid payment method. You authorize Mint to debit Your Mint Account(s) and initiate payments to Your selected payment method(s) in settlement of sell transactions. An applicable Conversion Fee (defined below) applies to all sale transactions. Your receipt of funds will depend on the payment type, and may take up to three or more business days.

4.4. Conversion Fees. Each Conversion Service transaction is subject to a fee (a "Conversion Fee"). The applicable Conversion Fee is displayed to You on the Mint Site prior to You completing a Conversion Service transaction. Mint will not process a conversion transaction if the Conversion Fee and any other associated fees as may apply, such as wire transfer fees, exceed the value of Your transaction. Mint may waive some portion of the Conversion Fee depending on the payment method You select. The availability of each Payment Method depends on a number of factors, including but not limited to Your location, the identification information You have provided to us, and limitations imposed by third party payment processors. Mint reserves the right to adjust its Conversion Fees and any applicable waivers at any time. We will always notify You of the Conversion Fee which applies to Your transaction when You authorize the transaction and in each receipt we issue to You.

4.5. Reversals; Cancellations. You cannot cancel, reverse, or change any transaction marked as complete or pending. If Your payment is not successful or if Your payment method has insufficient funds, You authorize Mint, in its sole discretion, either to cancel the transaction or to debit Your other payment methods, including Mint balances or other linked accounts, in any amount necessary to complete the transaction. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid overdraft, NSF, or similar fees charged by Your payment provider. Mint reserves the right to refuse to process, or to cancel or reverse, any purchases or sales of Cryptocurrency/Token in its sole discretion, even after funds have been debited from Your account(s), if

Mint suspects the transaction involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime; in response to a subpoena, court order, or other government order; if Mint reasonably suspects that the transaction is erroneous; or if Mint suspects the transaction relates to Prohibited Use or a Prohibited Business as set forth below. In such instances, Mint will reverse the transaction and we are under no obligation to allow You to reinstate a purchase or sale order at the same price or on the same terms as the cancelled transaction.

4.6. Payment Services Partners. Mint may use a third party payment processor to process any US Dollar payment between You and Mint, including but not limited to payments in relation to Your use of the Conversion Service or deposits or withdrawals from Your USD Wallet or MINT Account.

5. USD Wallet.

5.1. USD Wallets. Certain approved users may establish and fund a U.S. Dollar balance ("USD Wallet") to facilitate transactions on the Mint platform. You are the owner of the balance of Your USD Wallet. Mint holds Your USD balance in dedicated custodial accounts with a financial institution.

5.2. Deposits and Withdrawals. You may initiate a transfer from Your linked bank account to fund Your USD Wallet. Mint will not charge a fee for You to transfer funds to or from Mint, but bank transfer fees may apply. Funds sent via bank wire (if permitted by Mint) are subject to additional wire fees. For deposits, Mint will credit Your USD Wallet a corresponding amount of dollars after funds are delivered to Mint, typically within two to three business days after You authorize a deposit, although we may debit Your linked payment method as soon as the same day You initiate the transfer. For withdrawals, Mint will immediately debit Your USD Wallet when You authorize a withdrawal and funds will typically settle to You within two to three business days. Bank fees are netted out of transfers to or from Mint. We will not process a transfer if associated bank fees exceed the value of the transfer.

6. Verification Procedures, Suspensions and Limits

6.1. KYC and AML. We identify users who desire to use the Mint platform. This ensures we remain in compliance with KYC/AML laws in the jurisdictions in which we operate, something that is necessary for us to be able to continue to offer Cryptocurrency/Token exchange services to our customers. Mint collects and verifies information about You in order to: (a) protect Mint and the community from fraudulent users, and (b) to keep appropriate records of Mint's customers. Your daily or weekly Conversion limits, MINT deposit, withdrawal and trading limits, Wallet transfer limits, and limits on transactions from a linked payment method are based on the identifying information and/or proof of identity You provide to Mint. All customers who wish to use Mint Services are required to establish a Mint Account through a complete and accurate submission of an MINT Account Application Form. Mint may ask for further information or documentation at any time. You are required to update and correct the Account Application Form when there are any changes to the information reported by you therein.

6.2. Account Suspension & Closure. We may, in our sole and absolute discretion, without liability to You or any third party, refuse to let You open an account, suspend Your Mint Account, or terminate Your Mint Account or Your use of one or more of the Services. Such actions may be taken as a result of, but not be limited to:

- account inactivity,
- failure to respond to customer support requests,
- failure to positively identify You,
- insufficient funds notice from Your bank,
- Your or anyone acting by on behalf of or through You, violation of the terms of this Agreement
- Mint determines that applicable law or any court or other authority to which You or Mint are subject to in any jurisdiction requires it or may require it;
- Mint has a concern that a transaction is erroneous;
- Mint has a concern about the security of Your account or You suspect the Services are being used in a fraudulent or unauthorized manner;
- Mint suspects money laundering, terrorist financing, fraud, or any other financial crime;
- You or the Cryptocurrency/Tokens are subject to any pending litigation, investigation, or government proceeding and/or Mint perceives a heightened risk of legal or regulatory non-compliance associated therewith or with Your account or activity; and/or
- You take any action that may circumvent Mint's controls such as opening multiple accounts or abusing promotions which Mint may offer from time to time

If You have a balance remaining in an Mint Account which has been suspended or closed, You will be able to recover such funds, unless prohibited by law or a court order or where we have determined that such funds were obtained fraudulently. We reserve the right to require You to provide further identifying information before processing such withdrawal or transfer requests and to delay or prohibit such withdrawal or transfer if we believe fraudulent or illegal activity has occurred. If You are unable to login to Your Mint Account, You will need to contact Support to process such withdrawal. In the event that Mint closes Your Mint Account and it remains closed for thirty (30) days, Mint may, in Mint's sole discretion, convert all of the Cryptocurrency/Token You hold in Your Mint Account to U.S. Dollars at the then applicable Conversion Rate and withdraw such funds to Your linked bank account in order to

finalize Your account closure. In the event that Your Mint Account is closed, including, but not limited to, as result of Your violation of the terms of this Agreement, Mint may, at its sole discretion, also terminate Your access to other Services offered by Mint, if applicable. You may terminate this Agreement at any time by closing Your Mint Account and discontinuing use of the Services. Upon termination of this Agreement and Your Mint Account, You remain liable for all activity conducted on or with Your Mint Account while it was open. If we suspect You are using Your account in violation of laws or this Agreement, we can close Your account. If Your account is closed, we may require You to complete additional identity verification and fraud prevention steps in order to access funds in that closed account. We may also convert all Your holdings to U.S. Dollars for the purpose of withdrawing Your full balance to Your linked bank account to complete Your account closure

If Mint Exchange suspends or closes the Client's account, or terminates the Client's use of Services for any reason, Mint Exchange reserves the right to require the Client to complete the relevant identity verification and prevention of money laundering procedures before permitting the Client to transfer or withdraw any VFA and/or legal tender. The Client may cancel the Account at any time by withdrawing all balances and opening a support ticket on www.mintexchange.io/support. The Client will not be charged for cancelling its Account, although the Client will be required to pay any outstanding amounts owed to Mint Exchange. The Client authorises Mint Exchange to cancel or suspend any pending transactions associated with the relevant Account at the time of cancellation. If Mint Exchange identifies a Client's Account that has been inactive for a period exceeding twelve (12) months, Mint Exchange may elect to charge a maintenance fee to such Client to continue to service and maintain the relevant Client's Account.

6.3. Transactions Limits. The use of all Mint Services is subject to a limit on the amount of volume, stated in U.S. Dollar terms, You may transact or transfer in a given period (e.g., daily). Mint reserves the right to change applicable limits as we deem necessary in our sole discretion. If You wish to raise Your limits beyond the posted amounts, You may submit a request at <https://support.Mintexchange.io>. We may require You to submit additional information about Yourself or Your business, provide records, and arrange for meetings with Mint staff (such process, "Enhanced Due Diligence"). Mint reserves the right to charge You costs and fees associated with Enhanced Due Diligence, provided that we notify You in advance of any such charges accruing. In our sole discretion, we may refuse to raise Your limits or we may lower Your limits at a subsequent time even if You have completed Enhanced Due Diligence.

7. Trade Instructions

- 7.1** Mint may, at any time and in its sole discretion, refuse any trade submitted to them, impose limits on the trade amount or impose such other conditions or restrictions on the placement of orders without prior notice.
- 7.2** You may only cancel an order if such cancellation occurs before Mint matches the transaction. Once the order has been matched by Mint, You may not change, withdraw or cancel the authorisation to Mint to complete such transaction.
- 7.3** If an order has been partially filled, You may cancel the unfilled part of the order unless the order relates to a market trade. Mint reserves the right to refuse any cancellation request associated with a market order once the You have submitted such order. All market orders are irreversible once initiated.
- 7.4** You will be able to place an order to the extent that You have sufficient Cryptocurrency/Tokens in Your account to complete an order.
- 7.5** Mint may also refuse to complete a transaction where there are insufficient Cryptocurrency/Tokens or legal tender in the Client's Account to cover the transaction and (where applicable) associated fees at the time that Mint receives notification of the order or at time of the transaction.