

Schedule 2 - TERMS AND CONDITIONS EXCHANGE CONTRACTS (available at www.instabridge.io/terms/exchange)

These terms and conditions are issued by METAVERSE (RADIX) LIMITED, (a company incorporated in Jersey with registration number 132555 and operating under the trading name INSTABRIDGE) (“METAVERSE”, “INSTABRIDGE”, “Us” or “Our”)

BEFORE EXECUTING ANY EXCHANGE CONTRACT YOU ACCEPT THAT YOU DO SO WITH FULL KNOWLEDGE OF THE RISK FACTORS WHICH CAN BE FOUND AT WWW.INSTABRIDGE.IO/NOTICES/RISKS AND ARE INCORPORATED INTO THESE TERMS BY REFERENCE.

PLEASE READ THESE TERMS CAREFULLY THROUGH TO THE END. IF YOU DO NOT AGREE TO THESE TERMS OF SALE DO NOT ENTER INTO ANY EXCHANGE AGREEMENT.

THE TERMS AND CONDITIONS OF USE OF THE INSTABRIDGE SERVICE MAY BE FOUND AT WWW.INSTABRIDGE.IO/TERMS/INSTABRIDGE

THE DEFINITIONS SET OUT IN THE INSTABRIDGE USER TERMS SHALL APPLY TO THESE TERMS.

1 WARRANTY

1.1 By offering to enter into any exchange of TOKENS You warrant that:

- (a) You have read, understood and accept the content of all up-to-date versions of these Terms and Conditions;
- (b) You have undertaken all relevant due diligence, made such enquiries as to the use function, value, law, regulation and taxation of cryptographic tokens and taken independent legal advice before accepting these Terms and Conditions and entering into any EXCHANGE CONTRACT; and
- (c) These terms and conditions will apply to each EXCHANGE CONTRACT into which You enter.

2 ISSUE AND EXCHANGE OF TOKENS

WRAPPED TOKENS: Each WRAPPED TOKEN which is issued or acquired will have different characteristics, risks and limitations. You should refer to the description of each such WRAPPED TOKEN which will be published at learn.instabridge.io

VALUE OF TOKENS: INSTABRIDGE makes no representation and disclaims all liability as to the present or future functionality, economic value, market price of all TOKENS. It is possible that TOKENS will have no economic value at all and/or that there may be no willing purchasers, markets or utility for such TOKENS.

FUNCTIONALITY: WRAPPED TOKENS or representational tokens may cease to operate as intended or expected and may be subject to spoofing, cloning and other malevolent actions which negates their function and renders them valueless.

SLASHING: The number of WRAPPED TOKENS in circulation should equate to the corresponding number of NATIVE TOKENS which are held in reserve, but this linkage may be broken by loss or impaired if either the WRAPPED TOKEN or NATIVE TOKEN is lost or impaired. In such case INSTABRIDGE may “slash” or delete the corresponding WRAPPED TOKEN pro-rata to return NATIVE TOKENS and WRAPPED TOKENS to equality, or may change the market rate at which it will offer to sell and exchange a WRAPPED TOKEN for a NATIVE TOKEN.

REDEMPTION AND EXCHANGE: WRAPPED TOKENS or representational tokens have no legal right of redemption or exchange for NATIVE TOKENS. Any exchange of WRAPPED TOKENS is at the discretion of INSTABRIDGE. Any impairment of the NATIVE TOKEN is likely to adversely affect the value, function and market for the corresponding WRAPPED TOKEN, rendering the latter without value and/or not functional.

NO SPECULATIVE INVESTMENT: You warrant that You are not acquiring TOKENS with a view to holding TOKENS as a speculative investment. You warrant that Your motivation for acquiring TOKENS and entering into this AGREEMENT is to facilitate the movement of value between LEDGERS, or to access the underlying functionality of LEDGERS.

PASSIVE PARTICIPATION: You acknowledge that some NATIVE TOKENS require positive action (e.g. STAKING) and if You do not use the NATIVE TOKENS to perform the relevant actions You may see Your holdings of NATIVE TOKENS decline as a percentage of the entire population of NATIVE TOKENS over time as more NATIVE TOKENS come into existence as a result of network emission, network subsidy payments and/or future token sales. Over time, this may result in the substantial dilution of a passive participant's token holdings. This equally applies to WRAPPED TOKENS where the WRAPPED version of the NATIVE TOKEN cannot be staked.

TRADING SUPPORT: Neither INSTABRIDGE nor any AFFILIATE intends to participate in or otherwise support trading of INSTABRIDGE TOKENS.

SECONDARY MARKET: the nature and extent of any secondary market for INSTABRIDGE TOKENS cannot be predicted.

LIQUIDITY: you acknowledge that when acquiring INSTABRIDGE TOKENS You have considered and understand that lack of liquidity in TOKENS is a risk.

PERFORMANCE OF THE PUBLIC LEDGERS: the decentralised nature of the operation of the public LEDGERS means that the greater the level of participation in the public LEDGERS by holders of NATIVE TOKENS, the better the public LEDGER will perform in terms of stability, security, and robustness of the LEDGER protocol.

3 EXCHANGE CONTRACT

3.1 An EXCHANGE CONTRACT comprises:

- (a) a sale by Us and a Purchase by You of a NATIVE TOKEN and the sale by You and the purchase by Us of a WRAPPED TOKENS or vice versa; or
- (b) sale or exchange by Us of any TOKEN for another TOKEN or fiat currency.

3.2 When You accept an exchange rate with another TOKEN as presented to You and choose to proceed or "agree" and deliver the TOKEN You wish to dispose of or the fiat You wish to use to acquire or exchange, You are making an irrevocable offer to enter into an EXCHANGE CONTRACT.

3.3 The TOKENS or fiat currency You deliver to Us may be held on a staging wallet until such time that searches and inquiries have been conducted and Your status and lawful entitlement to acquire or dispose of TOKENS is established to Our satisfaction.

3.4 Upon completion of the formalities at Clause 3.2, acceptance of Your offer to enter into an EXCHANGE CONTRACT will be made by Our initiation of the transfer to You of the corresponding TOKENS or sale and purchase price in fiat currency.

3.5 Upon initiation of any transfer pursuant to Clause 3.4:

- (a) all right, title, interest and risk in the TOKENS and or fiat currency will pass to You upon Our initiation of any transfer; and

- (b) all right, title, interest and risk in the fiat currency or TOKENS which You have delivered to Us will pass to us.

4 RESTRICTED PERSON

- 4.1 Notwithstanding Your registration or acceptance as a USER and/or prior dealings, INSTABRIDGE may designate an individual, company, group or class of persons as RESTRICTED PERSONS and may prohibit the purchase, acquisition or exchange of TOKENS and restrict dealings therein (to the extent it is capable of doing so).
- 4.2 RESTRICTED PERSONS shall not subscribe for, purchase or attempt to purchase or acquire or exchange TOKENS directly or indirectly.
- 4.3 It is a breach of this Agreement to enter into this Agreement as agent for a RESTRICTED PERSON or with the intent of supplying a RESTRICTED PERSON.
- 4.4 Any RESTRICTED PERSON who acquires TOKENS from INSTABRIDGE or enters this Agreement on an unlawful, unauthorised or fraudulent basis shall be exclusively liable for, and shall indemnify, defend and hold harmless INSTABRIDGE and its AFFILIATES and their respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns against and from any damages, losses, liabilities, costs or expenses of any kind, whether direct or indirect, consequential, compensatory, incidental, actual, exemplary, punitive or special and including, without limitation, any loss of business, revenues or profits.

5 NO INVESTMENT RIGHTS

- 5.1 Possession of a wallet or INSTABRIDGE TOKENS does not entitle You or any successor in title, transferee, or person in possession to:
 - (a) any right, title or interest, dividend, distribution, benefit, or control of INSTABRIDGE or any AFFILIATE of INSTABRIDGE or any aspect of a public LEDGER with which INSTABRIDGE integrates or the protocol, technology or intellectual property underlying or embodied in the issued TOKENS;
 - (b) receive any profits, bonuses, additional tokens (of any kind) or further allocation of tokens;
 - (c) participate in the management, control or direction of any enterprise including without limitation INSTABRIDGE or any AFFILIATE of INSTABRIDGE;
 - (d) any legal or beneficial claim, right, title, or interest in INSTABRIDGE or claim upon the assets of either of INSTABRIDGE or any AFFILIATE of INSTABRIDGE;
 - (e) be paid, remunerated or compensated in any way in money or money's worth in respect of any participation in or contribution made to INSTABRIDGE or its AFFILIATES; and/or
 - (f) receive any distribution, interest, right or benefit from the winding up, insolvency, reconstruction, or cessation of business by INSTABRIDGE or any AFFILIATE of INSTABRIDGE.
- 5.2 The distribution, sale, allocation or possession of TOKENS shall not be construed, interpreted, classified or treated as conferring on the TOKEN holder any rights or benefits compatible with any form of:
 - (a) legal or beneficial right, title, interest or ownership in or to the underlying code, software or intellectual property, intangible property or know how comprising or embodied in any INSTABRIDGE TOKEN;
 - (b) currency or commodity;

- (c) debentures, stocks, or shares issued by any person or entity whether INSTABRIDGE or any AFFILIATE of INSTABRIDGE;
 - (d) rights, options, or derivatives in respect of such debentures, stocks, or shares;
 - (e) rights under a contract for differences or under any other contract, the purpose or purported purpose of which is to secure a profit or avoid a loss;
 - (f) units in a collective investment scheme;
 - (g) units in a business trust;
 - (h) derivatives of units in a business trust; or
 - (i) any other security or class of securities.
- 5.3 INSTABRIDGE TOKENS are non-refundable and cannot be redeemed.
- 5.4 INSTABRIDGE TOKENS have no intrinsic value and may have no market value.
- 5.5 You agree not to sell, exchange, deliver, assign or transfer any right, title, interest or possession in or to INSTABRIDGE TOKENS to any RESTRICTED PERSON.

6 PERSONAL DATA

You agree to the processing of Your personal data received by INSTABRIDGE in accordance with the INSTABRIDGE privacy policy which can be found at www.instabridge.io/terms/privacy and is incorporated into these terms by reference.

7 WARRANTIES BY YOU

7.1 You warrant and represent that You are:

- (a) a natural person and that you are over 18 (eighteen) years of age (or any older age legally required under local law in Your country to bind Yourself legally to these TERMS AND CONDITIONS) or an AUTHORISED PERSON;

and

- (b) not a RESTRICTED PERSON;
- (c) not acquiring any TOKENS with a view to holding these as a speculative investment; and
- (d) if You are an incorporated entity You are duly organised, validly existing and of good standing under the laws of Your jurisdiction of incorporation and each jurisdiction where you conduct business.

7.2 You warrant and represent that You have obtained independent legal advice that:

- (a) You are, by the laws of the country where You are presently domiciled, resident or carry on business, lawfully entitled to acquire hold and exchange the TOKENS;
- (b) You do not know of any lawful reason why You should not enter into an EXCHANGE AGREEMENT with INSTABRIDGE for the purchase, use, transfer, or possession of TOKENS;
- (c) You are not and never have been under investigation or subject to any sanction order or restriction in any jurisdiction relating to any matter relating to digital assets or financial matters;
- (d) You will comply with all laws, regulatory requirements, and rules as are applicable to the acquisition, exchange, ownership, possession, use, sale, purchase, or transmission of TOKENS;

- (e) You are not acting in any representative capacity as nominee, agent or otherwise on behalf of a RESTRICTED PERSON (for tax purposes or otherwise) in connection with Your interactions and agreement with INSTABRIDGE or your offer, ownership, possession, exchange, use, sale, or transfer of TOKENS;
 - (f) to the extent You are subject to any restrictions which apply to the purchase, receipt, possession, exchange transmission or use of TOKENS in any jurisdiction, You will observe and comply, and continue to observe and comply, with all such laws, regulations and restrictions at Your own expense and fully and effectively indemnify and hold safe INSTABRIDGE and each AFFILIATE of INSTABRIDGE in relation to any losses demands or claim resulting from Your failure to do so or do so properly;
 - (g) no tokens, consideration or value whatsoever provided by You for the TOKENS is derived from or related to any unlawful activities or constitute the proceeds of crime (in any territory) including but not limited to any use which is or has directly or indirectly assisted or facilitated money laundering or terrorist financing;
 - (h) You will not use, promote, procure, or encourage the use of TOKENS to finance, engage in, or otherwise support unlawful activities in any territory, and all payments or transfer of tokens will be made by You only, in Your name, lawfully authorised by You, from a digital wallet or bank account in compliance with all applicable local laws, regulations, rules and restrictions as may apply to such payments transfers or exchanges from time to time;
 - (i) You are not, nor have you ever been, subject to any investigation nor have You received a request for information from any governmental body relating to money laundering corruption or bribery, under any law or statute, nor have You been charged or convicted of being involved in any activity associated with money laundering, terrorist financing, or any other similar anti-corruption or anti bribery statute; and
 - (j) You shall promptly and in good faith collaborate with all requests made by Us and all regulatory authorities in connection with, “know your client” (KYC) and anti-money laundering (AML) policies/ anti-corruption /compliance procedures and make available all information and documents on demand reasonably required by INSTABRIDGE or INSTAPASS.
- 7.3 You hereby authorise Us to conduct any enquiries, including with third party providers, in relation to the source of TOKENS/ funds or representation of monies used or intended to be used to acquire or exchange any TOKEN and/or any suspected unlawful use of any TOKENS and You waive any privacy or other similar right which would prevent Us from undertaking such enquiries.

8 TERMINATION OF EXCHANGE CONTRACTS

- 8.1 We are entitled to terminate and or rescind any EXCHANGE CONTRACT immediately in the event You breach or threaten to breach the warranties given by You pursuant to Clause 7. INSTABRIDGE reserves the right to refuse any requests to exchange, purchase or sell assign or transfer TOKENS and terminate or rescind any EXCHANGE CONTRACT at any time in its sole discretion.
- 8.2 In the event of any question arising as regards the source, provenance or legal status of any TOKENS or monies or representations of money which relate to any EXCHANGE CONTRACT We may withhold restitution of any TOKENS or execution of any exchange, without liability until the provenance, legal status or ownership of the same has been established to the Our satisfaction, which may include final determination by a court of law and/or a judgement recognised by the courts of Jersey.

9 INDEMNITY

You hereby agree to indemnify and hold harmless INSTABRIDGE and its AFFILIATES against all losses, claims, costs, demands and awards by You and/or any third-party in relation to and including the costs of bringing or defending any proceedings arising out of or relating to the provenance, ownership, legal status, source of wealth money, tokens or representations of money received or receivable by Us and any breach of the warranties at Clause 7

10 LIMITATION OF LIABILITY

- 10.1 INSTABRIDGE does not make or purport to make any warranty or give any assurance that the WRAPPED TOKENS will function as intended or for any particular purpose required by You.
- 10.2 INSTABRIDGE hereby excludes liability for all and any representation, warranty or undertaking in any form whatsoever, whether express or implied, made to any entity or person, (including without limitation any actual or prospective WRAPPED TOKEN holder) including any representation, warranty or undertaking in relation to the use, value, or other characteristics of the WRAPPED TOKENS.
- 10.3 Neither INSTABRIDGE nor its AFFILIATES, nor any current or former employees, officers, directors, partners, trustees, representatives, agents, advisors, contractors or volunteers shall in any event be liable for any indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, or loss of use or data, or loss of reputation, or loss of any economic or other opportunity of whatsoever nature or howsoever arising), arising out of or in connection with (without limitation):
- (a) any acceptance of, or reliance on the information made available by INSTABRIDGE in respect of the INSTABRIDGE TOKENS or the INSTABRIDGE SERVICE or EXCHANGE CONTRACTS, including (but not limited to) mistakes or errors in code, text, or images included in such information;
 - (b) the use, misuse, or unavailability of any LEDGER, its functionality or any performance or operation of any code or protocol or validation methodology caused by bugs or programming or logic errors or otherwise;
 - (c) the offering, purchase, holding, use, sale, or transmission of WRAPPED TOKENS;
 - (d) any failure in transmission or loss of any WRAPPED TOKEN due to communication errors, bugs, hacks, or fault in any LEDGER or any wallet or any communication system, software or apparatus including but not limited to losses caused by errors in holding or transmitting TOKENS by the TOKEN holder;
 - (e) breaches of security including hacker attacks, loss or disclosure of password, loss of private key, unauthorised use or misuse of such passwords or keys;
 - (f) losses attributable to any failure or error in any computer network, telecommunications system or protocol or the receipt by INSTABRIDGE of inaccurate wallet information or other information resulting in the misdirection or loss of tokens;
 - (g) mistakes in the information made available by INSTABRIDGE concerning the INSTABRIDGE TOKENS, the INSTABRIDGE SERVICE or EXCHANGE CONTRACTS or any expectation, promise, representation, or warranty arising (or purportedly arising) therefrom;
 - (h) losses including loss of anticipated savings or other benefits resulting from changes in the pricing of TOKENS or alterations in any LEDGER (howsoever implemented);

- (i) the pricing of the TOKENS on any exchange in any jurisdiction or market (regulated, unregulated, primary, secondary, or otherwise);
- (j) the TOKEN holder's loss of a PRIVATE KEY to a wallet or other secure custody device holding the TOKENS;

unless caused by any such person's fraud, gross negligence, bad faith and/or wilful default.

11 MISCELLANEOUS

- 11.1 INSTABRIDGE reserves the right to change these Terms and Conditions upon notice to You which will be accepted by Your continued participation in the sale, use, transfer, or exchange of any TOKENS or accessing or use of the INSTABRIDGE SERVICE.
- 11.2 Notice of INSTABRIDGE's changes to these Terms and Conditions may be given by posting new terms and conditions on the INSTABRIDGE WEBSITE.
- 11.3 You acknowledge that new versions of any LEDGER on which the NATIVE TOKENS or WRAPPED TOKENS have been created and related software may be adopted at any time.
- 11.4 INSTABRIDGE is not responsible for the testing, use or adoption of such LEDGERS or any variation or version thereof, nor for the dissemination, distribution or adoption thereof.
- 11.5 Save as provided by Clause 11.1 these Terms and Conditions may not be varied nor any rights accruing to either PARTY waived except where such variation or waiver is contained in a single document in writing signed by all PARTIES affected. Writing in this context shall not include e-mail but may include documents completed using electronic signatures.

12 GIVING OF NOTICE

- 12.1 A notice, or communication, given to a PARTY under or in connection with these Terms and Conditions shall be in writing and sent to the PARTY at the postal address or email address given in these Terms and Conditions with copy to or as otherwise notified in writing to the other party.
- 12.2 This Clause 12 sets out the delivery methods for sending a NOTICE to a PARTY under these Terms and Conditions and, for each delivery methods, the date and time when the NOTICE is deemed to have been received or given (provided that all other requirements of this clause have been satisfied):
- 12.3 if delivered by hand, on signature of a delivery receipt or at the time the NOTICE is left at the address.
 - (a) if sent by pre-paid first-class post at the time recorded by the delivery service.
 - (b) if sent by email, at the time of transmission (provided that no non-delivery notification is received by the sender).
- 12.4 If deemed receipt under Clause 12.2 occurs outside business hours in the place of receipt, it shall be deferred until business hours resume which means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 12.5 Save where prohibited by law from doing, You consent to a proceeding or reference to arbitration being made upon you in the same manner as required for Notices provided by Clause 12.3
- 12.6 Save as provided by Clause 12.5 this Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13 TAX

- 13.1 You acknowledge, understand, and agree that You are solely responsible for compliance with all taxation obligations arising out of or related to the purchase, receipt, sale transmission holding or use of TOKENS and INSTABRIDGE bears no liability or responsibility with respect of any tax consequences relating thereto. You fully and effectively indemnify and hold safe INSTABRIDGE and its AFFILIATES in relation to all such liability.
- 13.2 The consideration payable by You in respect of Your acquisition of TOKENS is exclusive of amounts in respect of VAT and all forms of purchase tax.
- 13.3 In the event that the sale or disposition of the TOKENS is subject to GST/ Purchase Tax or VAT (or other equivalent taxes in Jersey or elsewhere) INSTABRIDGE shall be entitled to deliver a VAT (or similar tax) invoice to You, and You will be obliged to pay additional amounts in respect of such tax as shall be payable in respect of the sale, purchase, supply or exchange of the TOKENS.
- 13.4 You will be responsible for the payment of all levies, import duties, capital and all other taxes charges and fees arising out of your acquisition, possession, use or disposal of the TOKENS.

14 THIRD PARTY RIGHTS

The PARTIES do not intend that any provision of these Terms and Conditions should be enforceable by any PERSON who is not a PARTY to this Agreement.

15 ENTIRE AGREEMENT

- 15.1 Save that the documents referred to herein shall be deemed to be incorporated by reference, these Terms and Conditions constitute the entire agreement between the PARTIES and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between the PARTIES, whether written or oral, relating to their subject matter.
- 15.2 Each PARTY agrees that it shall have no remedy in respect of any statement, representation, misstatement, misrepresentation, assurance, or warranty (whether made innocently or negligently) where such statement, representation, misstatement, misrepresentation, assurance, or warranty is not set out in these Terms and Conditions.
- 15.3 Each PARTY agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions. Nothing in this Clause shall operate to limit or exclude any liability for fraud (including fraudulent misrepresentation).

16 SITUS AND PLACE OF PERFORMANCE

- 16.1 The situs of all tangible and intangible property and/or all rights, title and/or interest in any chose in action in or related to TOKENS and all legal and equitable rights, title and interest, debts and/or claims, and causes of action arising from or related to the use, transfer, possession, or control of any TOKENS shall be Jersey.
- 16.2 The situs of debts, and the deemed situs of all wallets, tokens, obligations and causes of action arising out of these Terms and Conditions and the use, transmission, sale, exchange, possession, use or misuse of TOKENS shall be Jersey.
- 16.3 These Terms and Conditions shall be deemed to have been created and performed in Jersey and all transfers and exchanges shall be deemed to occur in Jersey.

- 16.4 All transactions and exchange or transmission of TOKENS including the operation, use and functioning of any relevant LEDGER and performance of transactions shall be deemed to take place in Jersey and all EXCHANGE CONTRACTS, ledger actions, and the actions of NODES including transactions shall be deemed to made and performed in Jersey.
- 16.5 All fees and payments due to INSTABRIDGE shall be payable and recoverable in Jersey which shall be the situs of debts due to INSTABRIDGE together with and including all payments, debts and obligation due or alleged to be due from or by INSTABRIDGE.

17 COMPLAINTS PROCEDURE

- 17.1 You may refer any complaint or concern to us by emailing us at complaints@instabridge.io and we will endeavour to resolve the dispute in accordance with our complaints procedure, a copy of which is available here www.instabridge.io/notices/complaints (our "Complaints Procedure").

18 CONSUMER COMPLAINTS

- 18.1 You can bring claims against us through arbitration in London, England in accordance with Clause 20.
- 18.2 If You are a consumer and we identify any dispute with You, we will first seek to resolve that dispute in accordance with our Complaints Procedure unless we consider it reasonable to seek a court remedy known as an injunction in which case we will go directly to court.
- 18.3 If resolution is not possible or timely using our Complaints Procedure, we shall refer any dispute worth GBP 50,000 or less to an alternative dispute resolution entity (see Clause 19) but reserve the right to commence a reference to arbitration if we are not satisfied with the outcome.
- 18.4 Any dispute over the value of GBP 50,000 shall be referred to arbitration in accordance with Clause 20.
- 18.5 The value of any dispute shall be calculated on the basis on the closing price on the date upon which the dispute arose or the price of the last arm's length transaction for the digital asset prior to the date of reference.

19 ALTERNATE DISPUTE RESOLUTION

- 19.1 Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court or arbitration.
- 19.2 You can submit a dispute to the alternative dispute resolution entity ("ADR entity") identified in our Complaints Procedure who will not charge you for making a complaint and the dispute resolution process will be administered in accordance with any procedural rules set down by that ADR entity.
- 19.3 If either PARTY is dissatisfied with the outcome, that PARTY may make a reference to arbitration in accordance with Clause 20.

20 RESOLUTION OF DISPUTES AND APPLICATION OF LAWS AND JURISDICTION

- 20.1 Subject to Clause 18, any dispute arising out of or in connection with any agreement formed under or in accordance with the TERMS AND CONDITIONS or with these TERMS AND CONDITIONS or the subject matter thereof, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration

under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference into this Clause.

- (a) The number of arbitrators shall be three.
 - (b) The seat, or legal place, of arbitration shall be London.
 - (c) The language to be used in the arbitral proceedings shall be English.
 - (d) The governing law shall be the law of England and Wales. All operation of conflict of laws is excluded.
- 20.2 You hereby forever waive any and all rights to assert personal or subject matter jurisdiction in any territory or before any tribunal, government authority, court or arbitrator, other than in accordance with Clause 18 and this Clause 20 in relation to any matter dispute or difference which relates to or arises out of these TERMS AND CONDITIONS or their subject matter or any agreement formed pursuant to these TERMS AND CONDITIONS or the performance, creation or termination of such agreement or these TERMS AND CONDITIONS including but not limited to any transaction or arrangement relating to the use of the INSTABRIDGE SERVICE and any EXCHANGE CONTRACT.
- 20.3 You forever waive all rights to exercise or invoke, apply for or seek any *in rem* or *in personam* relief or remedy before any tribunal, government authority, court or arbitrator or otherwise other than in accordance with Clause 18 or this Clause 20.
- 20.4 You irrevocably agree that We may enforce the terms of any award or judgement secured in accordance with these TERMS AND CONDITIONS in our favour in any territory where You hold, possess or control assets (whether permanent or temporary) and/or where You reside or are domiciled.
- 20.5 Nothing in this Clause 20 shall limit or exclude any rights of INSTABRIDGE to enforce any rights in any territory in relation to INTELLECTUAL PROPERTY owned by or licensed to INSTABRIDGE in accordance with the laws applicable to such rights which subsist in any territory where such INTELLECTUAL PROPERTY rights are owned or used (whether such use is authorised or not).