



User Agreement: Broker-Dealer

Version: 1.2
Effective Date: 16.11.2023



Document

Versions

Date	Sequence number	Version	From	Justification
04.07.2023	001	1.0	Björn Weigel	VARA request
17.10.2023	002	1.1	Zunair Ali	VARA request
14.11.2023	003	1.2	Tim Pascual	Different Changes to be in line with VARA Feedback

Further Details

Executive Board member with technical responsibility	Back Office
Area responsible for the subject	Operations
Subject:	User Agreement: Broker-Dealer
Status:	Final
Validity range	nealthy incl. all subsidiaries and branches

Approvals

Version	Approver	Date
1.0	Austin Lee	10.07.2023
1.1	Tim Pascual	17.10.2023
1.2	Ludwig Schrödl	16.11.2023



1. Introduction

1.1 This user agreement (the User Agreement) is a framework agreement, containing all agreements applying to all legal relationships between nealhy (having a place of business registered at SRT-FLR18-18.01-E.O-04 Sheikh Rashid Tower Dubai World Trade Center Dubai, UAE) and you as a User, as well as Crypto Custodian and you as a User. nealhy and the Crypto Custodian shall be collectively referred to as: 'we', 'our' or 'us'. This User Agreement sets out the terms and conditions on which we provide you with access to and use of our products, services and offerings. If a condition is also relevant for the Crypto Custodian, those conditions also apply to the legal relationship between you and the Crypto Custodian.

By agreeing to the terms of this User Agreement for Broker-Dealer Services, you acknowledge that you have read, understood and agree to the contents and agree to our Privacy Statement and our (risk) disclaimer.

User should be aware that cryptocurrencies and OIT (On-chain Index Token) may be subject to large price fluctuations and therefore may involve large losses. Trading in digital currencies involves significant risk. Only use funds that you can afford to lose.

Definitions

Account: an account maintained at nealhy by the User.

nealhy FZCO: the private company under Dubai law located at SRT-FLR18-18.01-E.O-04, Sheikh Rashid Tower, Dubai World Trade Centre FZ, Dubai, United Arab Emirates and registered with the Licence no. L2702.

Services: the execution of Orders initiated by User on the Platform, the storage of cryptocurrencies/nealhy utility token funds for the account and risk of User, and all other services, products and services offered by us.

User: the person who makes use of our Service and/or Platform, hereinafter also referred to as "you" or "your".

Order: a request to make a Transaction, deposit or withdrawal.

OIT (On-Chain Index Token): is a specialized digital asset that is built on a blockchain network, typically utilizing smart contracts to define its functionality.

Force Majeure: a situation that disrupts the normal functioning of the Platform and/or Service and/or makes it (partly) impossible to conduct business and cannot reasonably be foreseen by Nealhy, or at least is beyond nealhy's control, such as fire, natural disaster, social unrest, strike or lockout, war, mobilisation, proclamation of the state of war or siege, riot, government measures, exceptional network or hardware failures, power failure, bank failure, failure related to the custody/transfer of cryptocurrencies, bankruptcy of or conflict with a bank, a partner holding (part) of the cryptocurrency in custody or other partner of nealhy, disagreement with regulators, problems with the network or protocol of a cryptocurrency.

Platform: All mobile application(s), website(s) and/or communication channels made available by us to the User through which our services, products and/or services are offered.

Transaction: A successfully executed Order on our Platform where the User has made a purchase or sale of cryptocurrencies for fiat or exchanged one cryptocurrency for another cryptocurrency.

2. General

- We perform our Services with the utmost care. Once a Transaction has taken place, it is irreversible. The right of cancellation for individuals is excluded. Users do not have the possibility to cancel Transactions related to cryptocurrencies, except in cases nealhy does not fulfill its commitments.
- All information provided by us (regardless of how it is made known) is without obligation, purely informative in nature, and should not be considered professional, financial or legal advice. We do not give buying or selling advice and make no statements about the expected price or rate. We do not provide any (investment) advice in relation to cryptocurrencies. We do not accept any responsibility or liability for the information we provide, nor for the use made of it or for any loss that results or may result from it.
- You acknowledge that the information provided as part of our products, services and services to be offered, are not intended as a (personal) recommendation to buy, sell or hold assets (in the form of cryptocurrency). All products and services are offered on an "execution only" base (conclusion without advice). Your Orders are executed automatically by our systems.
- By creating an Account and/or using our Services, you acknowledge that you:
 - o have accepted all of the terms and conditions in this User Agreement;
 - o in the event that the User Agreement is entered into by a natural person, you are acting on your own behalf and are at least 18 years of age or, if and to the extent that a higher age is required for this User Agreement to be validly entered into, have reached that age;



- o if the User Agreement is entered into by/on behalf of a legal entity, you are authorized to close agreements on behalf of the legal entity and that the legal entity is authorized to enter into the User Agreement;
 - o are authorized to enter into a binding agreement with us and that such use is permitted under applicable law;
 - o create only one Account and have no other Accounts;
 - o that you are the owner of the bank account(s) used by you and that the bank account is in your name or if the Account is of a legal entity that the bank account belongs to the legal entity and is in the name of the legal entity;
 - o will use the Platform and/or Account for its own interest and at its own risk, and not as an agent or representative of a third party or otherwise for the benefit of third parties;
 - o act in accordance with the relevant laws and regulations and this User Agreement;
 - o are not a resident of a country or do not fall under the jurisdiction of a country whose applicable law does not allow you to enter into this User Agreement or use our Services;
 - o are not a US person, are not a resident of the United States, do not hold a US Nationality or otherwise qualify as a US Citizen and indemnify us against any damages we suffer as a result of violating this prohibition;
 - o do not appear on a relevant sanctions list.
- As a User of nealthy's Services, you should have basic knowledge of the cryptocurrencies we trade and how these products work. You are solely responsible for the risks involved in investing in cryptocurrencies
 - It is prohibited to use our Platform for illegal purposes, such as, among others, money laundering or tax evasion.

3. Obligations of the User

To use our Services, you must register by completing the (full) registration process, providing the requested information and accepting the terms of this User Agreement and our Privacy Statement.

As a User you agree and commit to provide us with all the information we deem necessary to comply with our legal obligations, to cooperate with any customer research we may carry out, including for the purpose of preventing fraud, money laundering, the financing of terrorism and/or other (financial) crimes, and to notify us of any changes to the information previously provided by you.

We are entitled to suspend and/or cancel your Account or our Services if you are not prepared to provide the requested information (on time) in a proper manner or if it appears or we have a (remote) suspicion that the information provided is incorrect, incomplete and/or misleading. We are at all times entitled (therefore also as a result of the information received) to change the status of your Account and/or to change the limits in the Account.

You authorize us to make inquiries, directly or through third parties, that we deem necessary to verify your identity or protect us from fraud or other financial crimes.

You are responsible for the Orders / Transactions / withdrawals and/or deposits placed and/or made by you. This includes, among other things, entering the correct data, such as quantity, email address, correct bank details and passing on changes. You are responsible for the accuracy of the data you provide. By confirming the Order / Transaction / withdrawal and/or deposit you declare that you have checked the relevant process and that all data is correct. Not passing on changes or not passing them on in time is entirely at your expense and risk.

It is imperative to ensure that these services are suitable for the Client. This includes a thorough assessment of each client's investment objectives, risk tolerance, and financial circumstances, especially their ability to bear sudden and significant losses and the proportion of their net worth invested in Virtual Assets.

4. Rights & Obligations of nealthy

We make every effort to ensure that our Service functions as well as possible. We are partly dependent on third parties for the proper functioning of our Service, so we cannot fully guarantee this proper functioning. We therefore cannot make any statements or guarantees of any kind regarding the operation of our Service where it depends on third parties. We decline all liability in this regard, except in cases of intent or gross negligence on our part.

It is possible that (a part of) our Service is not continuous, not optimal and/or not flawless. We cannot be held liable for any problems and/or damage that (may) occur as a result of the (temporary) unavailability of our complete Service and/or any changes made by us, except in the case of intent or gross negligence on our part.



We are entitled to temporarily suspend / modify or discontinue access to, or the operation of, (part) of our Services. We will only exercise this right if we consider it necessary, for example to comply with applicable laws and regulations, instructions from authorized supervisors and/or for the protection of you, the processing of Orders / Transactions / deposits and/or withdrawals, the Platform and/or for proper functioning of markets and prices.

We are entitled to carry out maintenance from time to time, during which it is temporarily not possible to use our Service. We strive to provide advance notice of major maintenance, during which the Platform and/or our Service will be unavailable/limited for a long(er) time. However, due to dependence on third parties and technical links to services, this will not always be possible.

We can never be held liable for any damage suffered by you as a result of price fluctuations. We are also not liable, in any form whatsoever, for any loss in the event that these Terms are not or not correctly complied with by you.

We will do everything in our power to prevent fraud, money laundering, the financing of terrorism and/or other (financial) criminal offences. In order to give this the best possible implementation we shall:

- o report suspicious (proposed) Transactions to the appropriate authorities;
- o actively monitor and control Transactions and, where we see reason to do so, take appropriate action (including but not limited to stopping Transactions, withdrawals and/or deposits and closing Accounts);
- o cooperate with police, regulatory agencies, the public prosecutor's office, other government agencies, and authorized supervisors, among others.

In addition, we reserve the right to, without being liable for any damages or lost revenue for this purpose:

- o block and/or freeze Accounts that are or may be associated with fraud or other activity in violation of laws and regulations or this User Agreement;
- o limit or block Accounts during our investigation of whether it is acting in accordance with this User Agreement, compliance policies or laws and regulations;
- o suspend and/or cancel orders for reasons of our own making without being liable for any damages and/or lost revenue;
 - sell User's positions in cryptocurrencies at any time if we receive a court request to do so, or are otherwise required to do so;
- o terminate the User Agreement unilaterally, for reasons of our own making without being liable for any damages and/or lost revenues;
- o in the event of fraudulent use or use in violation of the User Agreement, charge Users with the costs we incur and/or have incurred in investigating and repairing fraudulent or other criminal activity. We are entitled to offset these costs against the balance of the User's Account;
- o close accounts, terminate our Services or take any other action that we deem most appropriate given the circumstances, in the event that a change in laws and regulations gives us cause to do so, a regulator requests it or there is another compelling reason that we believe requires us to take action;
- o take other reasonable measures to prevent abuse, criminal acts or use in violation of this User Agreement.

nealthy commits to ongoing staff development, ensuring that our team members are equipped with the latest academic, professional, and practical skills required for excellence in managing Virtual Assets. This commitment includes regular training sessions and updates on VARA regulations and industry best practices.

5. Account

To use the Services, you must have registered an Account with nealthy. nealthy has an acceptance policy on the basis of which it assesses whether a User is eligible to register an Account. Part of this policy is that only persons with a valid ID and bank account from one of the supported countries in Terms of Service can have an Account with nealthy. If at any time it becomes apparent that a User does not fall within the acceptance policy, nealthy reserves the right to close an Account and terminate the User Agreement without being liable for any damages and/or lost revenue. We may make changes to the Acceptance Policy at any time.

You are responsible for knowing the laws surrounding cryptocurrencies in the country where you live or are. We cannot be held responsible if the User violates laws and regulations.

An Account including all account data and the funds in the Account are personal and non-transferable and therefore cannot be passed to a third party.



We are entitled to refuse and/or not further process requests for an Account or modifications/extensions to the Account without reason.

We are entitled to block, close, delete and/or freeze accounts at any time if an Account is used in breach of the User Agreement, our compliance policy or any legal provision or if we suspect that this is the case. We may, within the limits of the law, impose conditions on the refund of any outstanding balances.

We are entitled to (fully) freeze an Account until further notice and/or to take other measures appropriate in our opinion if one or more of your assets is/are seized.

You declare that you have filled in all details truthfully. In the event that we notice – or have reasonable grounds to suspect – that the obligations or declarations on the basis of this User Agreement are not (or are no longer) correct, or are not being correctly complied with, we will be permitted to block your Account immediately (temporarily) and/or close the Account and terminate this User Agreement.

6. Crypto Custodian

Crypto Custodian is, on behalf of nealhy, responsible for the management of User's Balances and cryptocurrencies to the extent that both of these balances are not used by nealhy to carry out User's transactions and/or the User has indicated that he wishes to use the services described in Article 15 of this User Agreement (revenue on cryptocurrencies) and it is necessary for this service to deposit the cryptocurrencies with a third party.

Crypto Custodian cannot be held liable if the cryptocurrencies held by Crypto Custodian cannot be paid out as a result of Force Majeure. Crypto Custodian reserves the right, in the event of an observed shortage of Liquidity due to a Force Majeure situation, to make an arrangement for the entitled parties. This may include, for example, distributing the remaining funds or cryptocurrencies proportionally among the entitled parties.

You can contact us for questions, complaints and/or comments about Crypto Custodian.

7. Transactions, Orders, Withdrawals and Deposits

Purchases within nealhy can only be made with different Cryptocurrencies. After the Funds have been recharged, you can select a cryptocurrency on the markets page of the app.

To make a sale at nealhy, the user can redeem their token funds for a stablecoin for the desired and available blockchain network as well as desired and available asset. The user is able to choose their blockchain network and asset deemed available by Nealhy with appropriate liquidity.

The quote to be issued by nealhy under step 5 (see paragraphs 1 and 2) in a buy or sell transaction is valid for 10 seconds. By pressing the "Confirm and Buy" or "Confirm and Sell" button, you agree to our offer, to the price and any associated costs and nealhy will execute the Transaction at the stated price. Once the Order has been confirmed by you, it cannot be canceled, reversed or changed by you, without prejudice to the right to seek dissolution if nealhy should fail to meet its commitments.

If an Order is placed within your Account we may assume that it is a legitimately given Order and will perform it in accordance with the request.

If nealhy deems it necessary, for example in case of an unusual situation (of a technical, legal or other nature) we are entitled to suspend (an) Order(s)/Transaction(s), withdrawals and/or deposits, until further verification has been carried out if nealhy finds it necessary.

nealhy may cancel or refuse one or more Order(s)/Transaction(s)/ deposit(s) or withdrawal(s) for reasons of its own. This may be the case for example but not exclusively in case of insufficient stock, special (market) circumstances or if, in Nealty's opinion, Order(s)/Transaction(s)/ deposit(s) or withdrawal(s) are suspicious or (appear to be) in breach of the User Agreement or nealhy 's compliance policy. In such cases, nealhy shall not be liable for any losses or lost revenue resulting from the failure to execute the Order/Transaction/Deposit or Withdrawal.

After the Transaction has been fully executed and confirmed by us, the User has purchased the cryptocurrency and stores it with nealhy and/or Crypto Custodian. The risks associated with the cryptocurrency pass to you once the Transaction is complete.

8. Wallet Cryptocurrencies

nealhy and Crypto Custodian take care of the storage of cryptocurrencies purchased by you via nealhy. We hold these cryptocurrencies for your account and risk. If you have chosen to use the services of this User Agreement (revenue on cryptocurrencies) you consent to the storage of your cryptocurrencies with a third party and acknowledge the risks that this entails.

We take all reasonable steps to secure the cryptocurrencies we hold on your behalf and may also engage third parties to do so. In order to ensure the secure storage of these cryptocurrencies, we use inventory management, which involves the use of various forms of storage. Despite this, we cannot guarantee that this storage is completely secure. The use of our Services is at your own risk.



We strive to ensure that the information made available on the Platform or in the Account (including in relation to wallet balances) is at all times complete, correct, accurate and updated. In the event of a discrepancy between the information provided on (or through) the Platform or the Account and the records of nealhy and/or Crypto Custodian, the records of nealhy and Crypto Custodian shall be decisive. nealhy and Crypto Custodian shall, where appropriate, make the necessary efforts to correct this as soon as possible.

For the storage of the cryptocurrencies, we may use collective wallets. This means that the cryptocurrencies are not stored in a separate wallet for each User separately, but in shared wallets.

If cryptocurrencies stored by us in a collective wallet are lost for reasons for which we cannot be held liable, the loss will be shared proportionately among all Users.

9. Identification and Verification

In order to use our Services, it is required that you create an Account. You must provide all requested information and associated documents. You must fill out and submit all information fully and correctly. The information we request may include personal data, such as – but not limited to – name, address, telephone number, email address, date of birth, personal number, as well as information such as statements from your bank account, tax return and/or other documents.

We reserve the right to verify the information provided at a time to be determined by us. The moment at which we perform this verification can differ per situation and also depends on our compliance and risk management policy. We are at all times entitled to refuse verifications or to request additional information if we consider this necessary and/or desirable. If there is any doubt about the verification, we may take any measure we consider appropriate, including in any event the temporary suspension of the Account or the restriction of functionalities on the Platform.

Depending on the status of your Account, not all features of our Services may be available or (lower) limits may apply. This may be the case if, for example, an identity check has not (yet) taken place or verification of this has not yet been completed.

We reserve the right to modify the requirements for identification and verification procedure. Even if your identity has already been verified, we may ask for additional information. In that case we are authorized to return the Account to an unverified status, to block the Account, or to freeze the funds.

If you refuse to provide the desired information and/or documents, or at least do not wish to respond to a request for additional verification, we are entitled to block or close the Account immediately.

10. AML & KYC Policy

We will make every effort to prevent money laundering, fraud or other criminal activities through our Services. We are entitled, within the limits of the law, to take all measures we deem necessary, both prior, during and after our Services.

In the event of suspected criminal or fraudulent acts, we are entitled, within the limits of the law, to take mitigating measures and/or additional measures, such as suspending and/or cancelling Transactions and/or blocking your Account and/or freezing assets.

You acknowledge that we are entitled and authorize us to do additional screening, such as requesting publicly available data and consulting non-public databases for data regarding identification documents and political involvement, in addition to requesting the required documentation.

We shall be entitled at any time, within the limits of the law and for reasons within our control, to suspend, refuse or cancel a(n) Order / Transaction / withdrawal / deposit, temporarily block an Account and/or close an Account.

In the event of a violation of the law (or a serious suspicion thereof) by you and/or in the event of an (intended) so-called unusual transaction, we may report this to the relevant authorities.

11. Costs

We charge an all-in fee for each Transaction. An overview of the all-in fee can be found in our FAQ. This fee is calculated to cover, among other things, the following costs:

- o Trade fee: the fee we owe on the exchange for our purchases;
- o Transaction costs: costs required to send the relevant (crypto)currency over the network;
- o Risk fee: we give you, the User, a fixed price, for which we deliver the cryptocurrency, purchase the cryptocurrency from you, and/or exchange it for you for another cryptocurrency. This quote is valid for 10 seconds;
- o Service charge: in order to provide this service, we need to charge a fee.



We may charge a fee for withdrawals and deposits of funds. These may be adjusted by us. The current fees are displayed via the Platform. If in an exceptional case it's necessary to send cryptocurrencies to the wallet, administration and transaction fees will be charged by nealhy. nealhy will inform the User of the then applicable costs. These costs are based on the internal and external costs that nealhy and the Crypto Custodian have to carry out in order to facilitate the transfer. Before a transaction is executed to a User's wallet, the User's wallet must be verified and additional administrative requirements may apply (such as the provision of additional information).

12. Cryptocurrencies

We are free to add, remove or (temporarily) suspend trading in a particular cryptocurrency to our Platform at our sole discretion. To the extent possible, we will give advance notice of a decision to do so.

Upon the removal of, or temporary suspension of trading in a cryptocurrency on our Platform, we will, to the extent possible, set a time limit within which we will allow you to sell the cryptocurrencies on our Platform. We strive to announce this - to the extent possible - 30 days in advance. In cases of Force Majeure or if this is necessary in connection with laws and regulations, this period may be shorter. In that case we will inform you prior to the sale about the period that will apply.

Should you not have sold the cryptocurrency - as a result of the announcement that a cryptocurrency will be permanently withdrawn from our Platform - within the stipulated period mentioned in paragraph 3, we are entitled to sell these cryptocurrencies for you and on your behalf after the stipulated period (to the extent that it is still possible to do so) and to increase the Funds by this value. We are authorized to determine the exact time for this.

You can also request us via email to transfer the cryptocurrencies to your own wallet during the relevant period, where the wallet must meet conditions set by nealhy. nealhy charges transaction and administration fees for this. nealhy may refuse such a request if nealhy is not permitted to carry out such a transaction on the basis of laws and regulations or instructions from licensed authorities, or to the extent that the User has not responded in a timely, accurate and/or complete manner.

In the event of temporary suspension of trading in a cryptocurrency, we will hold the cryptocurrency on your behalf. If a temporary suspension leads to the permanent removal of the cryptocurrency, you authorize us to sell it for you and to increase the Funds by this value.

We are not liable for any damages as a result of the addition or non-addition of a cryptocurrency to our Platform, the (temporary) unavailability of a cryptocurrency and/or the removal of a cryptocurrency on nealhy 's Platform, except in the case of intent or gross negligence on our part or on the part of parties appointed by us.

13. Control

The client acknowledges that there will be instances where Virtual Assets are not under the control of nealhy. The following are instances when Virtual Assets are out of nealhy's control:

- Smart Contracts: when assets are locked in a smart contract, they are not under the direct control of nealhy, but rather are governed by the contract's code until conditions are met;
- Withdrawal to personal wallets / pending transactions: when a client withdraws virtual assets to a personal/external wallet, there's a time frame where the assets are in transit and not under the direct control of nealhy.

The client acknowledges that client virtual assets or client money does not benefit from any form of deposit protection.

14. Forks and Airdrops

14.1 Newly Created Virtual Assets (Airdrops)

From time to time, there may be newly created Virtual Assets that arise from events such as "airdrops" or other mechanisms. When such events occur:

- a. nealhy will promptly assess the nature and implications of the newly created Virtual Asset.
- b. Our assessment will consider various factors including, but not limited to, the security, stability, and legitimacy of the new Virtual Asset, its underlying technology, and its compatibility with our platform's infrastructure.



c. Once our evaluation is complete, we will clearly communicate to our clients regarding our decision to support or not support the newly created Virtual Asset, including details on how and when it will be made available or any actions required on the part of our clients.

14.2 Unsupported Virtual Assets due to Changes (Forks)

Events such as "forks" or other significant changes may occasionally mean that a previously supported Virtual Asset is no longer compatible or viable for support on our platform. In such cases:

- a. nealthy will diligently assess the impact of the said event as soon as we become aware of its nature and potential ramifications.
 - b. Our evaluation will consider the sustainability, security, and stability of the altered Virtual Asset and any potential risks it might pose to our clients or platform.
 - c. Throughout any transition phase, we will maintain open communication with all affected clients. This will include, but is not limited to, providing clear guidelines on any actions clients may need to take, timelines for any changes, and potential implications for their holdings.
 - d. If a decision is made to no longer support a previously supported Virtual Asset, clients will be given instructions on withdrawal or transfer procedures, timelines, and any other relevant information to ensure a smooth transition.
- Clients are encouraged to remain updated on our platform announcements and to reach out to our support team for any further clarifications or concerns related to Virtual Asset support.

14.3 Risk of loss mitigation measures

The following approach drives our mitigate strategy against the loss of risk-

Implementation of Advanced Security Protocols

We have invested substantially in the state-of-the art Cybersecurity measures, including encryption, Multi factor Authentication and intrusion detection systems. We also take specific care in regular;y auditing and updating security protocols to protect customer assets from threats.

Cold Storage For Customer Funds

We store significant proportion of customer funds in "offline" or cold wallets that are not connected to the internet. This reduces the risk of assets being stolen during online attacks.

Transaction Monitoring & Alerts

This ensures unusual and/or suspicious activity is detected on our platform in a proactive manner. Automated alerts and triggers provide additional safety layer.

Comprehensive Compliance Program.

We have adopted a comprehensive AML and KYC programs to ensure regulatory compliance.

Insurance Coverage

15. Revenue on cryptocurrencies

There are several ways to generate revenue on cryptocurrencies. Some examples are staking, airdrops, giveaways and lending cryptocurrencies for a fee. Only in cases where we explicitly state to facilitate a service that enables the generation of revenue on cryptocurrencies (in any form whatsoever) it is possible to make use of this, otherwise the provisions of Article 13 apply.

In cases where nealthy facilitates services through which revenue on cryptocurrencies can be generated, these services are performed at the risk and expense of the User.

Users may independently decide to make (part of) the cryptocurrencies held in his nealthy account available for the relevant service in order to generate (possible) revenue on cryptocurrencies. The User must indicate that he wishes to make use of that service. By default, this service will not be on and therefore no revenue will be made or paid to the User.

If the User uses the services and generates revenue, the User's individual revenue will be paid into his account. For the amount of the revenue and the frequency that revenue are distributed, please refer to the terms and conditions of the relevant service.

There are risks associated with using the services described in this article. It is possible that the cryptocurrencies made available by User for generating revenue on cryptocurrencies are lost, no revenue are generated / paid out or a lower revenue is generated than User expects. nealthy cannot be held liable for any damages or lost revenue. The cryptocurrencies are not insured or otherwise secured.



To the extent that, in order to use the Service, it is necessary to place User's cryptocurrencies with third parties, User authorizes nealhy to make the cryptocurrencies available from such third party. User acknowledges the risk with respect to such third party and any other involved parties

To the extent that the User has not set the cryptocurrencies for a specific period of time, the User may decide to terminate or change the services at any time. If the User indicates that he wants to terminate / change the services, nealhy will implement this as soon as possible. It is possible that this cannot be implemented immediately, for example because the cryptocurrencies are held with a third party and that wallet is temporarily not accessible, for instance because it is blocked or frozen.

nealhy may at any time make changes to the service described in this article. This may include whether the service will be offered but also for which cryptocurrencies the service will be made available etc. If the services are fully or partially terminated, the User will be informed of this. To the extent possible, we will announce a decision to do so in advance.

16. Security

You carry the responsibility for having:

- o A good and secure internet connection;
- o A computer, tablet, smartphone or other device that can be used to connect to nealhy 's app or website via the Internet, which is equipped with up-to-date measures against intrusions, viruses, spam, etc;
- o An email account to which you have sole access, and through which nealhy 's email messages can be received unhindered.

You must maintain a strong password and use two-factor authentication. Passwords and two-factor authentication data are strictly personal and may not be shared with any other person.

We will never ask you to provide authentication details (two-factor authentication and passwords) in any other way than when logging into the Account or requesting a transfer of (part of) your Funds. You should never agree to the request to provide these means, even if the request appears to come from us.

To the extent that we would be liable for any damage caused, you have no right to claim compensation if the security measures are not complied with or have not been complied with. It is up to you to prove that the described security measures have been complied with.

If you know or suspect that your account information has been stolen or may be exploited, you should immediately, contact us.

17. Risks

nealhy is registered with the Dubai VARA as a provider of crypto services. nealhy is registered with VARA on the basis of the Federal Decree by Law No. (20) of 2018 on Anti Money Laundering and Combating the Financing of Terrorism. Users are aware that nealhy is not under prudential supervision by UAE Central Bank or under conduct supervision by the UAE Securities and Commodities Authority. This means that there is no supervision of financial requirements or business risks and no specific financial consumer protection.

You are aware of and take full responsibility for the risks associated with trading cryptocurrencies. This includes the lack of guarantees of value and value preservation.

You accept the special circumstances that may arise in the Services of nealhy over the internet and the (technical) imperfections that may occur in the process, such as the impossibility of obtaining (full) access to our Services or the Platform such as the inability to provide and/or process an Order in time or at all, malfunctions of and/or defects in the Platform of nealhy and/or underlying hardware and/or (inter)network connections and/or software on which the Platform runs. Except in the case of intent or gross negligence on the part of nealhy or our appointees or trustees, we shall not be liable for these special circumstances or for any consequences of the (temporary) inaccessibility or unavailability of the Platform of nealhy or the Account, or in the event of delays and/or malfunctions and/or incomplete operation of the app and/or the website.

You understand and accept that by using our Services, you run a risk vis-a-vis nealhy and Crypto Custodian.

10.11 Laws and Regulations

The digital asset space encompasses a market, technology and legal framework that is relatively new and uncertain. nealhy's services operate within the UAE and is bound to follow Law No. (4) of 2022 Regulating Virtual Assets in the Emirate of Dubai. These services are subject to possible changes or termination depending on the evolution of relevant laws and regulations. It is the user's responsibility to become familiar with and understand



how digital assets and related services are treated, regulated, and taxed under the applicable laws that govern them.

18. Force Majeure

In the event of Force Majeure, we are entitled to suspend the fulfillment of our obligations towards the User and/or to terminate the User Agreement.

If nealthy is still unable to fulfil its obligations after three months, nealthy shall be entitled to terminate the User Agreement or to rescind it (in whole or in part) (for the part of the obligations that nealthy is unable to perform due to the Force Majeure). In such case, the parties shall not be entitled to compensation for any damage suffered or to be suffered as a result of the termination or dissolution.

19. Termination of User Agreement and Account

We are authorized to terminate the User Agreement by giving at least 14 days' notice. In addition, we may terminate the User Agreement at any time as provided in this User Agreement.

You may terminate the User Agreement at any time by sending an email to: support@nealthy.com. There are no costs associated with the termination.

Upon termination of the User Agreement, the balance of your Funds will be transferred to your (most recently used) verified bank account within eight business days, unless there is suspicion or confirmation of abuse or fraud or there is other law or regulation or other lawful ground based on which the disbursement may be suspended. After the Funds have been refunded, the Account (and your Wallet) will be closed.

Prior to the termination of the User Agreement, you must sell your cryptocurrency. If you do not do so, after the expiration of 8 days we have the option to sell the cryptocurrencies on your behalf at a time to be determined by us, and to increase the Funds with the Dollar value so that this value can be transferred to your bank account. You give us authorization to do so. Within this period of 8 days you can also request us by email to transfer the cryptocurrencies to your own wallet, in which case the wallet must meet the conditions set by nealthy. nealthy charges transaction and administration fees for this. nealthy may refuse such a request if nealthy is not permitted to carry out such a transaction based on laws and regulations or instructions from licensed authorities, or to the extent that the User has not responded in a timely, accurate and/or complete manner.

We will not sell the cryptocurrency in case of suspicion or confirmation of abuse or fraud or if there is any other law or regulation or any other legitimate ground on the basis of which the payment can be suspended, until there is sufficient clarity (for us). We may take measures at our own discretion and are never liable for any damage or loss of income due to price fluctuations.

To the extent that it is no longer possible or achievable for us to continue to offer the Services due to Force Majeure, we are entitled to terminate one or more parts of the Services with immediate effect. All outstanding Orders shall at that time expire and all funds shall be withdrawn, whereby the conditions for the processing of Transactions, withdrawals and so forth shall apply without prejudice to the provisions of this article.

20. Privacy

nealthy collects, processes and stores the personal data of the User in accordance with nealthy 's Privacy Statement. nealthy does this, among other things, to comply with its legal obligations and to be able to offer its Services as optimally as possible. The Privacy Statement describes on what grounds personal data are processed, what data are processed and what the reasons for such processing are. You can also read in the Privacy Statement that we will carefully handle your data and will not randomly share it with third parties.

You must agree to nealthy 's Privacy Statement as it is part of the User Agreement. It explains what we need your data for and how we use it. We always ask you to agree to the Privacy Statement prior to providing the Service.

As part of our commitment to regulatory compliance, nealthy will maintain electronic records of all client information for at least eight years. This will include data on clients' investment knowledge, objectives, financial circumstances, and any other relevant information as mandated by the VA Management and Investment Services Rulebook. All such information shall be maintained for at least eight (8) years.

21. Complaints

21.1 Overview



Providing clients with the best service and dealing with them in a fair, timely, and consistent manner is of paramount importance. If a client expresses dissatisfaction with the company or its employees and the matter cannot be resolved by the employee involved, the matter must be escalated to the Senior Management and ultimately to the Board for action. The company will endeavor to investigate all complaints promptly and resolve complaints within a reasonable period of time. The CEO is ultimately responsible for ensuring that all client complaints are handled in a fair and transparent manner.

21.2 Independence

To ensure that customers receive proper handling and investigation of their complaints, no employee who was directly or indirectly involved in the subject matter of the complaint will be involved in the investigation and resolution of the complaint. All complaints will be investigated by the Board of Directors and the Compliance Officer, unless one of the parties is directly or indirectly involved in the subject matter of the complaint. In that case, the complaint will be handled and investigated by the Legal Counsel.

21.3 Procedure

We have adopted the following procedures for the quick and fair resolution of client complaints:

- A Client may make a complaint to the company in respect of any of the company's activities, or the provision of services relating to the company's activities, or notices, and/or employees through the complaint form available on the company's website, an email sent to support@nealhy.com, by raising a support ticket through any of the company's platforms.
- When we receive a complaint via our platform including through the complaint form, email or ticket, a member of the Customer Service Team will attempt to resolve the complaint as soon as reasonably practical and within three business days of receiving the complaint.
- If the complaint is resolved to the satisfaction of the client within three (3) business day, the Customer Service Team member who addressed the complaint must provide in writing to the Board and CO, details of the complaint and the steps taken to resolve it;
- A complaint will not be considered resolved until the customer has indicated that they are satisfied with the resolution of the complaint;
- If the complaint is not resolved to the satisfaction of the client after three (3) business days, the Customer Service Team must escalate the matter to the Board and notify the CO; Page 3 Complaint Resolution Procedure
- The Board will notify the client in writing within two (2) business days that his complaint has been received and is being reviewed. The acknowledgement will include the contact details of the individual responsible for handling the complaint; key particulars of the company's complaints handling procedures; and a statement that a copy of the procedures is available free of charge.
- The Board will investigate the complaint along with any individual Legal Counsel deems appropriate and relevant for a fair and independent enquiry.
- The Legal Counsel will, within 14 business days of receiving the complaint, provide the client with the final response detailing the proposed resolution of the complaint. If the complaint cannot be resolved within 14 business days, the Legal Counsel will notify the client with an update on the status of the complaint, explain any circumstances that is delaying the resolution of the complaint, and indicate the additional time needed to resolve the complaint which must not extend beyond 30 days from the date the complaint was made;
- The Board will provide the client with a response that will include measures taken to resolve the complaint (including the redress and its terms), any remedial action taken, and seek a formal acknowledgement of the acceptance or non-acceptance of the proposed resolution by the client. The response will also provide details by which the client can refer the complaint to VARA if the client is not satisfied with the company's proposed resolution of the complaint.
- The Board and the Support Team will keep the CO notified throughout the complaint handling and resolution. CO will keep a record of all complaints in the Complaints Register and will report them to the Board on a monthly basis;
-

The Complaints Register will include all records of:

- complaints received from clients;
- all measures taken in response to complaints;
- resolution of complaints
- whether the nature of complaints received is indicative of internal control or process failures or arising from a common root.



· any changes made to address a common root or source of complaint, inadequate or inefficient internal controls and/or processes.

21.4 Record Keeping

The Legal Counsel will maintain electronic records of all complaint notifications, investigation papers and other related documents. Electronic copies of these documents will be saved. Records will be retained for a period of at least eight (8) years from the time the complaint was resolved.

21.5. Escalation

If the client is not satisfied with the outcome of the internal complaint handling procedure, the Legal Counsel will provide the contact and email details of relevant persons within VARA to whom the client may refer the complaint.

21.6 It is imperative for the Legal Department of nealthy to promptly notify the regulatory authority concerning the prevailing situation, thereby fulfilling both ethical and legal obligations.

21.7 The Finance Team is tasked with the meticulous compilation of all pertinent financial documents, including but not limited to balance sheets and financial statements. This comprehensive financial overview shall be submitted to the Legal Counsel for a thorough evaluation of the organization's assets and liabilities.

21.8 The Legal Team at nealthy is responsible for articulating a detailed account of the circumstances that have culminated in a 'default' status. This account will serve as the foundation for official communications with the regulatory body. Subsequent to this, a more exhaustive disclosure will be made, incorporating financial liabilities as delineated in point 2.

21.9 Upon the formal authorization and appointment of a Liquidator, the Legal Team shall engage in constructive dialogue with the regulatory authority to establish a mutually agreed-upon roadmap for the ensuing steps in the liquidation process.

21.10 The Legal Team is also charged with providing expert counsel to the Marketing Team regarding the content of the legal notice that is to be disseminated across social media platforms. This is to ensure that the notice is in strict compliance with legal norms and effectively communicates the company's position.

21.11 The final phase involves the execution of the liquidation process, wherein the Legal Team shall assume a supervisory role to ensure that the process is carried out in an orderly, transparent, and legally compliant manner, thereby bringing it to a satisfactory conclusion.

22. Liability

In addition to what is provided elsewhere in this User Agreement, nealthy shall not be liable for any loss or damage to the User arising out of or in connection with:

- o power outages/bugs, or outages/bugs in communication connections and/or equipment and/or other facilities, regardless of whether such connections, equipment or facilities are operated by nealthy or by a third party, or other causes which prevent or delay the User or nealthy itself from using the systems of nealthy and the connected Services, in the context of the performance of the Services; nealthy cannot guarantee that the Services will be available 24 hours a day 7 days a week. nealthy does its utmost to achieve this availability but cannot be held liable if this is not the case.
- o inaccuracies in and/or failure or delay in receiving nealthy -provided price information, calculations, balance statement, quotes or other information provided by nealthy to the User;
- o analyses and/or other information of any kind related to investing in cryptocurrency that is available to User;
- o changes in internal business practices, policy documents and compliance policies that may prevent the User from continuing to use nealthy 's Services;
- o a decrease in value or increase in value of cryptocurrency, losses suffered by the User and/or lost profits;



- o abuse, unauthorized or inaccurate use of the Platform and/or access codes and/or Platform security measures through which access to the Account is gained;
- o the shortfalls of exchanges, payment and settlement systems, or depository institutions;
- o the choices made by User regarding security settings and/or security measures – or the (partial) absence thereof – of the products or services offered by nealthy; and
- o any other damage whatsoever, except if and to the extent it is established that such damage is the direct result of gross negligence or intent on the part of nealthy.

To the extent that nealthy is liable for damages suffered, nealthy 's total liability shall, to the maximum extent permitted by applicable law, be fixed at the sum of the transaction fees paid by you to nealthy for the 6 months immediately preceding the date of any claim giving rise to such liability.

23. Third-Party Service Providers

By working with industry-leading professionals, we enhance the overall quality and efficiency of our services. Each partner brings a specialized skill set and proven track record in their respective fields, contributing to our goal of providing exceptional service to our clients.

23.1 Third Party Risks

nealthy may make use of third-parties to, among others, execute orders or store (digital) assets. Although such third parties have been selected with due care, nealthy does not have over control over these third parties and there is a risk that a third party makes us become insolvent. In such a case, this may result in a partial or total loss of your assets. You understand that no insurance or deposit guarantee scheme applies to your assets stored in your nealthy account.

23.2 Third Party Benefits

We prioritize transparency and open communication with our clients. It is important to note that while we currently do not accept kickbacks or similar forms of compensation from third parties when introducing clients to platforms or services, there may be exceptional circumstances where such arrangements could arise.

In the event that these circumstances occur, we are committed to promptly and transparently communicating this information to our clients.

23.3 Maintenance of VAs from third parties

In order to provide comprehensive services to our clients, we have partnered with a select group of respected industry professionals. These partnerships allow us to provide specialized expertise in various areas of our business:

23.3.1 DFNS SAS

DFNS is responsible for wallet creation and structure. Their expertise ensures the secure and efficient management of digital wallets for our clients.

Terms of Service: <https://www.dfns.co/terms-of-service>

23.3.2 SUM AND SUBSTANCE LTD

Sumsub plays a vital role in facilitating Know Your Customer (KYC), Know Your Business (KYB) and Anti-Money Laundering (AML) processes for our clients. Their expertise in compliance procedures ensures a thorough and efficient verification process. Sumsub will also be used for their fiat transaction monitoring and travel rule solutions to ensure compliance with FATF recommendations and local laws and regulations.

Terms of Service: <https://sumsub.com/terms-of-use/>

23.3.3 Transak Inc.

Transak assists us with seamless off-ramp and on-ramp transactions. Through their services, we are able to provide a smooth and reliable process for converting between virtual assets and traditional fiat currencies.

Terms of Service: <https://transak.com/terms-of-service>

23.3.4 AC HOLDING LIMITED

HAYVN assists us with secure and compliant asset custody solutions. Through their specialized services, we are able to offer our clients a robust and trustworthy environment for safeguarding both virtual and traditional assets.

Terms of Service: <https://hayvnglobal.com/terms-and-conditions>

23.3.5 Tenderly d.o.o.



Tenderly is utilized by our organization to actively monitor and alert on Smart Contract transactions, offering tools such as an Execution Overview and Debugger for transaction analysis, and a sophisticated filtering system. It enhances our surveillance capabilities with live alerting functions for monitoring on-chain activities, detecting anomalies, and enabling rapid emergency responses to maintain the integrity of Smart Contracts.

Terms of Service: <https://tenderly.co/terms-of-service>

23.3.6 Chainalysis Inc.

Chainalysis Know Your Transaction (KYT) is a real-time anti-money laundering (AML) compliance solution for monitoring cryptocurrency transactions. Chainalysis KYT continuously tracks on-chain transactions across multiple cryptocurrencies. It identifies high-risk transactions based on patterns indicative of money laundering, terrorist financing, or other illicit activities.

Terms of Service: <https://go.chainalysis.com/rs/503-FAP-074/images/Government-End-User-Terms.pdf>

23.3.7 Bridge

Bridge is a finance platform designed for efficient asset management, particularly useful for rebalancing stabletokens. Its functionalities focus on providing liquidity, minimizing slippage, and ensuring efficient cross-chain transactions. The platform automates the process of rebalancing stabletokens, ensuring that our portfolio maintains its desired asset allocation without manual intervention.

Terms of Service: <https://www.bridge.xyz/legal>

24. Communication

Communication between you and nealhy will be by electronic means via emails, notifications and support chat. For contractual purposes, you (i) consent to receive communications from nealhy in electronic form; and (ii) agree that all terms, conditions, agreements, notices, disclosures and other communications that nealhy provides to you electronically satisfy any legal requirement that such communications satisfy if they were in hard copy form. The foregoing is without prejudice to your non-waivable rights.

25. Concluding Provisions

The User Agreement and all Orders / Transactions / withdrawals and deposits are governed by Dubai law, Cabinet Decision No. (112) of 2022, and without prejudice to the regulatory powers of the CBUAE and SCA, are applicable to contractual obligations.

In case of disputes, any action by a User shall be brought either before the Dubai courts or before the courts of the place where the User is domiciled, at the User's option.

In case of disputes, an action against a User shall be brought before the courts of the Member State where the User is a resident.

We shall be entitled to modify and/or amend the terms of this Agreement unilaterally. In case of a modification of the User Agreement, the User has the option to terminate the User Agreement immediately.

If one or more provisions of this Agreement is found to be void or declared invalid (for example, as a result of a court ruling), the remaining provisions of the User Agreement will remain in force.

We will communicate with you in English. We can communicate with you online, via email, the app and your Account.

We may amend this User Agreement at our sole discretion. If you do not agree to these changes, you may terminate the User Agreement immediately. Your continued use of the Service after the changes become effective will constitute your acceptance of the changes.

These terms and conditions are available in several languages. If they differ or can be interpreted differently, the English text of the conditions shall be decisive.