

GENERAL TERMS AND CONDITIONS

1. SCOPE AND ACCEPTANCE

- 1.1. These general terms and conditions (**GTC**) set forth the terms and conditions that govern the business relationship between ATME B.S.C (c), a company licensed by the Central Bank of Bahrain as a Category 4 Crypto Asset Service Provider, with its registered office on the 12th floor, Bahrain Financial Harbour - West Tower, Manama, Kingdom of Bahrain (**ATME, we, us**), and its clients (**Client, you, yours**).
- 1.2. The GTC applies to products and services offered by ATME from time to time (**Services**) through its Platform or any other medium that ATME may deem appropriate from time to time.
- 1.3. Please read the GTC carefully. By opening an account with ATME, signing into the Platform, and/or clicking your acceptance of the GTC, you:
 - i. confirm that you have read, understood, and accept the bound by all of the provisions set out in the GTC, Fee Schedule, Market Rules, Listing Rules, the Risk Disclosure Statement, the Privacy Notice, the Cookies Notice and any other document referred to herein as forming part of the GTC;
 - ii. acknowledge that ATME may not be regulated in the jurisdiction in which you reside or which governs you and you will not be subject to protection under any local jurisdiction investor protection scheme;
 - iii. agree that ATME has not actively solicited you; and
 - iv. have independently determined that using ATME's Services is suitable for you in light of your financial condition and financial goals.
- 1.4. We reserve the right to require your affirmative assent and continuing acceptance of this GTC from time to time as a condition of using the Services.

2. DEFINITIONS AND INTERPRETATION

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| Applicable Laws | The laws of the Kingdom of Bahrain |
| Available Balance | In relation to your Client Account and to the relevant sub-accounts the total amount of Digital Tokens or fiat currency available to place Orders. |
| Business Day | Refers to a day in which banks operate in the Kingdom of Bahrain which is Sunday to Thursday, excluding weekends and public holidays declared by the Kingdom of Bahrain |
| Client Account | refers to the account(s) and/or sub-account(s) set up in the Client's name that grants the Client the right to access and use the Services and the Platform. |

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| Compliance Program | refers to all the procedures and policies of ATME in relation to anti-money laundering and combating terrorism financing, which includes provisions regarding customer identification, ongoing due diligence and monitoring, and regulatory reporting. A description of our Compliance Program can be found here . |
| Digital Token | Refers to a cryptographically secured digital representation of real assets, digital assets, or cryptocurrencies that is supported by ATME for trading on the Platform or for which ATME offers related Services. |
| Financial Crime Laws | mean the applicable laws and regulations on anti-money laundering, anti-corruption, counter-terrorist financing, and financial crimes. |
| Client Funds | Means the aggregate fiat and Digital Token balances in a Client Account |
| Instruction | Any Order, request, response, direction or similar communication from you to ATME |
| Intellectual Property Rights | All rights in and to the Platform including all patents, utility models, trade and service marks, rights in designs, get-up, trade, business or domain names, copyrights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing), rights in inventions, look and feel, software (frontend and back-end), know-how, techniques, methodologies, trade secrets and other confidential information, rights in databases and all other intellectual property rights and proprietary rights of a similar or corresponding character, which may now or in the future subsist in any part of the world and any rights to receive any remuneration in respect of such rights |
| Order | An order to buy, sell, or request a price to buy or sell, a quantity of Digital Tokens on the Platform |
| Platform | ATME's user interface providing Clients with access to the Services such as via its website, telephone, chat or other interface provided by ATME from time to time |
| Security Measures | All credentials, passwords, signatures, Wallet keys, and other access control or verification measures associated with and required to access or use the Platform and/or to operate the Client Account and/or Services |
| Wallet | Means the features necessary (such as public and private key) to create and access a wallet that records your Digital Tokens or fiat balances at ATME. |

3. CLIENT ELIGIBILITY AND REPRESENTATIONS AND WARRANTIES

- 3.1. **Natural Persons.** You must be of legal age in your country of residence, or at least 18 years old if residing in the Kingdom of Bahrain, to enter into a contract with ATME, create an account and use the Platform. You represent and warrant that:
- i. you have the right, authority, and capacity to enter into and abide by the GTC and in doing so will not violate any other agreement to which you are a party;
 - ii. your Client Account is personal and will only be used by you;
 - iii. your use of the Platform and Services will not violate any laws and regulations applicable to you, including but not limited to Financial Crime Laws; and
 - iv. you will not rely on any communication or statement (written or verbal) by ATME as investment advice or as a recommendation for any action undertaken by you using ATME's Services.
- 3.2. **Legal entities.** You are duly organized and validly existing under the applicable laws of the jurisdiction of its organization. You represent and warrant that:
- i. the Client Account will only be used by you in relation to the commercial and financial purposes stated by you;
 - ii. you have the right, authority, licenses, and permits, whether internally or externally, or to enter into and abide by the GTC and in doing so it will not violate any other agreement to which it is a party;
 - iii. your use of the Platform and Services will not violate any laws and regulations applicable to you, including but not limited to Financial Crime Laws;
 - iv. you will not rely on any communication or statement (written or verbal) by ATME as investment advice or as a recommendation for any action undertaken by you using ATME's Services.
 - v. You have duly authorised the individuals within your institution applying for a Client Account at ATME, providing information to ATME (including personal data), accessing your Client Account, and availing of ATME Services, or otherwise taking action on your behalf in connection with your prospective, existing, or past Client relationship with ATME.
- 3.3. **Professional Intermediaries:** Whether as a natural person or legal entity, where you extend our Services to your customers, you are acting as a professional intermediary, and further represent and warrant that you abide by applicable Financial Crime Laws governing your relationship with your customers. You agree to submit to ATME's further due diligence and assessment of the same and of your customer due diligence procedures at any stage, including by providing ATME with relevant information on the identity of your customers, the beneficial owners any the money and assets received through Client Account Funds or from ATME Services and, where applicable, the party/parties on whose behalf the customer is acting. In all cases, ATME's obligations under the GTC shall be solely to you and, unless expressly agreed otherwise, ATME accepts no duties, obligations or responsibilities to any other party that you are an intermediary for, regardless of whether ATME is made aware of any such third-party(ies).
- 3.4. **United States of America.** Due to United States regulations and federal laws, United States nationals, United States residents or United States legal persons or entities are strictly prohibited from such access or use of the Platform, and such persons are prohibited from signing up for an account.

- 3.5. **Other Eligibility Restrictions.** ATME reserves the right to limit eligibility of its Services to certain jurisdictions if applicable Applicable Laws, Financial Crime Laws, or any other relevant risk management measures internal to ATME and in ATME's sole internal assessment such limitation.

4. CLIENT ACCOUNT OPERATIONS

- 4.1. **Client Account.** Clients will be required to create a Client Account to use the Platform and Services. ATME reserves the right to accept or reject an application to create a Client Account without disclosing the reason for doing so. Your Client Account will consist of fiat currency(ies) account(s) and any Wallets that you create. Your Client Account will enable you to avail of one or more of the Services set out in section 5. ATME may only access the Client Account's Funds in limited circumstances, such as to provide you with the Services as set out in section 5, to correct errors, to comply with Applicable Laws, or to offset any dues to ATME at the time of termination.
- 4.2. **Onboarding and ongoing due diligence.** In order to submit an application to create a Client Account at ATME you will be required to submit information to ATME to perform its due diligence in accordance with its Compliance Program and complete any measures in relation to our Security Measures. We will treat any personal data you submit in connection with your Client Account consistent with our Privacy Notice. In submitting this or any other Client information as may be required, you verify that the information is accurate and authentic, and you agree to update ATME with Client information at ATME's request or if any information changes. You hereby authorize ATME to make any inquiries, either directly or through third parties, we consider necessary to verify your identity and protect against fraud or other financial crime and to take action we consider necessary based on the results of such inquiries. You agree to answer all questions you are asked in connection with your application and any ongoing due diligence conducted by ATME accurately and fully, and to the best of your knowledge and belief.
- 4.3. **Client fiat money.** ATME does not accept cash deposits. Fiat currency deposits or withdrawals must be received from Client bank accounts that have successfully complied with our Compliance Program, otherwise such deposits or withdrawals will be rejected and returned immediately. Fiat currency withdrawals will only be permitted to Client bank accounts. Fiat currency deposits and withdrawals will be processed during Business Days. ATME is not a bank and your Client Account is not a bank account. ATME will hold your fiat currency/ies held by ATME in trusted banking partners and segregated from ATME's own money. ATME will conduct reconciliation of your fiat money that ATME holds on your behalf. You do not earn interest on your fiat currency/ies held by ATME. ATME may require that you maintain a minimum amount of fiat currency/ies to satisfy banking charges associated with a withdrawal.
- 4.4. **Client Digital Tokens.** Digital Tokens are accessible through client designated Wallets. You will be required to have separate Wallets for each Digital Token you list

or buy on the Primary Market or intend to trade at the Exchange on ATME's Platform. You may choose one or more of the following custody options to manage your Wallets:

- i. **Self custody.** by using ATME's Wallet services you create, store and manage your own Wallets. These Wallets are not a custody account with ATME. Custody of Digital Tokens remains with you at all times.
 - ii. **Third Party Non-Custodial Wallets.** Where ATME permits the use or integration of third party Wallet and Wallet storage services you may use the same Wallets for your Client Account. ATME will list these third party providers on the Platform. Custody of Digital Tokens stored in these Wallets is not provided by ATME and remains with you at all times.
 - iii. **Custody with ATME.** by assigning ATME as your custodian ATME generates and manages Wallets for your Client Account and provides you two-factor authentication to access and transfer your Digital Tokens.
- X. Deposits and redemptions of Digital Tokens will be processed based on the custody option selected by you and the authentication and approval procedures prescribed by ATME, or your third party wallet provider, from time to time. ATME will conduct regular reconciliations of your Digital Tokens.
- 4.5. **Origin of Client Account funds.** You are not permitted to deposit Funds into your Client Account from a sender other than yourself. Any Funds we receive from a sender other than yourself will be considered unauthorized. We reserve the right to investigate the source of any Funds in your Client Account and determine, in our sole discretion, how to handle their disposition. Following our review of any Funds in question and the circumstances by which you received them, we may determine that you are not the owner of such Funds. If such a determination is made, we reserve the right to dispose of these Funds in accordance with Applicable Laws and in our sole discretion, which may include freezing them, returning them to the destination of their origin, or (to the extent permitted under Applicable Laws) to a charity of our choosing.
- 4.6. **Prohibited Use.** You are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not use your Client Account to engage in the following categories of activities prohibited by ATME:
- i. Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
 - ii. Use our Services to pay for or receive, support or otherwise engage in any fraud; money-laundering; or terrorist activities; or other illegal or suspicious activities including but not limited to any activities pertaining to (a) intellectual property

infringement, (b) counterfeit or unauthorized goods; (c) drugs and drug paraphernalia; (d) illegal gambling activities; (e) pornographic or obscene content and services; and (f) multi-level marketing or similar unfair, predatory or deceptive practices.

- iii. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;
 - iv. use or attempt to use another client's Client Account without authorization;
 - v. use the Services other than for your own behalf;
 - vi. threaten, abuse, harass, stalk or otherwise violate or infringe on the legal rights of others, or to incite hateful, intolerant or violent speech or acts against another party;
 - vii. Attempt to circumvent any of ATME's controls or technology, or attempt to access any service or area of our Services that you are not authorized to access;
 - viii. Develop any third-party applications that interact with our Services without our prior written consent;
 - ix. Create or execute false, fraudulent, inaccurate, or misleading information, transactions or activities, including, but limited to, any manipulative or pre-arranged trades;
 - x. use of the Services in connection with the following businesses, activities, practices or items: (a) charities or clubs; (b) investment and credit services; (c) restricted financial services; (d) other regulated products and services.
- 4.7. **Account Security.** When you create a Client Account, you agree to: (a) create Security Measures that you do not use for another website or service; (b) maintain the security of your Client Account by protecting and restricting access to your Security Measures; (c) promptly notify us if you discover or otherwise suspect any security breaches related to your Client Account; and (d) take responsibility for all activities that occur under your Client Account and accept all risks of any authorized or unauthorized access to your Client Account, to the maximum extent permitted by law. ATME does not store or access your Security Measures. You are advised to:
- i. never access the Services from any public internet access point;
 - ii. never access the Services in such a way that third parties would be able to see, access or obtain your Security Measures;
 - iii. keep your Security Measures secret;

- iv. never record your Security Measures on any software or utilise any "save password" facility on your internet browser whereby your Security Measures is automatically saved for future use;
- v. never leave your devices unattended whilst using the Platform or otherwise use your devices and/or the Services / Platform in a place where people can overlook your screen to see your Client Account information;
- vi. keep your devices secure;
- vii. always treat emails you receive from a sender claiming to be from your bank and/or ATME with caution and be wary of emails or calls asking you for any personal security details. We (or law enforcement bodies) will never contact you to ask you for your Security Measures;

You must comply with all instructions which we may give you from time to time in relation to the operation of the Platform, Services, Security Measures and security arrangements in connection with the same.

You agree to cooperate fully with us and any relevant law enforcement body in relation to any investigation into any actual or suspected misuse of your security details, including your Security Measures, and will provide any and all relevant information to assist in any such investigation if requested to do so by us or by law enforcement bodies.

You acknowledge that any use of the internet may be subject to a virus attack and/or communication failure. ATME shall not bear any liability, whatsoever, for any damage or interruptions caused by computer viruses, spyware, trojan horses, worms or other malware that may affect your systems, computer or other devices/equipment, or any phishing, spoofing or other virus attacks. ATME recommends that you use a reputable and available virus screening and prevention software at all times.

- 4.8. **Account Balances, Receipts and Statementing.** Your transaction history will be available to you on the Platform. All deposits, withdrawals, and trade settlements are recorded on our internal ledger and result in adjustments to your Client Account balances. You may view your near-real time balances at any time upon logging into your Client Account. ATME will make available after a reasonable time following receipts for all trades settled in your Client Account by electronic communication detailing the terms of the order or trade, provided, however, that the failure to provide such confirmation or receipt does not prejudice or invalidate any trade in any way. ATME will provide you with monthly account statements. You are responsible for monitoring your Client Account and transaction and statement history. You may report any unauthorized or suspicious activity to ATME using the contact information provided below.

- 4.9. **Errors and Cancellations.** ATME endeavours on a best effort basis to execute all valid confirmed trades on its Platform. You may modify and cancel your trades prior to confirmation. A trade is considered confirmed and actionable once it is confirmed by you and accepted by ATME's Platform and (where applicable) validated on the ATME's blockchain. Once confirmed a trade is binding and cannot be reversed, canceled, or modified. In the event ATME deposits any funds in your Client Account in error (such as any error causing a mismatch between the Order(s) and the Client Account balances, or due to any event of technical degradation of Services), ATME reserves the right to make the correct adjustment, including by withdrawing incorrect funds, from your Client Account.
- 4.10. **Account Termination or suspension.** ATME may suspend, restrict, or terminate your access to any or all of the Services and/or Platform and/or your Client Account at its sole discretion. You acknowledge that ATME's decision to take certain actions, including limiting access to, suspending, or closing your Client Account, may be based on confidential criteria that are essential to ATME's risk management. You agree that ATME is under no obligation to disclose (a) the reason it suspends or closes your Client Account or terminates your access to any or all of the Services and/or Platform, or (b) the details of its risk management to you. You agree to indemnify, defend, and hold all of ATME and its affiliates harmless from all actions, claims, liabilities, losses, costs, attorney's fees, or damages associated with our compliance with any legal process that we reasonably believe in good faith to be valid. You further agree that we and any third-party provider may honor any legal process, regardless of the method or location of service. You may cancel your Client Account at any time by withdrawing all balances and notifying us at the contact information provided below. You will not be charged for canceling your Client Account, but you will be required to pay any outstanding amounts owing to ATME. You authorize us to cancel any pending Orders at the time of cancellation. If your Client Account remains closed or dormant for a long enough period of time, we may be required, upon the passage of applicable time periods, to report any remaining funds in your Client Account as unclaimed property in accordance with abandoned property and escheat laws. If this occurs, we will use reasonable efforts to send you a written notice. If you fail to respond to any such written notice within the time specified therein, we may be required to deliver any such funds to the applicable governmental authority as unclaimed property. We reserve the right to deduct an administrative fee resulting from such unclaimed funds, as permitted by Applicable Laws.
- 4.11. **Lien over Account Balances.** ATME shall have a lien over your Available Balance applicable in the event of termination. In the event of termination, ATME shall have the right to offset any debts owed to ATME by offsetting them against your Available Balance, including by way of deducting amounts owed to ATME in the event of a fiat withdrawal request, seizing any underlying physical assets, and, if applicable, liquidating the physical asset. Other than the recovery of any debts owed to ATME, ATME shall not have recourse to your remaining Available Balance.

5. SERVICES

- 5.1. **Primary Market.** ATME provides (a) tokenisation services, (b) digital token advisory services for market listings, and (c) a platform for primary market listings (where applicable) in connection with an initial listing of digital tokens. Primary market services are only offered to accepted issuers upon assessment of the digital token and related underlying project and is subject to a separate agreement between ATME and you. Tokenisation is provided by smart contract creation of a Digital Token.
- 5.2. **Exchange.** ATME operates an exchange via its Platform which allows you to perform the spot trades. More information about the trading rules can be found in the Market Rules. You may use your Client Account to place Orders to buy or sell Digital Tokens in accordance with the Market Rules. Once an Order is placed, the full amount of funds required to fill the Order (including any fees and charges) are placed on hold in your Client Account until your Order is filled or is cancelled. An Order will be rejected if you do not have enough funds in your Client Account to settle the Order. All Orders on the ledger are complete if and when validated by the ledger validators. All trade settlements are recorded on the ledger and result in adjustments to your Client Account balances. ATME utilises a proprietary blockchain technology.
- 5.3. **Distributed Ledger.** ATME provides and maintains the partial governance of a distributed ledger for the provision of its Primary Market and Exchange services. The ledger is proprietary to ATME. ATME shares governance over the distributed ledger with one or more validators that ATME may name on its public channels.
- 5.4. **Digital Token Custody.** ATME provides (a) custody service for Digital Tokens held in a Client Account; (b) a wallet solution for Clients to self-custody the Digital Tokens on their Client Account. ATME may permit use of some third party wallet storage providers that it lists on the Platform.
- 5.5. **Asset Custody and Redemption.** ATME, through trusted third parties, arranges custody and redemption of asset-backed Digital Tokens. Physical assets (such as metal bars), or ownership representation thereof (such as contracts or property title deeds) may be custodied in the Kingdom of Bahrain or another location of ATME's choosing. Securities and other financial instruments may be subject to deposit or pledging or equivalent measures. You may redeem any assets that consist of your Available Balance of Digital Tokens that are not held for any Orders or for repayment of any liability to ATME, such as ATME's fees and charges. You may submit any related requests to custodied assets, such as verification or redemption requests to ATME. All redemption requests require the surrender and permanent removal of Digital Tokens.

6. FEES AND CHARGES

- 6.1. ATME charges fees, charges, and commissions for its Services and includes without limitation, deposit, trading, withdrawal, custody, and redemption. All fees, charges and commissions are payable to ATME. ATME's fees and charges can be found in:
- i. the Fee Schedule published by ATME;
 - ii. the individual service agreement entered between you and ATME for the asset tokenisation and issuance of Digital Tokens.
- 6.2. In the event the fees listed by ATME do not match the fiat currencies of the applicable Client Account, ATME will use an internal rate to calculate the amount to be charged. The internal rate is updated once a day.
- 6.3. Any ATME fees invoiced to Clients are payable by the due date. In the event a fee is not paid by the due date ATME may take legal action to recover its unpaid debt and close or suspend the Client Account in accordance with section 4.10 or exercise its lien in accordance with section 4.11.

7. RISKS DISCLOSURE.

Digital Tokens are not legal tender. The risk of loss in trading or holding Digital Tokens can be substantial. As with any asset, the value of Digital Tokens can fluctuate and there can be a substantial risk that you lose money buying, selling, holding, or investing in Digital Tokens. Please refer to the Risk Disclosure Statement published on the Platform, which details the general and specific risks associated with Digital Tokens. We will continue to update the Risk Disclosure Statement should in the event of any change in circumstances giving rise to such risks. By accessing the Platform and/or the Services you agree and acknowledge that you understand and have accepted the risks associated with the Services and trading of Digital Tokens.

8. INTELLECTUAL PROPERTY.

All Intellectual Property Rights arising from the Platform or ATME's Services are the property of ATME. You agree and understand that you may not modify, copy, reproduce, retransmit, distribute, sell, publish, broadcast, create derivative works from, or store ATME Intellectual Property Rights without our express prior written consent. We hereby grant you a non-assignable and non-exclusive personal, worldwide, royalty-free license to use ATME and to access the Services and other informational content in accordance with this GTC. All other uses are prohibited. All rights in and to ATME, and not granted herein, are reserved.

9. LIMITATION OF LIABILITY.

- 9.1. **Availability of Service.** We use commercially reasonable efforts to provide you with a reliable and secure Platform, Wallets, and asset custody. From time to time, interruptions, errors or other deficiencies in service may occur due to a variety of factors, some of which are outside of our control. These factors can contribute to delays, errors in service, or system outages. You may experience difficulties in using the Services during these times. You agree that we cannot be held responsible for any failure or delay, including but not limited to (a) any failure or delay to act by any

third-party provider or our depository bank, any other participant, or (b) for any act caused by your negligence. You further agree that we cannot be held responsible for any system failure, scheduled downtime, your inability to access the Platform during periods of high or unprecedented traffic, or other error that prevents us from fulfilling our obligations under this GTC, provided we used commercially reasonable efforts to reduce the occurrence or severity of such issues. You agree and understand that ATME is not liable or responsible to you for any inconvenience or damage to you as a result of such circumstances, which includes any price movements during Service unavailability. You understand and accept that a reasonable remedy in such circumstances is ATME exercising commercial reasonable efforts to return the Platform to service or otherwise resume interrupted Services.

- 9.2. **Reliance and Indemnity on your Instructions.** You agree that we cannot be held responsible for acting on your Instructions or any Order submitted by you. Except if it arises from our negligence, fraud or wilful default, you will be liable to compensate us in full for any losses, costs, liabilities, actions and/or expenses resulting from your failure to comply with this GTC, or resulting from any action taken by us or our agents in accordance with your Instructions.
- 9.3. **Disclaimer of Liability.** EXCEPT TO THE EXTENT REQUIRED BY LAW, ATME HEREBY DISCLAIMS ALL LIABILITY TO YOU, WHETHER IN CONTRACT OR TORT, FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SIMILAR DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH THIS GTC, YOUR USE OR ATTEMPTED USE OF ATME, OR ANY OF THE INFORMATION, SERVICES OR TRANSACTIONS CONTEMPLATED THEREOF. FOR THE AVOIDANCE OF DOUBT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SIMILAR DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH THE GTC, SHALL INCLUDE ANY LOSS OF PROFITS OR LOSS OF EXPECTED REVENUES OR GAINS HOWEVER ANTICIPATED AND/OR LOSSES OF OPPORTUNITIES TO TRADE. MOREOVER, AND ALSO EXCEPT TO THE EXTENT REQUIRED BY LAW, WE HEREBY DISCLAIM ANY LIABILITY TO YOU, WHETHER IN CONTRACT OR TORT, FOR ANY DIRECT DAMAGES OF ANY KIND (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF) IN CONNECTION WITH THIS GTC, YOUR USE OR ATTEMPTED USE OF THE PLATFORM, THE SERVICES OR ANY OF THE INFORMATION OR TRANSACTIONS CONTEMPLATED THEREOF. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY RESULTING DIRECTLY OR INDIRECTLY FROM YOUR USE OF ATME OR ANY SERVICES PROVIDED BY US, INCLUDING, BUT NOT LIMITED TO, ANY LOSS CAUSED IN WHOLE OR IN PART BY ANY INACCURACIES OR INCOMPLETENESS, DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM OUR NEGLIGENCE OR CONTINGENCIES BEYOND OUR CONTROL IN PROCURING, COMPILING, INTERPRETING, COMPUTING, REPORTING, OR DELIVERING THE SERVICES OR THE INFORMATION THEREIN. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN

RELIANCE ON, OR IN CONNECTION WITH YOUR USE OF ATME, THE SERVICES THEREON OR THE INFORMATION THEREIN. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO ANY DAMAGE OR INTERRUPTIONS CAUSED BY ANY COMPUTER VIRUSES, SPYWARE, SCAMWARE, TROJAN HORSES, WORMS, OR OTHER MALWARE THAT MAY AFFECT YOUR COMPUTER OR OTHER EQUIPMENT, OR ANY PHISHING, SPOOFING, DOMAIN TYPOSQUATTING, OR OTHER ATTACKS, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (E.G., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS, OR ANY FORCE MAJEURE. NEITHER WE NOR ANY ATME SERVICE PROVIDER GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO ATME. IF THIS DISCLAIMER OF LIABILITY SECTION IS DEEMED TO CONFLICT WITH ANY OTHER SECTION OF THIS GTC, THIS DISCLAIMER OF LIABILITY SECTION SUPERSEDES THE OTHER SECTION. IN ADDITION TO THE ABOVE, WE ARE NOT RESPONSIBLE OR LIABLE TO YOU IF:

- i. YOU DIVULGE OR GIVE ANY SECURITY INFORMATION AND/OR YOUR SECURITY MEASURES TO ANY UNAUTHORISED THIRD PARTY;
- ii. ANY THIRD PARTY SEES ANY CLIENT ACCOUNT INFORMATION DISPLAYED ON YOUR SCREEN;
- iii. ANY THIRD PARTY OBSERVES YOU WHEN ENTERING YOUR SECURITY MEASURES;
- iv. ANY THIRD PARTY OVERHEARS ANY TELEPHONE CALL THAT YOU MAKE TO US IN CONNECTION WITH THE CLIENT ACCOUNT OR ANY ASPECT OF THE PLATFORM.

10. INDEMNITY.

- 10.1. **Indemnities.** In no event shall we be liable for any act, omission, error of judgment, or loss suffered by you in connection with this GTC or your use or attempted use of ATME. You agree to indemnify and hold us harmless from or against any or all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including reasonable attorneys' fees), claims, disbursements or actions of any kind and injury (including death) arising out of or relating to your use of ATME or our performance of duties to you.
- 10.2. **Legal Costs.** You agree to indemnify us for actual, reasonable legal costs and expenses directly related to your account or any related account that are a result of any regulatory inquiry, legal action, litigation, dispute, or investigation whether such situations occur or are anticipated, that arise or relate to you or your use of ATME. As a result, we will be entitled to charge the Client Account for such costs, including legal and enforcement related costs that we incur. Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and we may place any amounts garnered from you in a separate account, and will pay you the remaining balance after any noted issue has been resolved. Furthermore, you agree that where such anticipated or actual actions relate to a

specific asset in your account, that asset may not be transferred out of the said account until the matter is resolved. We will provide copies of all invoices on request.

11. TAX.

You are responsible for accounting for and meeting all tax liabilities you may incur in connection with your Client Account and as a result of your access to and use of the Services and/or activities on the Platform and for providing any relevant tax authority with any information that is requested from you. You acknowledge and agree that if we are required by any Applicable Laws to withhold any Funds and to transfer them to a relevant tax authority (whether or not in the Kingdom of Bahrain) or to report information about you or your Client Account to any tax authority (whether or not in the Kingdom of Bahrain) then we may do so. You further acknowledge and agree that ATME will not provide you with any tax advice. ATME will consider and comply with any reporting obligations in relation to, among other things the Common Reporting Standard or the United States Foreign Account Tax Compliance Act.

12. GENERAL

- 12.1. **Force Majeure.** You agree and understand that in no event shall we be in breach of the GTC, or liable for delays, failure in performance or interruption of Service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any natural disaster, act of civil or military authorities, act of terrorists, civil disturbance, war, pandemics, strike or other collective labor dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions of the GTC.
- 12.2. **Entire Agreement.** The GTC and all other policies and documents incorporated by reference herein, comprise the entire understanding and agreement entered into by and between you and us (as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind including without limitation any prior versions of this GTC.
- 12.3. **Amendments.** ATME may amend the GTC from time to time at its discretion. If we make changes to this GTC we will notify you of such changes using any of our available communication channels. ATME will ensure that the most recent version of the GTC is always published on its Platform. If you do not agree with any amendments to the GTC your sole remedy is to terminate your use of the Services and close your Client Account.
- 12.4. **Severability.** If any provision of the GTC is found unenforceable or illegal, the remaining provisions will continue in full force and effect.

- 12.5. **Assignment.** This GTC, or your rights and obligations hereunder, may not be transferred by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void. This GTC shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.
- 12.6. **Non-waiver and cumulative rights.** Any delay or failure to exercise any right or remedy under this GTC by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time. Except as expressly provided in this GTC, the rights and remedies provided under this GTC are in addition to, and not exclusive of, any rights or remedies provided by Applicable Laws.
- 12.7. **Language.** This GTC and all documents and information in connection with the GTC and the Platform will be provided to you in English. We will communicate with you in connection with the GTC in English, and we will only accept Instructions and notices from you given in English.
- 12.8. **Notices.** You agree to accept all communications from us via email. If we send an email to the email address on record for your Client Account, you agree and understand that this constitutes notice from us to you. If you email us, this constitutes notice from you to us. For all notices made by email, the date of receipt is considered to be the date of transmission.
- 12.9. **Feedback and complaints.** If you have any questions, would like to provide feedback, or would like more information about ATME, please feel free to contact us at support@atme.com. If you would like to lodge a complaint, please contact us at complaints@atme.com.
- 12.10. **Governing law and dispute resolution.** The GTC, your rights and obligations, and all actions contemplated by, arising out of or related to the GTC shall be governed by the laws of the Kingdom of Bahrain. If you have a dispute with ATME, we will attempt to resolve any such disputes through our support team. If we cannot resolve the dispute through our support team, you may issue a complaint to the Central Bank of Bahrain in accordance with our complaints policy. If we cannot resolve a dispute, then, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution (**ICDR**) in accordance with its International Expedited Procedures. The arbitration shall be held before only one arbitrator appointed by the ICDR. The Place of the arbitration shall be the Kingdom of Bahrain, and the language of the arbitration shall be English.