

## **AGREEMENT ON THE RECEPTION AND TRANSMISSION OF CLIENT ORDERS FOR EXECUTION**

This agreement on the reception and transmission of clients orders for execution (hereinafter referred to as **‘the Agreement’**) has been concluded between:

**UAB Finansų bitė verslui**, legal entity identification number: 304175555, business address: Šv. Ignoto g. 5, Vilnius, the Republic of Lithuania (hereinafter referred to as **‘the Company’**);

and

**the Client**, who has concluded this Agreement electronically and has confirmed that he agrees with the terms and conditions hereof (hereinafter referred to as **‘the Client’**).

This Agreement regulates legal relationships between the Company and the Client in the course of the provision by the Company of the investment service, the reception and transmission of clients orders for execution, namely, in the course of the reception by the Company of the Client’s order regarding the acquisition of the financial instruments to be issued by Kriptomat UAB, legal entity identification number: 305160442, registered office address: Vilniaus g. 31, Vilnius, the Republic of Lithuania (hereinafter referred to as **‘Kriptomat UAB’**) and transferring this order for execution to the financial brokerage firm UAB FMĮ DV INVEST, legal entity identification number: 300153084, registered office address: Konstitucijos pr. 23, Vilnius, the Republic of Lithuania, (hereinafter referred to as **‘DV INVEST’**).

Having regard to specific circumstances, these relationships may also be regulated by applicable legal acts of the EU, laws of the Republic of Lithuania and legal acts implementing them, documents of the Company as well as by the provisions of agreements and other documents of third parties (intermediaries, custodians of financial instruments, depositories, etc.) involved in the execution of the order.

- 1. On the terms and conditions and in accordance with the procedure prescribed by this Agreement, the Company undertakes to accept the order of the Client regarding the acquisition of financial instruments to be issued by Kriptomat UAB. The Client filled the form where informed about the details of his order (amount of financial instruments and the price).**
2. The Parties confirm their understanding that the reception and transmission of Client order for execution a specified in Clause 1 of the Agreement is inextricably linked to the transaction for the purchase of the financial instruments of Kriptomat UAB at the portal (crowdfunding platform) administered by the Company.
3. The order of the Client shall be registered in the order’s register. Only accepted orders shall be binding upon the Company. The Client’s order shall be considered as have been received by the Company when it has been accepted by a person authorised by the Company.
4. The Company shall be entitled to refuse the acceptance of the order *inter alia* in such cases:
  - 4.1. the information contained in the order is manifestly incorrect (e.g. an abnormal price or number of financial instruments), controversial, or insufficient for the proper provision of the service;
  - 4.2. the Company has doubts as to the identity and risk profile of the Client, his ability to conclude transactions and assume rights and obligations by his actions, authenticity of the signature and/or scope of powers;
  - 4.3. the Client fails to execute / improperly executes agreements concluded with the Company (e.g. this Agreement, the General Terms and Conditions of Use of the Portal for the Acquisition of the Financial Instruments, other agreements concluded with the Company);

- 4.4. the Client has failed to pay for previously provided services of the Company;
- 4.5. the Client's order may contradict the provisions of the Agreement, legal acts, or rules of the place where the order would be executed, or best market practices;
5. Having accepted the order, the Company shall no later than within two working days take action to transfer the order for execution, while acting in the best interests of the Client.
6. The Client understands that there is inevitably a time period from making the investment decision of the Client to its transfer for execution and fulfilment, during which market conditions influencing the conditions of the fulfilment of the Client's order may change.
7. The Client agrees that the Client's order be consolidated with the orders of other clients. The Client understands and agrees that the consolidation of orders may affect the transfer and fulfilment of a specific order of the Client and, due to market conditions, it may fail to be fulfilled or be may be fulfilled only partially.
8. At a separate request of the Client, the Company shall provide available information regarding the Client's order and the progress of its acceptance and transfer.
9. The Client may withdraw an order before the moment of its transfer for execution. The Client's order shall be withdrawn by presenting the Company with a notice allowing the identification of the order being withdrawn. The terms and conditions of an order shall be amended by cancelling the previously submitted order and submitting a new one.
10. The Client's order shall be effective within one trading day from the acceptance of the order, unless the order specifies otherwise. Any orders that have not been fulfilled within the established time limit shall become null and void. The maximum validity period of an order shall be thirty days.
11. If the Client fails to be guided by information provided by the Company regarding the unacceptability of a service, transaction and/or financial instruments, the Company shall execute the Client's order as a specific order and shall not be liable for any negative consequences.
12. The Client understands that no investment is possible without assuming investment risks. The Company does not guarantee that the Client will receive profit or will not incur losses by investing in the financial instruments to be issued by Kriptomat UAB.
13. The Client must compensate all expenses actually incurred by the Company (both those known before the submission of the Order and those that become known subsequently) related to the Client's order, transaction and/or financial instruments.
14. The Company, its managers, shareholders, and employees may have interests that may be in conflict with those of the Client at the time of the submission of a specific order and its transfer for execution. The Company shall take reasonable measures to prevent such a conflict of interests from affecting the Client's interests. The Company shall inform the Client about the source of the conflict of interests in case the measures intended to avoid and/or manage conflicts of interests appear to be insufficient.
15. Attention should be paid to the fact that the Company and DV INVEST are mutually linked companies through the management and control. Therefore, the Company and DV INVEST shall beforehand disclose any potential conflicts of interests related to the management (shareholder) structure of those companies.
16. The Client understands that the Company is not the party executing the Client's order. The Client understands that the execution of a specific order of the Client will be subject to the provisions of the documents of DV INVEST (concluded agreements, internal procedures, terms of the provision of services, etc.).

17. This Agreement shall also serve as the Client's authorisation to the Company to perform any actions to ensure that the order stipulated herein is accepted and transferred to DV INVEST. At the request of the Company, the Client shall undertake to immediately sign a separate letter of authorisation and/or other documents which, in the opinion of the Company, are necessary for the proper provision of the service to the Client.
18. The Agreement and all information related to its execution shall be confidential.
19. The Company shall have the right to transfer all or a part of the rights and obligations arising from the Agreement to third parties.
20. The Company shall not compensate any losses incurred due crises or any other adverse changes in the market of financial instruments, fluctuations of exchange rates, or inflation. The Company shall not be liable for any damage incurred by the Client due to actions or failure to act by any third parties (intermediaries, depositories, etc.). The Company does not control the reliability of electric power supply, internet access, strength of communication, route of the transmission of information via the internet, nor the configuration of the Client's equipment. Therefore, the Company does not assume any liability for any damage incurred by the Client, loss of information or personal data, or any other negative consequences arising due to or in connection with disturbances in the operation of transmission or communication systems or disturbances in the in-use hardware, communication, trading systems, or software.
21. Irrespective of any provisions of the agreement concluded by the Company and the Client, the account manager keeping in custody the financial instruments and/or funds of the Client may have the right of retention in respect of the assets (financial instruments, funds) of the Client, the right of set-off by using the assets of the Client or another credit enhancement.
22. The representations, commitments, and warranties of the Client, on which the Company relies in providing the investment service to the Client:
  - 22.1. The Client may not have access to the money he/she invests in financial instruments to be issued by Kriptomat UAB for an indefinite period of time. Therefore, an investment in the financial instruments to be issued by Kriptomat UAB is not suitable for investors that need access to the money they invest.
  - 22.2. The factual amount of payouts of financial instruments to be issued by Kriptomat UAB, if any, is uncertain. The Client may experience the loss of all his/her amounts invested in the purchase of financial instruments to be issued by Kriptomat UAB. All information about the probable payouts and risks associated with such financial instruments is provided in the Offering Documents of financial instruments to be issued by Kriptomat UAB.
  - 22.3. The Client filled information requested by the Company and DV INVEST in the appropriateness test under the MiFID and is acquainted with risks provided by the Company and DV INVEST. The Client represents hereby that he understands the risks related to investing in the financial instruments of Kriptomat UAB.
  - 22.4. The Client has carefully read and agreed to the Offering Document of financial instruments to be issued by Kriptomat UAB and obtained sufficient information in order to make an informed and knowledgeable decision to acquire financial instruments to be issued by Kriptomat UAB.
  - 22.5. The Client is purchasing this financial instrument (to be issued by Kriptomat UAB) in its own account and on behalf of his/her own – not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Client has no present intention of selling, granting any participation in, or otherwise distributing such financial instruments.
  - 22.6. The Client has such knowledge and experience in financial and business matters that the Client is capable of evaluating the merits and risks of such financial instruments (to be issued by Kriptomat UAB) purchase,

is able to incur a complete loss of such investment without essentially impairing the Client's financial condition and is able to bear the economic risk of such investment for an indefinite period of time.

- 22.7. The Client understands and expressly accepts that the financial instruments to be issued by Kriptomat UAB will be purchased at the sole risk of the Client. The Client understands and expressly accepts that the Client has not relied on any recommendations, representations or warranties made by the UAB Kriptomat UAB, crowdfunding platform operator UAB "Finansų bite verslui", financial brokerage firm UAB FMĮ "DV INVEST" and/or other entities, including, but not limited to, conversations of any kind, whether through oral or electronic communication. Without limiting the generality of the foregoing, the Client assumes all risk and liability for the results obtained by the purchase of financial instruments to be issued by Kriptomat UAB and regardless of any oral or written statements made by UAB Kriptomat UAB, crowdfunding platform operator UAB "Finansų bite verslui", financial brokerage firm UAB FMĮ "DV INVEST" and/or other entities by way of technical advice or otherwise, directly or indirectly related to the purchase of financial instruments to be issued by Kriptomat UAB.
- 22.8. The Client understands that he/she bears sole responsibility for any taxes as a result of the matters and transactions the subject of the financial instruments to be issued by Kriptomat UAB and any future acquisition, ownership, use, sale or other disposition of financial instruments to be issued by Kriptomat UAB held by the Client.
- 22.9. The Client additionally warrants that the funds, Client uses to purchase financial instruments to be issued by Kriptomat UAB are not derived from or related to any unlawful activities, including but not limited to money laundering or terrorist financing, and Client will not use the financial instruments to be issued by Kriptomat UAB to finance, engage in, or otherwise support any unlawful activities. To the extent required by applicable law, the Client complies with all anti-money laundering and counter-terrorism financing requirements.
- 22.10. The Client has full legal capacity, power and authority to conclude and properly execute all contracts related to the sale of financial instruments to be issued by Kriptomat UAB by his own (the Client's) actions.
- 22.11. Each Client participating in the sale of financial instruments to be issued by Kriptomat UAB must pass all applicable client identification and anti-money laundering and counter terrorist financing (KYC/AML/CTF) procedures. The results shall be in form and substance satisfactory to financial institution conducting such KYC/AML/CTF procedures. The Client is acknowledged that the financial institution, which is responsible of performing KYC/AML/CTF procedures, has a sole discretion not to allow the Client to become such financial institution's client as well as to remove the Client from such financial institution's clients list if, in financial institution's opinion, there are any doubts regarding KYC/AML/CTF (for example, the Clients who reside in the countries or territories listed by the Financial Action Task Force as having strategic weaknesses in their anti-money laundering and counter terrorist financing framework).
- 22.12. KYC/AML/CTF procedures can be carried by providing necessary information with regard to identification of the Client, beneficial owner and origin of the funds etc. The scope and type of information and documents depends on the type of the Client, the purchase amount and/or other factors. In certain cases (e.g., when additional verification is needed according to governmental rules, decisions, instructions and/or opinions of competent authorities, applicable anti-money laundering and terrorist financing prevention procedures policies) the financial institutions, which is responsible for proper application of KYC/AML/CTF procedures, may, at any time before, during and/or after the sale of financial instruments (to be issued by Kriptomat UAB), demand from the Client to submit additional information and documents (such as a colour photo of the Client's passport or other identity card, a selfie, utility bill or other documents required by authorities to show proof of the Client's identity; sufficient, detailed, official or other

representative documentation (with apostille and/or notarized, if necessary) that evidences the origins of the Client's funds, country of residence as well as any other additional documents and/or information) that respective financial institution finds necessary for the full compliance with KYC/AML/CTF procedures. The Client understands that lack of cooperation with financial institutions regarding any of the KYC/AML/CTF requirements may result in, among others, freezing the Client's assets (e.g. financial instruments to be issued by Kriptomat UAB and/or any payouts or other financial benefits related with financial instruments to be issued by Kriptomat UAB) for unlimited period of time, losses of the Client's assets, inability to control and dispose of the Client's assets, reporting the Client to the law enforcement authorities and other.

- 22.13. In making a decision to purchase financial instruments to be issued by Kriptomat UAB, the Client must rely on its own examination of the issuer UAB Kriptomat UAB and Offering Document of financial instruments to be issued by Kriptomat UAB, including the merits and risks involved.
- 22.14. The offering and the purchase of financial instruments to be issued by Kriptomat UAB has not been recommended, approved or disapproved by any regulatory authorities.
- 22.15. The rights and obligations arising from the purchase of financial instruments to be issued by Kriptomat UAB may not be transferred or assigned by the Client to other third parties except as permitted under the applicable law and Offering Document of financial instruments to be issued by Kriptomat UAB.
- 22.16. The Client will continuously monitor his investments in the financial instruments of Kriptomat UAB and rights, duties related thereto and their changes.
- 22.17. The Client will actively, and on this own initiative, take measures which would allow minimising any potential risk of investments in the financial instruments of Kriptomat UAB.
- 22.18. The Agreement and the order submitted on the grounds hereof are binding upon the Client and do not contradict any provisions of legal acts, contracts or other agreements applicable to the Client, or any decisions of judicial or supervisory authorities.
- 22.19. The Client is financially capable to assume all risks related to investment as well as the rights and obligations and all losses arising from the concluded transactions and the financial instruments to be acquired.
- 22.20. The information provided by the Client to the Company is correct, accurate, and not misleading.
- 22.21. The Client has constant internet access and the e-mail address indicated in the Agreement.
- 22.22. The Client has sufficient non-encumbered assets (financial instruments, cash) to settle for the concluded transaction for the acquisition of the financial instruments of Kriptomat UAB and to cover costs.
- 22.23. The Client will not use the services of the Company with a view to abusing risk and/or in infringement of the provisions of legal acts establishing money laundering and terrorist financing prevention measures.
- 22.24. The Client understands that the Company is not responsible for non-execution of full or part of his order due to reasons indicated in the Offering Document of financial instruments to be issued by Kriptomat UAB.
23. This Agreement is being concluded electronically at the portal administered by the Company. It shall be considered that the Agreement has been concluded and provides the parties to the Agreement with rights and obligations if the Client has confirmed, at the portal administered by the Company, the conclusion of this Agreement by his active actions (e.g. ticked 'I agree', etc.). The Client understands that in case this Agreement is not concluded and the Client does not submit his order provided for in the Agreement to the Company, the Client will not be able to acquire any financial instruments of Kriptomat UAB.

24. All communication relating to this Agreement and its execution shall be maintained between the parties primarily by e-mail (to the Company – hello@desico.io, to the Client – by the Client’s e-mail address indicated at the portal administered by the Company).
25. This Agreement shall enter into effect on the day of its signing and shall remain in effect until the entire fulfilment of the obligations under the Agreement.
26. This Agreement shall be governed by the law of the Republic of Lithuania.
27. Disputes between the Client and the Company shall be resolved by means of well-intentioned negotiations. In case of failure of negotiations, the dispute shall be resolved in a competent court of the Republic of Lithuania in the city of Vilnius.