

CFIX Client Agreement

THE BRIEF

The Company's registered name is **C F I X VIRTUAL ASSETS BROKER & DEALER SERVICES L.L.C S.O.C (CFIX)**, holding a registered Trade License Number (**1501218**). The company is incorporated in the United Arab Emirates, with its registered office located at Office 704, International Business Tower, Business Bay, Dubai. The Company's official website is <https://cfix.com>, and it can be contacted via email at general@cfix.com or by telephone at +971 4 770 6717

Section A: Customer Information

Field	Details
Customer Type	☐ Natural Person ☐ Legal Entity
Nationality	
Document Type	
Issuing Authority	

Legal Entity (Business)

Field	Details
Authorized Person Name	
Trade Name	
Nature of Business	
Business Telephone Number	
Bank Name	
Account Number (IBAN)	
SWIFT Code	

Authorized Person / Natural Person Details

Field	Details
Name	
Nationality	



Document Type

Card Number

ID Number

Issuing Authority

Issuance Date

Expiry Date

Date of Birth

Telephone Number

Alternate Telephone

Email Address

1. Introduction

This Agreement, including the incorporated Terms and Conditions (the “Terms”), constitutes the complete, final, and exclusive expression of the contractual terms governing all accounts maintained by you with C F I X VIRTUAL ASSETS BROKER & DEALER SERVICES L.L.C S.O.C (“CFIX”). By accessing, using, or engaging with any brokerage services provided by CFIX, you expressly acknowledge and agree to be legally bound by the Terms as of the date of your initial use of such services. If you do not accept any provision of the Terms, you must immediately discontinue all use of CFIX services. Please be advised that the Terms may be amended from time to time at CFIX’s sole discretion, and your continued use of the services following any such amendments shall constitute your acceptance of the revised Terms. The Terms further describe, at CFIX’s discretion, certain material risks associated with trading virtual assets and related services. These disclosures are not exhaustive and do not constitute legal, financial, or tax advice. CFIX does not act as your financial advisor, and you are strongly encouraged to seek independent professional advice before entering into any transaction, ensuring that you fully understand the transaction's nature, associated contractual obligations, and potential risks.

CFIX shall ensure that, upon execution of a Client Agreement, a copy of the executed agreement is promptly sent to the client through a durable medium (such as secure email or via the client portal).

Board Approval & Review Cadence

- This Client Agreement was approved by CFIX’s Board of Directors on the 9th of September 2025, and shall be reviewed and re-approved at least annually or upon material changes to CFIX’s business model, regulatory obligations, or service offerings.



Mandatory Disclosures

The following information is disclosed to the Client in accordance with VARA requirements

- **VASP Identity and Details:** C F I X VIRTUAL ASSETS BROKER & DEALER SERVICES L.L.C S.O.C (“CFIX”), licensed by the Dubai Economic Department and Tourism – Trade License No. **1501218** and duly licensed by the Dubai Virtual Assets Regulatory Authority (VARA) IPA/26/09/007 with its registered address as follows: Office 704, International Business Tower, Business Bay, Dubai, UAE. CFIX is a member of the “CFI Financial Group Holding Limited”, and information about CFIX’s parent and affiliated entities (the “VASP’s Group”) is available upon request.
- **Description of Services:** CFIX provides an automated Over-the-Counter (“OTC”) trading service for spot Virtual Assets, executing client purchase and sale orders on an agency basis via market and limit orders. No margin trading, staking, lending, or derivative products are offered under this Agreement. A detailed description of the services and any limits or conditions is provided in this Agreement. Communication between CFIX and the Client regarding services or transactions will occur through (communication channels: e.g., Via online platform (help section), direct email to general@cfix.com) as agreed by the parties.
- **Third-Party Providers and Group Entities:** CFIX may utilize certain third-party service providers or affiliated group entities in the performance of its services under this Agreement. In particular, CFIX employs Fireblocks as a secure digital asset custodian and wallet technology provider, using Fireblocks’ multi-party computation (MPC) platform for the safekeeping of Client Virtual Assets (see “Custody of Assets” below). A description of all material third-party services and their roles is available in CFIX’s policies or website disclosures. CFIX will notify the Client of any significant change in such third-party arrangements that is relevant to the services provided.
- **Custody and Control of Assets:** The Client’s Virtual Assets may be held in one or more omnibus wallets maintained by CFIX or its qualified custodian providers (such as Fireblocks), commingled with the virtual assets of other clients. CFIX maintains detailed, segregated ledger records identifying the Client’s entitlement to assets in any pooled account, with daily reconciliation against on-chain balances. At all times, the Client’s fiat funds (“Client Money”) and Virtual Assets (“Client VAs”) remain the property of the Client. Except where expressly provided otherwise in this Agreement, no title or ownership rights in the Client’s assets are transferred to CFIX or any third party. CFIX shall clearly identify if and when any Client asset is no longer under CFIX’s control during the provision of services, and shall inform the Client of the entity assuming liability for such asset and the jurisdiction where it is held. **For the avoidance of doubt, unless otherwise explicitly stated, all assets provided by the Client remain owned by the Client and are held by CFIX or its custodians for the benefit of the Client.** Should any service or future product require a transfer of ownership of any asset (for example, in a particular settlement process), CFIX will ensure the Agreement clearly describes the timing and scope of such transfer

- **No Deposit Protection:** The Client acknowledges that Client Money and Client VAs do not benefit from any deposit guarantee or insurance protection (for example, there is no government deposit insurance or investor compensation scheme applicable to digital asset holdings). CFI X has implemented internal safeguards for asset protection (including the custodial arrangements described herein), but Client assets are not covered by any statutory deposit protection. The Client bears the risk of loss of value in respect of their assets, except to the extent required by applicable law or explicitly provided in this Agreement.
- **Governing Law:** This Agreement and the relationship between the Client and CFI X shall be governed by the laws of the United Arab Emirates - under the Dubai International Arbitration Centre (DIAC), unless otherwise required by VARA regulations. Any mandatory consumer protection provisions under applicable law will apply notwithstanding any choice of law clause.

Definitions

Defined Term	Definition
Virtual Assets	Any digital representation of value that may be digitally traded, transferred, or used for payment or investment purposes, including cryptocurrencies and tokens, as defined under the applicable laws and regulations issued by the Virtual Assets Regulatory Authority ("VARA").
Spot Market	Non-derivative Virtual Asset trading activities wherein settlement occurs on a near-immediate basis, typically on a T+0 or T+1 timeframe, as applicable.
OTC Trading	Bilateral, quote-based Virtual Asset transactions arranged off-exchange and off-order-book, directly between counterparties and facilitated by CFI X.
Qualified Client	A client who satisfies the eligibility criteria established by VARA for classification as a Qualified Investor.
Institutional Client	Any entity regulated by a recognised and competent financial authority that possesses the requisite experience, expertise, and financial capacity to engage in Virtual Asset-related activities and services in accordance with applicable laws.
Retail Client	Any natural or legal person who does not qualify as an Institutional Client or a Qualified Client and is therefore afforded the investor protection measures applicable to retail participants under VARA regulations.
Agreed Channel	Has the meaning ascribed to it in Clause 2.1.1 of this Agreement.
Acceptance	The act of CFI X, at its sole and absolute discretion, accepting or rejecting any Client Order communicated via an Agreed Channel. Acceptance must occur prior to receipt of any cancellation or modification notice from the Client. In the event of rejection, CFI X may issue a new

	Quote or unfreeze the Client Brokerage Account.
Brokerage Platform	The electronic system(s), including any designated website(s), mobile application(s), or subdomain(s), as notified by CFI, through which Brokerage Services are offered.
Person	Includes any individual, corporation, partnership, joint venture, association, trust, estate, limited liability company, or other legal or natural entity, acting individually or collectively.
Quote	An indicative price—expressed in fiat or Virtual Asset—at which a party is willing to trade a specific quantity of a Virtual Asset. Provided by CFI via an Agreed Channel. A Client's confirmation constitutes a Client Order.
Price Adjustment Loss	Has the meaning attributed to it in Clause 4.2 of this Agreement.
Request	A Client-initiated request for a Quote, indicating (a) whether to buy or sell; (b) the type of Virtual Asset or fiat currency; (c) the quantity; and (d) other relevant terms.
Settlement Date	The date on which consideration under a Brokerage Transaction becomes payable and is settled, as specified in the Quote, Client Order, Acceptance, or under the Brokerage Platform Rules.
Virtual Asset Network	The technological infrastructure—typically using distributed ledger technology—that governs and records the transfer of Virtual Assets relevant to Brokerage Transactions.
Brokerage Platform Rules	The operational rules, terms, policies, and procedures governing the use of the Brokerage Platform, as issued and amended by CFI from time to time.
Brokerage Services	The Virtual Asset facilitation services provided by CFI to the Client, distinct from exchange-based services, and governed by this Agreement and the Brokerage Platform Rules.
Brokerage Trading Hours	The designated hours during which CFI offers Brokerage Services, as communicated or published by CFI.
Brokerage Transaction	A transaction wherein CFI: (a) acquires a Virtual Asset from a third party in response to a Client purchase order and sells it to the Client; or (b) purchases a Virtual Asset from the Client and sells it to a third party. No market risk is assumed by CFI.
Brokerage Transaction Price	Has the meaning assigned in Clause 2.1.6 of this Agreement.
Brokerage Transaction Time	Has the meaning assigned in Clause 2.1.6 of this Agreement.
Client Brokerage Account	The designated account or wallet address assigned by CFI for the Client's use in connection with Brokerage Services.
Client Order	A binding offer or bid by the Client to CFI to purchase or



	sell a specified quantity of a Virtual Asset, at a specified price, in accordance with Clause 2.1.3.
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Note: Unless otherwise specified, all times referenced in this Agreement and related documents shall be interpreted in accordance with Coordinated Universal Time (UTC).

2. Scope of Services Provided by CFI as a VARA-Regulated Broker Dealer

CFIX, acting under its regulatory status as a licensed broker-dealer with the Virtual Assets Regulatory Authority (VARA), provides the following services:

- Facilitation of large-volume, quote-driven Virtual Asset trades through over-the-counter (OTC) brokerage services.
- Execution of market orders for supported Virtual Assets in the spot market.
- Client onboarding, facilitation of Virtual Asset custody through third-party providers, transaction settlement, and ongoing trade monitoring.

CFIX retains full discretion to amend, suspend, or terminate any aspect of the aforementioned services in accordance with applicable laws, risk management frameworks, and regulatory obligations.

This Agreement applies to all trading accounts and centers opened, maintained, or closed via the Company's trading platform, including any electronic access channels or interfaces provided by CFI.

This version of the Agreement constitutes the most current and legally binding agreement between the Client and CFI. It supersedes any previous versions and includes all updates, amendments, revisions, and supplementary policies. Clients agree that any updated versions, notices of amendment, or new terms shall be deemed effectively delivered once published on the Company's official website or communicated via email or trading platform notifications.

2.1 Treatment of Digital Asset Events

CFIX supports trading in Virtual Assets explicitly listed on its platform. If a Virtual Asset is impacted by a protocol-level change (e.g., fork or airdrop), CFI shall:

1. Evaluate the implications within 48 hours of notification,
2. Communicate any changes to support or valuation,
3. Disclose whether affected assets will be credited, unsupported, or converted.

Clients will not be entitled to unsupported forked tokens unless announced in advance.

Client Notification of Forks & Unsupported Assets



- If CFIX elects not to support a forked asset, the Client will be notified and, where feasible, offered a withdrawal window to self-custody the unsupported asset. CFIX will act in good faith to minimize disruption.
- If CFIX elects not to support a forked asset, the Client may request a withdrawal of the unsupported asset to an external wallet within a 30-day window, subject to technical feasibility and applicable law.

CFIX will manage events affecting supported Virtual Assets (such as blockchain forks, airdrops, token swaps, or de-listings) in a fair and transparent manner, as follows:

- **Supported Assets:** CFIX will provide services only in respect of those Virtual Assets that it has officially listed or supports on its platform. The list of supported Virtual Assets will be made available to the Client via the CFIX website and will be updated regularly and when any changes occur. CFIX reserves the right, in its discretion, to add or remove support for any particular Virtual Asset. In the event CFIX decides to cease support for a previously supported asset (for example, due to a network fork or technical issue), CFIX will notify clients in advance whenever feasible and work to facilitate an orderly cessation of support.
 - Disclosure of Token Risk Ratings
- CFIX publishes a Supported Asset Summary that includes risk ratings (Low/Medium/High) and liquidity tiers (A/B/C) for each Virtual Asset. This summary is available on the CFIX website and updated quarterly.
- **Blockchain Forks and Protocol Changes:** If a supported Virtual Asset undergoes a fork (creating a new conflicting version of the blockchain) or any other material protocol change, CFIX will promptly assess the impact of such event as soon as it becomes aware of it. This assessment will determine whether CFIX can continue to support the original asset, the new asset, or both. CFIX will communicate clearly with all affected clients throughout the process. Specifically, CFIX will notify the Client (through email, platform announcement, or other established communication method) about how the fork will be handled. Depending on the circumstances, CFIX may:
 - (i) choose to support one or both of the forked assets;
 - (ii) temporarily suspend trading or transfers for the affected asset(s) while the assessment is ongoing; and/or
 - (iii) require the Client to take certain actions (such as withdrawing assets to an external wallet) if CFIX will not support one of the forked chains. CFIX shall use reasonable efforts to minimize disruption to the Client during such events.
- **Airdrops and Newly Created Assets:** In the event of an airdrop (distribution of new tokens to holders of a Virtual Asset) or any similar event resulting in the creation of a new asset associated with a Virtual Asset held by the Client, CFIX will evaluate the nature and feasibility of supporting the new asset. CFIX is not obligated to support,



credit, or deliver airdropped tokens or new assets until and unless a determination is made that the asset is technically and legally supportable on the CFIX platform. CFIX will inform the Client of the outcome of its assessment. If CFIX decides to support the new asset, it will communicate the timing and mechanism by which the Client will receive access to the asset. If CFIX elects not to support the new asset, CFIX will, where reasonably practicable, facilitate a process for the Client to receive the asset outside of CFIX (for example, by temporary withdrawal windows) or will otherwise act in the Client's best interest consistent with applicable regulations.

- **Discontinued or Delisted Assets:** If CFIX determines that it will no longer support a particular Virtual Asset (for reasons including but not limited to a fork, lack of liquidity, regulatory restrictions, or security concerns), CFIX will provide notice to the Client at least [30] days in advance where feasible. CFIX will give the Client an opportunity to withdraw the affected Virtual Asset from the platform if this is possible, or convert it to another supported asset (if possible as case may arise where this is not – than a solution will be worked upon immediately) during the notice period. After any announced discontinuation date, the Client may be unable to trade or transfer the delisted asset via CFIX, and CFIX may (with the Client's consent or at VARA's direction) facilitate redemption or liquidation of any remaining holdings of that asset for the Client's benefit.
- **Risk of Loss and Mitigation Measures:** The Client acknowledges that changes to underlying protocols, forks, airdrops, or technical events can pose risks to Virtual Assets, including the potential for significant value fluctuations, temporary loss of access to assets, or permanent loss if an unsupported fork is not captured. CFIX has established measures to mitigate risks of loss arising from such events and from failures of its services. These measures include maintaining robust technical infrastructure, continuous monitoring of blockchain developments, and implementing Business Continuity and Disaster Recovery plans to handle unexpected disruptions. In particular, CFIX's custody systems (provided by Fireblocks) employ high-security MPC technology and redundancies to protect Client VAs (see "Custody of Assets" below). Notwithstanding these measures, CFIX does not guarantee that it can prevent all losses or technical issues arising from protocol events. Any residual risk of loss due to unforeseen blockchain events or service failures is borne by the Client, except to the extent caused by CFIX's gross negligence or willful default. CFIX's liability for service interruptions or asset events is further limited by the terms of this Agreement (see "Service Interruptions" and "Liability" clauses). The Client is advised to review CFIX's risk disclosures and to exercise caution when dealing with Virtual Assets around significant network events. CFIX will endeavor to keep clients informed and to act in good faith and in the best interests of clients during any such events.

2.2 Disclosures & Legal Notices

- CFIX is part of a wider corporate group which includes CFI (regulated by SCA). CFIX may utilize shared infrastructure or service providers as disclosed in its outsourcing policy.



- During the provision of VA Activities, there may be moments where Virtual Assets are not under direct control of CFI. The party responsible for custody at each moment is either CFI (internal ledger custody) or its third-party provider Fireblocks, using an MPC-based Omnibus custody solution.
- Virtual Assets and client funds are not subject to deposit protection schemes under UAE law.
- At all times, the beneficial ownership of Client VAs and Client Money remains with the Client, unless explicitly agreed otherwise in writing.

2.2.1 Provision of Agreement to Client

Upon the successful entry into and execution of this client agreement, CFI shall promptly send a full copy of this executed agreement (including applicable Schedules and disclosures) to the client via the agreed channel (as defined herein) for the client's retention, thereby fulfilling the VASP's mandatory requirement under the VARA Market Conduct Rulebook.

2.3 Quote Process, Client Instructions, and Transaction Execution

2.3.1 Throughout the duration of this Agreement, the Client may initiate a Request for a Quote via CFI's Brokerage Platform, email, phone, or any other electronic channel agreed upon from time to time (each an "Agreed Channel"). It is to be noted that Quotes on the platform are streamed, while other channels such as email and phone can follow a normal quote. Platform based quotes will be implemented shortly afterward (Timeline yet to be defined). The Client must ensure sufficient assets are pre-funded into the designated Client Brokerage Account prior to submitting a Request or executing a trade. By doing so, the Client authorizes CFI to freeze the relevant assets to enable settlement and clearing of the ensuing transaction.

2.3.2 CFI may respond to the Request by issuing a Quote through an Agreed Channel. In some instances, CFI may proactively issue or publish a Quote, and upon the Client's confirmation, such confirmation shall constitute a binding Client Order.

2.3.3 Upon receiving a Quote, the Client may place a Client Order—via an Agreed Channel—indicating the intent to buy or sell a specific quantity of Virtual Assets at a specified price (in fiat or Virtual Assets). The Client must act within the timeframe communicated by CFI, and may confirm, amend, or cancel the Client Order within that window.

2.3.4 CFI reserves the exclusive right to accept or reject any Client Order at its sole discretion. Acceptance must occur before CFI receives any cancellation or amendment from the Client. If CFI chooses not to accept the Client Order, it may either issue a revised Quote or release the hold on the Client Brokerage Account.

2.3.5 Except as qualified in Clause 2.1.7, once CFI has accepted a Client Order, such Acceptance shall be considered irrevocable. At that moment, both parties shall be contractually bound to execute a Brokerage Transaction, transferring legal and beneficial ownership of the relevant Virtual Asset, free of any encumbrances, in accordance with the terms specified in the Client Order and Acceptance. These transactions shall be governed by the order of priority as follows:

- (a) any trade confirmation issued by CFI;
- (b) any product-specific terms, addenda, or schedules;
- (c) the Brokerage Platform Rules; and
- (d) this Agreement.

2.3.6 Upon finalizing a Brokerage Transaction, CFI shall issue a transaction summary to the Client, detailing:

- (a) the Virtual Asset involved;
- (b) whether CFI acted as buyer or seller;
- (c) the transaction price ("Brokerage Transaction Price"); and
- (d) the execution date and time ("Brokerage Transaction Time").
- (e) unique order ID as well

A delay or omission in providing this summary shall not invalidate the transaction or give rise to any claim for compensation by the Client.

2.3.7 If CFI identifies a material error in any Quote, Client Order, Acceptance, or transaction confirmation—such as an unintentional deviation from prevailing market rates or other material discrepancies—it shall notify the Client promptly. In such cases, CFI may, at its sole discretion, void the erroneous transaction or modify its terms, provided the error is detected prior to the completion of settlement under Clause 3.2. The Client must notify CFI immediately upon discovering a similar error prior to the Settlement Date, or CFI's right to void or revise the transaction shall prevail.

2.3.8 Only individuals explicitly authorized by the Client ("Authorized Persons") may submit Requests, Quotes, Client Orders, or Acceptances. CFI is entitled to rely, without independent verification, on any communications from persons presenting themselves as Authorized Persons through an Agreed Channel.

2.3.9 CFI disclaims any warranty or guarantee regarding the technical performance, solvency, or commercial integrity of Merchants accessed through its platform. Except in cases of direct liability for Price Adjustment Losses, CFI shall not be held responsible for any fault, omission, or misconduct attributable to third-party Merchants, to the extent permissible under applicable law.

2.3.10 CFI is under no obligation to process transactions outside of its official Brokerage Trading Hours. It may revise these hours at its discretion and shall inform Clients of any changes through appropriate channels.



2.3.11 Use of Automation Tools

Automated Trading System Disclosure. The Client acknowledges and accepts that CFIX operates an automated electronic trading system for the execution of Virtual Asset transactions. CFIX's platform utilizes algorithmic tools and software (sometimes referred to as an "automated OTC execution engine") to price and fill Client orders. This means that when the Client submits an order, CFIX's proprietary algorithms will automatically determine whether and how to execute the trade, including potentially splitting the order, seeking liquidity from multiple sources, or adjusting pricing based on market conditions – all without manual intervention by CFIX personnel.

CFIX represents that its use of automation is intended to enhance execution efficiency, consistency, and fairness. The algorithms (these algorithms are the property of Wyden) were tested to ensure reliable performance under a variety of market scenarios. No human trader's discretion is applied in the normal course of executing individual Client spot orders; the system follows pre-set rules to handle orders in a non-discriminatory manner. WYDEN's automated tools also enforce trading limits and risk checks (such as price collars, maximum order size, and credit balance verification) to protect Clients and maintain market integrity. The Client further acknowledges that CFIX may employ additional automation tools for ancillary services such as transaction monitoring, fraud detection, and customer service chatbots. Any such tools are used under CFIX's oversight and in accordance with applicable laws.

CFIX has controls and oversight mechanisms in place for all critical automated systems. CFIX's technology team and compliance team jointly review the performance of the trading algorithms and other automated processes regularly. In the event of any technical malfunction or errant behavior by an automated system, CFIX will take prompt action (including halting trading if necessary) to mitigate potential harm. By using CFIX's services, the Client consents to CFIX's use of these automated tools. The Client is entitled to enquire about the general functioning of the execution algorithm or other tools, and CFIX will provide answers to the best of its ability without disclosing proprietary or sensitive security information.

CFIX confirms that the automation does not negate any of CFIX's obligations to the Client; CFIX remains responsible for the performance of its platform and compliance with this Agreement and applicable regulations. (This clause makes transparent the use of algorithmic and automated tools in CFIX's service offering, in line with good governance and VARA's Company Rulebook expectations. It assures the Client that while execution is automated, proper oversight is in place.)

Client Right to Opt Out of Automation (Where Feasible)

- Clients may request manual execution for specific trades (e.g., block orders) by contacting CFIX in advance. CFIX will accommodate such requests where operationally feasible and in line with regulatory obligations.

3. Best Execution Policy

CFIX commits to providing best available execution prices for OTC and Spot orders. CFIX utilizes an automated OTC pricing engine that aggregates available liquidity to provide competitive quotes. While execution is not guaranteed at any market reference rate, the firm seeks to align outcomes with fair market pricing benchmarks.

Best Execution Commitment. CFIX is committed to providing best execution for Client orders in accordance with regulatory standards. When executing any order to buy or sell Virtual Assets on behalf of the Client, CFIX will exercise reasonable diligence to obtain the most favorable terms reasonably available for the Client under prevailing market conditions. In determining the best possible result for the Client, CFIX will consider a range of factors including (but not limited to) the price of the Virtual Asset, the cost of execution (such as any applicable fees or spreads), the speed and likelihood of execution and settlement, the size and nature of the order, and any other relevant consideration. CFIX's obligation is to execute orders on terms most advantageous to the Client, taking into account these factors holistically.

Scope of Application: The best execution duty applies to all Client orders received by CFIX for execution in Virtual Assets, except in limited scenarios where VARA's rules recognize an exemption (for example, certain one-off quote-driven trades requested by Licensed VASPs or Institutional/Qualified Investors under specific conditions). Outside of such exceptional cases (which would be disclosed to the Client if applicable), CFIX will treat the Client's orders with the same best execution standards regardless of the Client's classification or counterparty.

Execution Methodology: CFIX operates an automated OTC execution engine. When the Client places an order (whether a market order or limit order) via the CFIX platform, CFIX may fill the order either by matching it internally (i.e., CFIX acting as the counterparty to the trade as a principal) or by sourcing liquidity from third-party exchanges or liquidity providers. In all cases, CFIX will endeavor to fill the order at the best price available to CFIX across accessible markets, with minimal market impact. CFIX's automated system is designed to smart-route or otherwise obtain competitive quotes, taking into account available liquidity and depth. No unnecessary delays or deviations will be introduced in the execution process that could disadvantage the Client.

Transparency of Execution: Before execution, CFIX discloses to the Client the quoted price and any applicable fees for the trade. After execution, CFIX will confirm the execution price and gross/net amount in the trade confirmation. If CFIX acts as principal in the trade, this will be indicated on the confirmation. If CFIX routed the order to an external liquidity source, CFIX remains responsible for the execution quality. In every case, CFIX adheres to the best execution standard and maintains records demonstrating compliance with this obligation. At the Client's request, CFIX will provide information about how their order was executed and the factors considered.

Conflicts of Interest and Controls: CFIX has implemented written policies and controls to ensure that the best execution standard is met for all client orders and that any potential conflicts of interest are identified and managed. These controls include: (i) internal trade governance procedures; (ii) independent price verification to ensure quotes given to Clients are at market-competitive levels; (iii) information barriers to prevent misuse of Client order information; and (iv) ongoing monitoring of execution outcomes. If CFIX were ever to receive an order that could conflict with CFIX's own trading interests or another client's order, CFIX will prioritize the Client's interest and take steps to treat clients fairly. CFIX will not unfairly preference its own account or any particular venue in a way that would disadvantage the Client. In line with Market Conduct standards, CFIX refrains from any conduct that manipulates market prices or conditions; all trading is done with integrity and transparency.

Review and Policy Availability: CFIX will review its execution arrangements and this Best Execution policy at least annually (and whenever a material change occurs in the trading environment or business model) to assess and, if necessary, improve the quality of execution. Material updates to the best execution policy will be communicated to the Client (and, if required, the Client's consent will be obtained for significant changes). A summary of CFIX's Best Execution policy is made available to Clients via the CFIX website or upon request, in compliance with public disclosure obligations.

4. Disclosure of Execution Venue & Routing Logic

- CFIX's automated OTC engine sources liquidity from a curated set of LPs and exchanges. Orders may be routed internally or externally based on price, latency, and fill probability. CFIX does not route orders to affiliated venues without disclosing such relationships.

5. Client Right to Request Trade Execution Report

- Upon request, CFIX will provide the Client with a post-trade execution report, including execution venue, time, price, and any applicable fees or spreads.

3. Settlement of Brokerage Transactions

3.1 Execution and Settlement Terms

Upon execution of a Brokerage Transaction, the Client irrevocably authorizes CFIX to settle such transaction—after deducting any applicable fees—on or before the designated Settlement Date. Settlement may involve:

- (a) Payment of fiat currency in immediately available funds; or
- (b) Transfer of the relevant Virtual Asset via the applicable Virtual Asset Network to the appropriate counterparty.

CFIX may reject any wire transfers where the sender's account name does not exactly match the Client's registered name, or where the transfer raises compliance concerns under CFIX's internal due diligence protocols.



The Client acknowledges that settlement timing is subject to dependencies such as blockchain network confirmation times, banking systems, third-party processing, and other external constraints. CFIX shall endeavor to meet the Settlement Date but reserves the right to revise such date in line with prevailing circumstances, providing timely notification to the Client where reasonably practicable.

3.2 Settlement Delivery Obligations

Upon the Client's prefunding of the necessary fiat currency or Virtual Asset in accordance with Clause 3.2.1, CFIX shall ensure, by no later than the Settlement Date and as soon as reasonably practicable, that:

- (a) Fiat currency is delivered in immediately available funds; or
- (b) The applicable Virtual Asset is transferred to the designated Client Brokerage Account via the relevant blockchain network.

3.2.1 Failure to Pre-Fund and Termination Rights

Where CFIX does not receive the required consideration from the Client within the time specified in Clause 3.2.1, it shall have no obligation to proceed with settlement. CFIX may, at its sole discretion, terminate the pending Brokerage Transaction. Virtual Assets shall be deemed received by CFIX only after achieving finality via the requisite number of blockchain confirmations.

3.2.2 Correction of Transfer Errors

In the event that either Party erroneously transfers an amount of fiat currency or Virtual Asset that exceeds the agreed transaction amount, the receiving Party shall, upon becoming aware of the error, return the excess funds to the rightful owner as soon as reasonably practicable.

3.2.3 Appointment of Settlement Agents

CFIX may appoint third-party agents to facilitate payment or delivery obligations under Clauses 3.2.1 and 3.2.2. Transfers or receipts executed by such agents shall be deemed to have been conducted by CFIX directly.

3.2.4 Client Risk Assumption

The Client acknowledges and assumes all financial, operational, and technical risks associated with Brokerage Transactions, including but not limited to settlement delays, transfer failures, blockchain network congestion, and third-party service disruptions. CFIX is not liable for delays or failures beyond its control and, except in cases of Price Adjustment Loss, makes no warranties regarding successful or timely settlement.

3.2.5 Risk of Total Loss, Margin Requirements, and Stop Out Events

The Customer expressly acknowledges and agrees that investing in high-risk financial instruments and products may result in the total loss or even a loss exceeding the invested

capital. The Customer affirms that they possess the financial capacity to bear such losses, including those that may occur despite placing protective orders such as Stop Loss or Stop Out instructions.

Due to potential extreme market volatility, price gapping, limited liquidity, or foreign market controls, Stop Loss and Stop Out orders may not be executed at the expected price, and losses may exceed the value of open positions. The Company is entitled to demand payment from the Customer for any shortfall or negative balance arising therefrom, and the Customer undertakes to settle any outstanding amounts without delay.

If the ratio of the Customer's net equity to required margin falls below 20% or any other Stop Out threshold agreed upon in writing, the Company and/or its foreign brokerage partners shall have the unrestricted right to liquidate open positions, beginning with those incurring the greatest losses, until the margin ratio is restored to or above the minimum threshold. The Customer acknowledges that actual Stop Out execution levels may be lower than 20% due to prevailing market conditions and that any market-imposed restrictions shall be taken into consideration during liquidation.

3.3 Fees and Charges

CFIX is entitled to levy service fees related to its Brokerage Services. By initiating a Brokerage Transaction, the Client consents to CFIX's right to deduct such fees directly from the transaction amount or proceeds, in accordance with CFIX's fee schedule or as otherwise disclosed.

3.4 Transaction Limits and Trading Controls

CFIX may, at its reasonable discretion, implement or amend trading limitations or risk parameters, including but not limited to:

- (a) Maximum transaction sizes;
- (b) Exposure caps per Client;
- (c) Controls to prevent duplicative or erroneous submissions;
- (d) Any restrictions required by Applicable Laws or CFIX's internal risk framework.

Certain Virtual Assets may only be accessible to Qualified Investors or Institutional Clients. Such limitations may restrict the Client's ability to place Requests or receive pricing responses. Amendments to trading restrictions shall be communicated in a timely manner when practicable.

The Client agrees to pay the fees and charges associated with CFIX's services CFIX's Fee Schedule which is published on CFIX's website. CFIX believes in full fee transparency; all fees charged by CFIX for the services are clearly identified below and no hidden fees will apply:

- **Trading Fees:**



CFIX applies a commission and/or spread on each buy/sell transaction. Spot OTC Trades executed via CFIX may be subject to either

(a) a transparent commission, 0.6% of the trade notional amount, charged in the quote asset or base asset as specified), or

(b) a price spread (i.e., the price quoted to the Client includes CFIX's margin above the market price). The specific fee model and rate for trading are provided in the Fee Schedule available on cfix.com.

For example, the Fee Schedule may specify that Clients categorized as Retail Investors pay a commission of 0.6% per trade, whereas Institutional Clients on a volume-tiered plan might pay lower fees. CFIX will always disclose the applicable fee or spread in the trade confirmation.

- **Deposit and Withdrawal Fees:**
- **Fiat Money:** CFIX may charge a fee for processing fiat deposits or withdrawals (for instance, bank transfer fees). These fees, if any, are detailed in the Fee Schedule (e.g., a flat wire transfer fee or percentage). **Virtual Assets:** For crypto asset withdrawals. CFIX charges a reasonable withdrawal blockchain fee in order to ensure blockchain withdrawals are processed in the fastest possible timeframe. The Client is responsible for any network miner fees, which CFIX may either pass through or deduct at a standard rate disclosed beforehand. CFIX does not typically charge for deposits of Virtual Assets, aside from any network fees incurred. Any exceptions (such as a fee for expedited processing) will be clearly listed.
- **Account Maintenance Fees:** Generally, CFIX does not charge ongoing account maintenance or custody fees for holding Client assets. If CFIX were to introduce any such fee (for example, for extended periods of inactivity or for premium account services), it would be specified in this Agreement or Fee Schedule and implemented only after providing the Client with the required advance notice (as per the amendment clause above).
- **Other Service Fees:** Any other fees for ancillary services (e.g., fiat conversion fees, statement reprint fees, etc.) will be itemized in the Fee Schedule. As of the effective date of this Agreement, no other recurring fees apply. Specifically, CFIX does not charge any fee for opening an account, for customer support inquiries, or for filing a complaint.

All fees are exclusive of any taxes (if applicable). If any value-added tax (VAT) or similar indirect tax is chargeable on a service provided, the Client shall also bear that tax, and it will be added to the fees or otherwise communicated. CFIX reserves the right to update its fees from time to time, subject to the change notification provisions of this Agreement.

The Fee Schedule in effect at the time of the Client's transaction will govern the fees for that transaction. CFIX will not retroactively change fees for transactions already executed. The



Client authorizes CFIX to deduct any applicable fees from the Client's account balance or to include the fee in the transaction execution price, as appropriate.

All fees charged will be clearly reflected in the Client's transaction history or account statements. If the Client has any questions regarding fees, CFIX will provide a breakdown or explanation upon request.

4. Client Representations, Warranties, and Undertakings

4.1 Continuing Reaffirmation

By entering into this Agreement, submitting an Instruction, and on each date a Brokerage Transaction is executed or settled, the Client is deemed to reaffirm the representations and warranties in this Section and CFIX's general Terms & Conditions.

4.2 Client Acknowledgments and Risk Disclosures

(a) CFIX will not act as a Principal Counterparty and operates 100% as agency model

. CFIX acts exclusively as an agent in all Brokerage Transactions and does not assume principal risk or act as a counterparty to the Client. All transactions are executed on a matched or back-to-back basis with third-party liquidity providers. The Client acknowledges that settlement may be subject to execution risks or delays arising from counterparty failures. In such events, CFIX will make reasonable efforts to source alternative liquidity and facilitate execution, but shall not bear financial liability for adverse price movements or failed settlement unless otherwise mandated by applicable law.

(b) Issuer Independence

Unless explicitly disclosed, CFIX has no affiliation with Virtual Asset issuers. Any potential conflict shall be addressed in line with VARA's disclosure requirements.

(c) Neutral Brokerage Role

CFIX does not receive commissions, fees, or other benefits from third parties relating to Brokerage Transactions and operates with strict impartiality across asset classes and issuers.

(d) Retention of Price Improvements

The Client agrees that any pricing benefits arising from execution improvements shall be retained by CFIX.

(e) Transactional Authority

The Client grants CFIX authority to facilitate, execute, settle, and, where necessary, take account-level actions (e.g., freezing, unfreezing, adjusting balances) in furtherance of Brokerage Transactions.

(f) Regulatory Compliance



The Client represents compliance with all relevant AML/CFT, KYC, and sanctions laws and agrees to furnish documentation as required by CFI X or regulatory authorities.

(g) Ownership of Accounts

All Client accounts or wallet addresses are owned exclusively by the Client and are free from any third-party interests.

(h) Supplemental Due Diligence

Beyond onboarding obligations, CFI X may request additional documentation to meet compliance requirements. The Client affirms that all such submissions are truthful, accurate, and not misleading.

(i) Beneficial Ownership of Brokerage Accounts

All Client Brokerage Accounts shall remain under the full legal and beneficial ownership of the Client before and after transaction execution.

(j) No Fiduciary or Advisory Duty

CFI X does not provide advisory or fiduciary services in relation to any transaction governed by this Agreement.

(k) No Virtual Asset Representations

CFI X makes no express or implied warranties about the characteristics, performance, or functionality of any Virtual Asset or associated network.

(l) Completion of Transfers

CFI X is considered to have satisfied its delivery obligations upon issuing valid transfer instructions to the applicable blockchain network. CFI X may rescind a transaction and refund the Client if such Virtual Assets become inaccessible due to external failures.

(m) Client's Expertise and Suitability

The Client confirms a level of financial and technical knowledge sufficient to evaluate, understand, and accept the risks involved in Brokerage Transactions.

(n) Trading Risk Acknowledgment

The Client acknowledges that trading Virtual Assets involves risks, including fraud, failure of settlement, and system disruptions. CFI X shall not be liable for such risks where arising from factors beyond its control.

4.2.1 Independent Decision-Making

The Client confirms that it has not relied on any statements or representations outside this Agreement and assumes full responsibility for compliance with Applicable Laws. Legal advice is recommended where required.



4.2.2 Misconduct and Breach Consequences

The Client shall not engage in prohibited conduct, including but not limited to fraud, market abuse, manipulation, or platform misuse. In case of breach, CFIX reserves the right to:

- (a) Investigate the matter;
- (b) Suspend or terminate account access;
- (c) Report violations to regulatory authorities; and
- (d) Pursue legal remedies.

Any resulting losses or liabilities shall be the sole responsibility of the Client. CFIX disclaims all liability for damages arising from Client misconduct or non-compliance with Applicable Laws or this Agreement.

4.3 Confirmation of Client Asset Ownership

The Client represents, warrants, and covenants that all fiat funds and Virtual Assets (collectively, "Assets") which the Client deposits with, transfers to, or uses through CFIX are beneficially owned by the Client, and that no other person or entity has any right, title or interest in such Assets.

The Client is not acting as nominee or trustee for any third party in using CFIX's services, and the Assets are free of any liens, security interests, or other encumbrances (except as expressly agreed in writing for the purposes of using CFIX's services).

The Client further confirms that all Assets provided to CFIX originate from lawful sources and activities, and that the Client will only use Client Money and Client VAs (as defined under VARA rules) that belong to the Client and that the Client is legally entitled to use. Third-Party Funding Prohibited: Unless explicitly permitted by CFIX in writing (and in compliance with VARA regulations), the Client shall not deposit or attempt to trade using any Asset that is owned by a third party.

The Client understands that CFIX's policies prohibit so-called "third-party deposits" or payments – meaning CFIX will only accept fiat transfers from bank accounts or wallets registered in the Client's own name, and will only accept Virtual Asset deposits from the Client's own blockchain addresses or wallets (subject to CFIX's verification).

Any breach of this provision may result in rejection of the deposit, suspension of the Client's account, or other appropriate measures. Verification: Upon CFIX's request, the Client agrees to provide any information or documentation that CFIX deems necessary to verify the Client's ownership of Assets or the source of funds, as part of ongoing compliance with anti-money laundering and VARA Broker-Dealer requirements. CFIX may, in its discretion, refuse to accept

or allow the use of any Asset if CFI is not satisfied that the Client is the legitimate owner or that the source is lawful.

Consequences of Misrepresentation: If at any time CFI discovers that any Asset held or traded in the Client's account is not truly owned by the Client (for example, if the Client is acting on behalf of a third party without disclosure), CFI reserves the right to take immediate action. Such action may include freezing the relevant Assets or account, reporting the issue to VARA or other competent authorities, and/or terminating this Agreement for breach.

The Client shall indemnify and hold harmless CFI for any losses or regulatory penalties arising out of any misrepresentation of asset ownership.

4.4 Investor Classification and Acknowledgment

For the purposes of compliance with VARA regulations and the VARA Market Conduct Rulebook Part IV, CFI has classified the Client as a **Retail/Qualified/Institutional** Investor. This classification is determined based on the information the Client has provided during onboarding and reflects the Client's financial status, investment experience, and qualifications against VARA's criteria for investor classes.

- **If classified as a Retail Investor**, the Client is an investor who is not a Qualified or Institutional Investor. Retail Investors receive the highest level of regulatory protections under VARA's framework. CFI will ensure that all required risk disclosures, suitability assessments (if applicable), and protective measures are applied for the Client's benefit.
- **If classified as a Qualified Investor**, the Client has met the definition of a Qualified Investor under VARA rules (for example, by demonstrating a certain level of net assets and expertise). Qualified Investors are afforded a degree of regulatory protection but potentially less than Retail, acknowledging their greater experience and financial capacity. CFI may, where permitted, offer certain products or terms to Qualified Investors that differ from those for Retail clients (such differences will be made clear in the Agreement or accompanying materials).
- **If classified as an Institutional Investor**, the Client is an entity such as a financial institution or large corporation that meets VARA's Institutional criteria. Institutional Investors are generally deemed capable of evaluating investment risks independently and negotiating terms. Some retail-focused rules may not apply in the same way to Institutional clients.

The Client acknowledges and accepts their classification as stated above and understands the implications of this status. The Client agrees that they have provided accurate and complete information to facilitate this classification.

The Client further undertakes to promptly inform CFI of any change in circumstances that could affect their investor classification – for instance, changes in financial standing or

qualifications that might cause the Client to be re-classified under VARA rules. CFIX will not reclassify the Client without reasonable basis or without notifying the Client.

Should the Client wish to opt for a higher category of protection (for example, a Qualified Investor choosing to be treated as Retail for greater safeguards, if permitted by VARA), the Client may request this in writing, and CFIX will consider such request in line with regulatory guidelines.

Conversely, if the Client seeks to be treated as a higher category (e.g., Retail to Qualified) and can demonstrate eligibility, CFIX will review the documentation and may require the Client to sign an acknowledgment of reduced protections.

The Client confirms that CFIX has explained the key differences in regulatory protections and obligations applicable to the Client's classification. In particular, the Client is aware that Retail Investors benefit from comprehensive conduct safeguards (e.g., fuller disclosures and possibly stricter complaint handling standards), whereas Qualified or Institutional Investors may not be entitled to certain protections designed for less experienced investors.

4.5 Client Classification Reassessment Protocol

- CFIX will reassess the Client's classification if there is a material change in the Client's financial standing, trading behavior, or regulatory status. Clients may request reclassification in writing, and CFIX will evaluate eligibility in accordance with VARA criteria.

4.6 Client Right to Request Reclassification

- The Client may request reclassification (e.g., from Qualified to Retail) by submitting a written request with supporting documentation. CFIX will assess eligibility and respond within 10 business days in accordance with VARA's investor protection framework.

Regardless of classification, CFIX will act with honesty, integrity, and fairness in its dealings with the Client, and this Agreement's terms seek to reflect appropriate protection per the Client's category.

5. Supplementary Provisions

5.1 Amendments to the Agreement

CFIX reserves the unilateral right to amend or modify the terms of this Agreement at its sole discretion. Any such amendments shall become effective upon providing the Client with not less than thirty (30) calendar days' prior notice, unless immediate changes are required to comply with applicable laws or regulatory directives.

Client Notification of Material Service Changes

- CFIX will notify Clients at least 30 days in advance of any material change to its custody model, execution methodology, or third-party service providers that materially affect Client rights or asset safety.

5.1.1 Consent to Data Processing

By entering into this Agreement, the Client expressly authorizes CFIX to collect, store, use, and process personal and transactional data for purposes including, but not limited to, regulatory compliance, transaction execution, risk monitoring, operational support, and record retention in accordance with applicable data protection laws and CFIX's Privacy Policy. The Client retains the right to withdraw such consent upon providing reasonable prior written notice, subject to CFIX's legal, regulatory, and contractual obligations.

5.1.2 Acknowledgement of Incorporated Policies and Disclosures

By entering into this Agreement, the Client expressly confirms having **read, understood, and agreed to** the following documents, which are incorporated by reference and form an integral part of this Agreement:

- (a) CFIX's Order Execution Policy
- (b) Privacy Policy
- (c) Risk Disclosure Statement
- (d) Conflict of Interest Policy
- (e) Any additional terms, updates, disclosures, legal amendments, or regulatory notices issued by CFIX via email, website publication, or platform communication
- (f) The Client acknowledges that it is their responsibility to remain updated on all such documents and any amendments, as made available through the Company's designated communication channels.

5.2 Limitation of Liability

(a) Exclusion of Indirect Damages

CFIX, along with its directors, officers, employees, agents, affiliates, and contractors ("CFIX Parties"), shall not be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages, including but not limited to loss of profits, business interruption, loss of data, or reputational harm—irrespective of the legal theory—whether arising in contract, tort, or otherwise, even if CFIX Parties were notified of the possibility of such damages.

(b) Third-Party Disclaimers

CFIX Parties shall not be liable for any losses arising from delays, disruptions, or failures caused by third-party service providers, except in cases involving Price Adjustment Loss. CFIX is not responsible for losses or delays arising from events beyond its reasonable control.

(a) Force Majeure

CFIX shall not be held liable for any failure or delay in performing its obligations under this Agreement due to events beyond its reasonable control, including but not limited to technical failures, power outages, cyberattacks, blockchain malfunctions, network congestion, acts of God, war, regulatory restrictions, or governmental orders.

(b) Client-Caused Losses

CFIX shall not be responsible for any losses resulting from Client negligence, errors, unauthorized activities, or violations of the terms and obligations of this Agreement.

(e) Liability Cap

CFIX's total liability to the Client in respect of any Brokerage Transaction shall be limited to the lower of:

- (i) the monetary value payable to the Client under the relevant transaction;
or
- (ii) the actual direct damages suffered by the Client.

5.2 Client Escalation & Complaint Procedures

Clients may escalate complaints related to service performance, execution, or platform access by writing to **complaints@cfix.ae**. Escalations will be reviewed within 15 business days.

If unsatisfied, clients may request a second-level review by CFIX's Compliance Officer or refer the matter to VARA for regulatory intervention

5.3 Governing Law and Dispute Resolution

This Agreement shall be governed by, and interpreted in accordance with, the laws of Dubai, United Arab Emirates. Regulatory oversight is subject to the jurisdiction of the Virtual Assets Regulatory Authority (VARA).

All disputes arising out of or in connection with this Agreement shall be resolved through arbitration administered by the Dubai International Arbitration Centre (DIAC). The arbitration shall:

- (a) Be conducted in English;
- (b) Be presided over by a panel of three (3) arbitrators;
- (c) Be seated in Dubai, UAE; and
- (d) Render a final, binding award with no right of appeal.

The Parties agree that no arbitration shall commence unless a 45-calendar day amicable dispute resolution period has first been exhausted.

CFIX reserves the right to disclose relevant Client information or transactional data, without prior notice, to the following authorities if required by applicable law:

- (a) Virtual Assets Regulatory Authority (VARA)
- (b) Central Bank of the UAE (CBUAE)

- (c) Securities and Commodities Authority (SCA)
- (d) UAE Financial Intelligence Unit (goAML)
- (e) Dubai Public Prosecution and Courts
- (f) Any competent court or authority within the UAE

5.3 Complaints Escalation and Resolution

CFIX maintains a comprehensive complaint handling procedure to ensure that any Client complaint is addressed promptly and fairly. In the event the Client has a complaint regarding CFIX's services, the following process shall apply, consistent with regulatory requirements

- **Submitting a Complaint:** The Client may submit a complaint through CFIX's designated channels, which include (i) completing a Complaint Form available on CFIX's website or client portal, or (ii) contacting CFIX's support team via [support email/online ticket system] with details of the issue. CFIX provides a user-friendly template and instructions to facilitate the filing of complaints, but will accept and recognize any complaint submitted through other reasonable means as well. There is no fee or charge for lodging a complaint
- **Acknowledgment:** CFIX will acknowledge receipt of the Client's complaint in writing (which may be by email) within one (1) week from the date the complaint is made. The acknowledgment will include a tracking reference (if applicable) and the name or department of the CFIX representative handling the complaint.
- **Investigation and Resolution:** CFIX will investigate the complaint diligently and aim to resolve all complaints within four (4) weeks of receiving the complaint. If a complaint is complex or involves circumstances that prevent resolution within four weeks, CFIX will inform the Client of the delay. In such case, by no later than the end of the fourth week after the complaint was received, CFIX will send the Client an update explaining the extraordinary circumstances causing the delay and providing an updated timeline for resolution. In any event, CFIX shall resolve the complaint no later than eight (8) weeks from the date it was initially received, except where further delay is expressly permitted by VARA or other applicable law.
- **Communication and Updates:** Throughout the complaint resolution process, CFIX will keep the Client reasonably informed of the status of the investigation. If the Client has provided complete contact information, CFIX will notify the Client once the complaint is resolved or if further information is required from the Client to assist in resolution.
- **Involvement of Third Parties:** If the Client's complaint involves services or activities performed by a third-party provider or an affiliate of CFIX, CFIX will coordinate with that party as needed to investigate and resolve the issue. CFIX remains responsible for the final resolution of the complaint vis-à-vis the Client, even if the matter involves a third-party service provider. The Client will not be required to follow up separately with any outsourced provider; CFIX will manage any necessary escalation on the Client's behalf.

- **No Retaliation or Fees:** CFIX will handle all complaints in a manner that is fair to the Client. The act of submitting a complaint will not prejudice the Client's rights or access to services, and CFIX will not impose any penalty, fee, or charge in connection with the submission or handling of a complaint.
- **Record-Keeping:** CFIX will maintain a record of all complaints received, including the nature of each complaint, measures taken in response, and how each complaint was resolved. These records are retained in accordance with regulatory requirements and are used to help CFIX identify any recurring issues and improve its services.
- **Escalation of Unresolved Issues:** If a complaint is not resolved to the Client's satisfaction or remains unresolved after eight weeks, the Client may request that the matter be escalated to higher management within CFIX. CFIX shall provide the Client with a final response outlining the outcome of the investigation and any remedies or next steps. In the event the Client is dissatisfied with CFIX's final response, or no final response is provided within the above timeframe, the Client has the right to escalate the complaint to VARA or an appropriate dispute resolution authority. CFIX will provide information on how to contact VARA (the regulator) or any designated ombudsman or alternative dispute resolution (ADR) body in such case. Any such escalation to an external body will be handled in accordance with that body's rules. This Agreement does not prejudice the Client's right to seek judicial or regulatory recourse if a dispute cannot be amicably resolved.

5.4 Electronic Access and Trading Addendum

(a) Access to CFIX Trading System

CFIX may grant the Client access to its proprietary Brokerage Platform or any affiliated trading interface (the "Trading System") subject to this Addendum.

(b) Binding Transaction Requests

Any order or instruction ("Request") transmitted through the Trading System and accepted by CFIX shall constitute a legally binding Brokerage Transaction under this Agreement.

(c) Limited License Grant

CFIX grants the Client a limited, revocable, non-transferable, and non-exclusive license to access and use the Trading System solely for purposes permitted under this Agreement. CFIX retains all ownership and intellectual property rights in the Trading System.

(d) Access Credentials and Security

The Client is solely responsible for maintaining the confidentiality and security of access credentials. CFIX shall not be held liable for any unauthorized access, misuse, or breaches arising from the Client's failure to secure its credentials.

Incident Notification and Communication



In the unlikely event of a material security incident, cyber-attack, technical failure, or other event that significantly impacts the integrity of the CFIX platform or the safety of Client assets (an “Incident”), CFIX will promptly notify affected clients and keep clients informed as the situation evolves.

Communication of incidents will occur through one or more of the following channels: email to the Client’s registered email address, in-app or website notifications, and/or public announcements on the CFIX website. The notification will include a brief description of the incident, the known or suspected effects on Client assets or data, and the steps CFIX is taking to address and mitigate the incident. CFIX will issue the initial incident notification as soon as reasonably practicable, typically **within [24] hours** of CFIX becoming aware of a qualifying incident that materially affects Clients. Subsequent updates will be provided if the incident is ongoing, including information about remediation progress and any actions required from Clients (for example, password resets or heightened vigilance for phishing).

CFIX will also inform Clients when the incident has been resolved or contained. If a cybersecurity event involves potential unauthorized access to Client Virtual Assets or personal data, CFIX’s communication will advise the Client on immediate steps to protect their account (such as enabling additional security measures or monitoring account activity). CFIX’s dedicated support will be available to address Client questions or concerns throughout the incident response period. Client Cooperation: The Client agrees to review any incident communications from CFIX promptly. In certain cases, CFIX may request the Client’s cooperation, for instance in verifying transactions or not executing new orders until a technical issue is resolved. The Client should follow any such guidance to help ensure their own asset security and the stability of the platform.

Regulatory Reporting: The Client acknowledges that CFIX may also be required to notify VARA or other regulators of certain incidents (such as data breaches or outages) in parallel with client communications. CFIX’s communications to the Client will be consistent with its regulatory obligations, and vice versa. This incident communication policy is provided to reassure the Client that CFIX has a plan in place for timely and clear communication during disruptive events, in compliance with industry best practices and regulatory expectations. However, nothing in this clause shall be interpreted to create a guarantee of absolute security or to expand CFIX’s liability beyond what is stated elsewhere in this Agreement.

CFIX’s commitment is to be transparent and responsive in the face of incidents, prioritizing the Client’s interests and the ongoing protection of Client assets.

5.5 Risk Disclosure and Investment Suitability

Trading in the Company’s products and services involves a high degree of risk and may not be suitable for all Clients. The Client acknowledges that they must have the financial ability to absorb a total or substantial loss of the capital invested and that they are fully aware of the market, liquidity, volatility, and counterparty risks associated with such investments.



If the Client is uncertain about the implications of this Agreement or the risks involved in trading, they are strongly advised to seek independent legal, financial, or investment advice from a qualified and licensed professional prior to entering into this Agreement or submitting any orders.

Once an order is submitted to CFI, this Agreement shall constitute the governing framework of the Client's legal and operational relationship with the Company.

6. Use of the Trading Services

6.1 Trading Parameters and Controls

To preserve market integrity and operational stability, CFI may impose limits or conditions on Client usage. These may include:

- (a) Maximum order size restrictions;
- (b) Client-specific exposure limits;
- (c) Filters to detect duplicative or erroneous trades;
- (d) Measures to comply with internal policies or applicable regulations.

CFI may amend such parameters at its discretion, with notice where practicable. The Client must adhere to such limits and remains liable for any breach thereof. Even when Requests meet the stated parameters, CFI retains discretion to withhold execution or confirmation.

6.2 Execution and Accuracy of Transactions

CFI shall not be liable for any Request not received, delayed, or inaccurately transmitted. Executions are based solely on data actually received by CFI's systems.

6.3 No Fiduciary Relationship

The Client acknowledges that CFI does not act in an advisory, fiduciary, or trust capacity. No part of the Trading Services shall be construed as financial advice, investment guidance, or portfolio management.

6.4 Use Restrictions and Intellectual Property Protection

The Client shall not:

- Resell, license, distribute, or commercially exploit the Trading System;
- Reverse engineer, decompile, or disassemble any portion of the Trading System;
- Allow third-party access to the Trading System without prior written approval.

Any such violations will lead to immediate termination of access and the pursuit of injunctive or equitable relief in accordance with applicable law.

6.5 Execution Pricing

Brokerage Transactions are executed at the Quote price provided by CFIx at the time of execution. This price may differ from market prices available via other platforms or third-party providers.

6.6 Service Disruptions and Operational Risks

CFIX does not warrant continuous or uninterrupted availability of the Trading Services. Temporary outages or performance issues may occur due to system maintenance, network disruptions, or other unforeseen factors. CFIx is not liable for any resultant damages, losses, or costs.

CFIX may execute trades at prices that deviate from what the Client observes through the interface, subject to prevailing market conditions and liquidity.

6.7 Suspension or Termination of Access

CFIX may, without liability and with or without notice, suspend or terminate Client access to Trading Services for reasons including but not limited to:

- System modifications or upgrades;
- Regulatory or compliance requirements;
- Changes to trading conditions or parameters.

No entitlement to continuous access or use of the Trading Services shall be assumed by the Client.

7. Client Declarations and Assurances

Each time the Client accesses or utilizes the Trading Services, the following representations and warranties shall be deemed reaffirmed:

7.1 Legal Authority and Binding Obligations

The Client confirms that it possesses full legal authority and has undertaken all requisite corporate or individual actions to validly enter into and be bound by this Electronic Access and Trading Addendum, which remains fully enforceable in accordance with its terms.

7.2 Truthfulness and Accuracy of Information

The Client warrants that all information submitted to CFIx, whether orally, electronically, or in written form, is true, complete, and accurate in all material respects. The Client undertakes to promptly notify CFIx of any material changes to such information.

7.3 Regulatory Compliance



The Client undertakes that its access to and use of the Trading Services shall comply at all times with applicable laws, regulations, and regulatory guidelines, including those prescribed by the Virtual Assets Regulatory Authority (VARA) and any other competent UAE authority.

8. Market Data Use and Intellectual Property

In relation to Quotes, market data, and other information disseminated through CFI's Trading Services, the Client agrees and acknowledges that:

8.1 Accuracy and Reliability Disclaimer

- (a) CFI makes no representation as to the accuracy, completeness, or reliability of any Quote, market data, or related information.
- (b) CFI shall not be liable for any actions taken, decisions made, or omissions by the Client based on such data or Quotes.

8.2 Permitted Use and Legal Compliance

The Client shall use such data solely in accordance with this Addendum and in full compliance with applicable law.

8.3 Intellectual Property and Use Restrictions

All proprietary data, including Quotes and market information, remains the sole intellectual property of CFI or its licensors. The Client shall not:

- (a) Redistribute, reproduce, publish, display, transmit, or otherwise disclose such data to any third party unless explicitly required by law.
- (b) Modify, enhance, create derivative works from, or combine such data with other datasets without CFI's prior written approval.

9. Monitoring, Oversight, and Enforcement

CFI reserves the absolute right to monitor all Client activity on the Trading System to ensure adherence to this Addendum, its internal compliance protocols, and applicable legal requirements.

The Client expressly acknowledges that:

- (a) CFI and its affiliated entities may record and analyze the Client's use of the Trading System.
- (b) CFI retains full discretion to take corrective or remedial measures, including but not limited to suspension of access or reporting to regulatory authorities, in the event of any detected non-compliance.

10. Disclaimers, Liability Limitations, and System Warranties

10.1 Execution Risk and Limitation of Liability

CFIX shall not be held liable for delays, errors, or failures in the execution or cancellation of Brokerage Transactions submitted via the Trading Services. The Client acknowledges and accepts that:

- (a) CFIX provides no guarantee regarding the execution of any order.
- (b) CFIX is not liable for any financial loss, including but not limited to:
 - i. Direct or indirect loss
 - ii. Trading or investment losses
 - iii. Opportunity costs
 - iv. Business interruption or data loss
 - v. Reputational or goodwill damage
 - vi. Any incidental, special, punitive, or consequential damages

These limitations apply irrespective of the legal theory under which such claims arise (e.g., negligence, tort, contract, or otherwise), and whether or not CFIX was advised of the possibility of such losses. The Client agrees that the exclusive remedy for any breach by CFIX is termination of the Addendum.

10.2 Trading System Warranty Disclaimer

The Trading System is provided strictly on an "as is" and "as available" basis. CFIX disclaims, to the fullest extent permitted by law, all warranties—express or implied—including, without limitation:

- (a) Warranties of merchantability, fitness for a particular purpose, or non-infringement;
- (b) Warranties regarding uninterrupted or error-free system operation, or the absence of harmful code;
- (c) Warranties that the Client's data will remain secure or uncorrupted.

The Client bears all risks arising from the performance, access, and reliability of the Trading System. These disclaimers form an integral component of the Addendum, and no use of the Trading Services shall occur except in strict accordance with these provisions.

11. Entire Agreement and Counterparts

This Electronic Access and Trading Addendum, together with the underlying Agreement, constitutes the complete and exclusive agreement between the Parties concerning the subject matter herein, superseding all prior agreements or understandings, whether written or oral.

In the event of any inconsistency or conflict between this Addendum and the Agreement or any Terms, the provisions of this Addendum shall prevail solely in relation to the Trading Services.

This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all counterparts together shall constitute a single, binding agreement.

The transmission of executed counterparts by fax, email, or other electronic means shall be deemed effective execution and delivery.

12. Account Opening and Client Classification

CFIX classifies clients into the following categories based on regulatory criteria and risk assessment:

- (a) Retail Clients
- (b) Qualified Clients
- (c) Institutional Clients

The Client agrees to submit all documentation necessary for Know Your Customer (KYC) and Anti-Money Laundering (AML) compliance prior to account activation. CFIX reserves the right to request periodic updates or re-verification of Client information.

13. Order Execution Principles and Handling

All Client orders shall be processed in accordance with CFIX's Best Execution Policy, designed to ensure fairness, transparency, and consistency in execution quality across all trade types and volumes:

- **Spot Market Orders:** Executed through integrated liquidity venues, prioritizing execution based on time and price. Orders are routed to the best available venue or counterparty to optimize fill rates while considering latency and order book depth.
- **Limit Orders:** Clients may submit limit orders specifying the minimum or maximum execution price. CFIX will attempt to execute such orders in whole or in part based on prevailing market conditions, liquidity availability, and order queue positioning. Partial



fills may occur, and unfilled portions remain active until expiry or cancellation by the Client.

- **High-Volume Orders:** CFIX maintains specialized execution workflows for high-volume or block-size trades to minimize market impact and price slippage. Such orders may be executed in tranches, routed through bespoke liquidity pools, or matched via CFIX's internal OTC desk.
- **OTC Orders:** Executed on a bilateral basis, priced through real-time quotes, and settled upon mutual acceptance. Clients acknowledge that OTC prices may include a spread or fee component.

All executions are subject to prevailing market conditions, latency factors, and liquidity availability. CFIX does not guarantee order execution or price certainty unless explicitly confirmed. Clients may experience slippage, delayed settlement, or spread widening during periods of extreme volatility or market stress.

Client Right to Request Trade Reconstruction

- Upon written request, CFIX will provide the Client with a trade reconstruction report, including execution timestamp, venue or LP used, and any applied fees or spreads. Requests must be submitted within 30 days of the transaction.

13.1 Identification, Verification, and KYC Obligations

The Customer shall provide accurate and complete information for identity verification, including but not limited to government-issued identification, Emirates ID, passports, residence permits, or corporate registration documents. Such documentation must be submitted during account opening and updated upon expiration, amendment, or at the Company's request. In accordance with the Company's Know Your Customer (KYC) policies and applicable VARA and UAE regulations, the Customer agrees to:

- Submit renewed or amended identification documents upon expiry or upon request.
- Promptly notify the Company in writing of any changes to personal or corporate details, such as name, contact information, occupation, or control structure.
- Re-submit or update the KYC form or any part thereof whenever required by the Company, VARA, or other competent authorities.
- Ensure all KYC declarations and data remain accurate, valid, and up-to-date.

The Customer affirms that all submitted documentation and declarations are true, accurate, and not misleading, and undertakes to immediately correct any erroneous or outdated information to maintain regulatory compliance.

13.2 Source of Funds, Wealth, and Enhanced Due Diligence

In alignment with the Company's Anti-Money Laundering (AML) and Counter-Terrorist Financing (CFT) obligations, the Customer shall, upon request, provide comprehensive information and verifiable documentation on the origin of funds deposited or invested for trading. The Company may conduct enhanced due diligence (EDD) where deemed necessary, particularly where higher-risk profiles or transactions are involved. Accordingly, the Customer agrees to:

- Disclose the legal and financial origin of all funds transferred into the trading account.
- Submit supporting evidence of source of wealth or source of income when requested.
- Cooperate fully with any enhanced verification processes, including providing bank statements, contracts, payslips, tax records, or other relevant financial documents.

The Company reserves the right to suspend or reject account activity if such disclosures are incomplete, unverifiable, or raise risk concerns under applicable AML/CFT standards or internal risk assessments.

13.3. Banking Restrictions and Exceptional Circumstances

To maintain secure and compliant account funding and withdrawal procedures, the Customer agrees that all transactions involving the transfer of funds shall occur only via bank accounts that have been pre-verified and recorded in the account opening or Customer Acceptance Form. Unless otherwise authorized under exceptional circumstances assessed solely by the Company, the Customer shall:

- Not deposit funds into their trading account from unverified or third-party bank accounts.
- Not request withdrawals to accounts that are not registered or previously approved.
- Submit additional documentation when exceptions are granted, subject to risk-based assessments and internal AML/CFT protocols.

Any deviation from these provisions may result in the temporary suspension of the account, the reversal of transactions, or the imposition of additional verification measures.

13.4. Employment Disclosures and Regulatory Conflicts

In the event the Customer is employed by, or affiliated with, a regulated financial institution or an entity subject to trading oversight, the Customer must disclose such employment to the Company in writing. This requirement extends to:

- Financial institutions, broker-dealers, investment firms, banks, and regulatory authorities.
- Any internal restrictions or controls that may govern the Customer's trading activities (e.g., pre-clearance, blackout periods, or trading prohibitions).

The Company reserves the right to impose additional account restrictions or refuse services if it deems that the Customer's affiliations pose a conflict of interest, regulatory incompatibility, or reputational risk. The Customer must also inform the Company of any subsequent changes to such employment status or disclosure obligations.

14. Fees, Spreads, Commissions, and Rebates

CFIX maintains a transparent and fair fee structure, which may include the following charges:

- **Spot Trading Fees:** Applied on a maker/taker basis and clearly disclosed on the CFIX platform. Maker fees apply when adding liquidity to the market, while taker fees apply when removing liquidity. The applicable percentage rates are published and may vary based on the Client's trading tier, volume, or other criteria.
- **OTC Trading Fees:** Incorporated within the quoted bid-ask spread or charged as a separate, clearly defined commission. Clients acknowledge that OTC prices may include internal markups to reflect liquidity sourcing and execution risk.
- **Limit Order Execution Costs:** For limit orders that cross the spread or are executed through internal matching or block routing facilities, fees may be applied consistent with the standard maker/taker or negotiated OTC structure.
- **Withdrawal Fees:** Applied to asset withdrawals processed through third-party wallet providers or custodians. Fees may vary based on the asset type, destination network, and any applicable blockchain or network charges.
- **Rebates:** CFIX may offer volume-based or promotional rebates to qualifying Clients, including institutional accounts or under specific liquidity agreements. Rebates, if applicable, will be applied in accordance with pre-agreed terms and disclosed incentives.

CFIX reserves the right to update its fee schedule and commission structure, provided that Clients are given no less than **ten (10) business days' prior notice** through the official communication channels or platform updates.

All fees, commissions, and spreads are subject to applicable **taxes, regulatory charges, or third-party levies**, which may be passed on to the Client where permitted by law.

14.1 Spread Volatility, Margin Adjustments, and Service Interruptions

The Customer further acknowledges that the following may occur without prior notice and at the discretion of the Company or its foreign brokers:

- (d) Sudden expansion of bid/ask spreads;
- (e) Cancellation of pending orders;
- (f) Adjustments to required margin levels;
- (g) Changes to leverage ratios;

- (h) Amendments to Stop Out or Stop Loss thresholds;
- (i) Suspension or discontinuation of trading in certain instruments (including currencies or commodities).

The Company shall bear no liability for any direct or indirect consequences arising from such events, including the automatic liquidation of positions, inability to trade, or financial loss. The Customer accepts full responsibility for these risks and waives any right to compensation or legal remedy in such instances.

15. Custody and Segregation of Client Assets

Client assets are held on a segregated basis within institutional-grade wallet infrastructure provided by Fireblocks:

- (a) Client assets shall at no time be commingled with CFI's proprietary funds.
- (b) All wallet transactions are subject to travel rule compliance and custody reconciliation processes.
- (c) Withdrawal requests may be delayed pending regulatory reviews or technical settlement windows.

CFIX reserves the right to temporarily suspend withdrawals upon detection of suspicious activity or pending audit outcomes.

Client Right to Request Proof-of-Reserves

- CFI publishes monthly Proof-of-Reserves attestations. Clients may request a copy of the latest attestation via email or through the Client Portal.

Client Right to Request Custody Audit Confirmation

- Clients may request a summary of the latest custody audit. CFI will provide such confirmation within 10 business days, subject to confidentiality and security constraints.

15.1 Custody of Assets – Omnibus Wallet & MPC Custody Model

CFIX will hold and safeguard the Client's Virtual Assets in a secure custody system using an omnibus wallet structure combined with multi-party computation ("MPC") key management technology, as described below:

Omnibus Wallet Structure: The Client's Virtual Assets may be maintained in one or more aggregate blockchain addresses (wallets) controlled by CFI or its appointed custodian, rather than in a separate on-chain address unique to the Client. These "omnibus" wallets contain the Virtual Assets of multiple CFI clients in pooled form on the relevant blockchain. Importantly, CFI maintains strict internal ledger records to segregate each Client's assets by account, even



if they are commingled on-chain. CFIX's internal systems identify the exact balance of Virtual Assets owed to the Client at all times. CFIX conducts daily reconciliations between its off-chain ledger and the on-chain wallet balances to ensure that the total amount of Virtual Assets held in custody equals the sum of client entitlements recorded on the ledger.

A formal Client asset safeguarding policy is in place, and CFIX's procedures are designed to protect the integrity of client holdings.

MPC Custody via Fireblocks: CFIX utilizes Fireblocks' MPC-based wallet infrastructure as a key component of its custody solution. "MPC" (Multi-Party Computation) technology splits the private cryptographic key material associated with the omnibus wallets into multiple encrypted shards, which are stored and managed by independent secure systems. No single device or party ever possesses the entire private key. This reduces single-point-of-failure risk and significantly enhances the security of asset storage. Fireblocks' platform includes advanced security controls such as role-based approvals, whitelisted withdrawal addresses, and 24/7 monitoring for suspicious activity. By using Fireblocks, CFIX aims to ensure that client assets are held with industry-leading protections against theft or loss (including hacking, internal collusion, or key mismanagement).

Segregation from CFIX's Own Assets: All Client Virtual Assets held in CFIX's omnibus wallets are segregated from CFIX's corporate assets. CFIX does not mix client-owned assets with its own operating funds. In CFIX's books and records, client assets are accounted for separately, and CFIX acknowledges that it holds those assets in custody for the benefit of clients (not as owner). This accounting segregation means that, in the unlikely event of CFIX's insolvency, Client assets should be protected and not be treated as recoverable assets for CFIX's creditors, subject to applicable law.

Location of Custody and Liability: The entities responsible for custody of Client assets at any given time are clearly identified. CFIX primarily holds assets through Fireblocks (Fireblocks Inc. or its affiliate), which operates globally (with custody infrastructure in multiple jurisdictions, including data centers in the United States, Europe, and Asia). CFIX remains responsible to the Client for exercising due skill and care in the selection and oversight of its custody providers. If at any time Client assets are held by a CFIX affiliate or other third-party custodian, CFIX will disclose the identity and location of that custodian to the Client.

CFIX confirms that, at all times during the provision of services, some identified entity is liable for the safekeeping of the Client's assets – CFIX itself by default, and a named custodian or sub-custodian when assets are in that party's control.

Custody Agreement and Acknowledgment: By entering this Agreement, the Client consents to CFIX's use of omnibus wallets and the Fireblocks MPC custody solution as described above. The Client acknowledges that this custody model has been explained and that the Client's assets may be co-held with those of other clients in the same addresses, with ownership delineated on CFIX's internal records. The Client further acknowledges that neither CFIX nor its custodian offers any form of insurance or guarantee on the full value of Virtual Assets



(aside from CFI's obligations as custodian under this Agreement), and that no government-backed protections apply to these assets (see "No Deposit Protection" in Mandatory Disclosures, above).

Client Consent to Omnibus Custody Model

- By signing this Agreement, the Client consents to the use of omnibus wallets and acknowledges that their Virtual Assets may be co-held with those of other clients, with ownership tracked via CFI's internal ledger.

Disclosure of Custody Jurisdiction and Sub-Custodian Liability

- Client assets are primarily held via Fireblocks, whose infrastructure spans the UAE, EU, and US. CFI remains liable for the safekeeping of Client assets, including when held by sub-custodians, unless otherwise disclosed in writing.

Fireblocks MPC Custody – Risks and Disclaimers

Custody Technology Risk Disclosure (Fireblocks MPC). While CFI has chosen the Fireblocks MPC custody platform for its robust security features, the Client acknowledges that the use of any third-party technology for asset custody entails certain risks. Fireblocks' MPC (Multi-Party Computation) technology is designed to minimize the risk of private key compromise by distributing key shards and requiring multi-faceted authentication for transactions. This state-of-the-art approach significantly reduces the likelihood of a single-point failure (such as a single server hack leading to asset theft). However, the Client understands and accepts the following risk considerations related to the Fireblocks MPC custody arrangement:

- **Third-Party Dependence:** CFI's custody solution depends on the continued proper functioning of Fireblocks' systems and security protocols. A failure, vulnerability, or interruption in Fireblocks' service (for example, due to a sophisticated cyber attack on Fireblocks, insider malpractice at Fireblocks, or technical failures in Fireblocks' infrastructure) could temporarily or permanently impair CFI's ability to access or transfer Client assets. While CFI exercises due diligence in selecting Fireblocks (including reviewing their security certifications and operational resiliency) and while Fireblocks employs industry-leading security measures, CFI cannot guarantee that Fireblocks will never experience a security breach or operational incident.
- **Cybersecurity and Force Majeure Events:** The Client's Virtual Assets held via Fireblocks are subject to the general risks of the digital environment. These include risks of cyber attacks (e.g., hacking, malware, unauthorized access attempts) against CFI or Fireblocks, as well as force majeure events like power failures, internet outages, or events affecting blockchain networks. CFI and Fireblocks each maintain contingency and incident response plans to address such scenarios. In particular, CFI's Business Continuity/Disaster Recovery plan (BCDR) contemplates backup procedures and fail-safes if Fireblocks' primary systems become unavailable.

Nevertheless, the possibility of service suspension or asset inaccessibility due to extreme events cannot be entirely eliminated.

- **Insurance and Liability:** At this time, Client Virtual Assets custodied through Fireblocks are not insured or guaranteed by any government or regulatory compensation scheme. CFI X itself limits its liability for losses arising from hacking or other cybersecurity events as set out in the Liability section of this Agreement. In the absence of gross negligence, fraud, or willful misconduct by CFI X, CFI X shall not be liable for losses caused by unforeseeable hacking attacks or failures solely within the third-party custodian's systems. CFI X will, however, use all commercially reasonable efforts to mitigate the impact of any such incident on Clients, including cooperating with law enforcement, pursuing recovery of assets where possible, and timely informing Clients as per the Incident Notification clause above.
- **Operational Controls:** The Client acknowledges that they also play a role in maintaining security. The Client must secure their account credentials and enable two-factor authentication and other security features offered by CFI X. Breach of the Client's own login or email could be exploited by attackers to withdraw assets; such risks are outside the scope of Fireblocks' custody protection and remain the Client's responsibility. CFI X will never process a withdrawal from the Client's account without the required authentication steps as per CFI X's security procedures.

By using CFI X's services, the Client accepts the above risks associated with Fireblocks MPC-based custody. CFI X expressly disclaims any warranty that the custody infrastructure is infallible or immune to all forms of compromise. However, CFI X assures the Client that it has exercised due care in selecting a highly reputable custody provider and that it implements all measures in its control to protect Client assets (including rigorous access controls, transaction monitoring, and periodic security audits).

The Client further agrees that CFI X's duties in relation to custody are limited to those of a custodian using reasonable care and skill under the circumstances; CFI X is not a bank and Client assets are not deposits, therefore no guarantee of return of value is given beyond the obligation to return the same type and amount of asset, barring circumstances outlined in this Agreement.

16. Risk Disclosure Statement

Clients acknowledge and accept that trading virtual assets involves inherent risks, including but not limited to:

- (a) Significant price volatility which may result in total or partial loss of invested capital.
- (b) Risks related to custodial failures or blockchain network disruptions impacting asset accessibility.
- (c) Market risk, regulatory changes, and counterparty defaults for which CFI X bears no responsibility.

- (d) Potential delisting, reclassification, or illiquidity of tokens or virtual assets.

A comprehensive Risk Disclosure Statement is attached and forms part of this Addendum.

16.1 Platform Service Interruptions and Availability

Platform Availability and Service Interruptions. CFIX strives to make its trading platform and services available on a continuous, 24/7 basis (except for scheduled maintenance windows). However, the Client acknowledges that from time to time the platform may experience service interruptions, whether for maintenance, upgrades, or due to unforeseen technical issues or external events.

- **Scheduled Maintenance:** CFIX may periodically take the platform offline to perform maintenance or improvements. Except in emergency situations, CFIX will provide advance notice to Clients of any scheduled maintenance that is expected to cause significant downtime. Notices will be given via email or posted on the platform's login page, typically at least 24 hours in advance for routine maintenance. During maintenance periods, the Client may be unable to execute trades, access the account, or withdraw/deposit assets. CFIX will endeavor to schedule maintenance during off-peak trading hours to minimize impact on Clients.
- **Unscheduled Outages:** In the event of an unplanned outage or system failure (for example, server outages, network disruptions, software bugs, or power/network failures), CFIX will act promptly to restore functionality. CFIX will also keep Clients informed per the Incident Notification clause (if the interruption is widespread or prolonged). The Client should be aware that transactions in progress may be delayed or fail during such outages. If a Client has open orders at the time of an outage, CFIX may, for example, cancel those orders if they have not been executed, to prevent unintended executions when service resumes. CFIX will notify Clients of any such actions taken for risk mitigation.
- **Client Responsibilities During Downtime:** The Client is responsible for monitoring their own positions and open orders. If the Client is unable to access the platform and believes they have urgent needs (e.g., to close a position), the Client should contact CFIX's support by telephone (if available) or other emergency channels that CFIX designates for such situations. CFIX will use commercially reasonable efforts to assist the Client in manually executing critical transactions during a major outage, but CFIX does not guarantee execution under such circumstances.
- **No Liability for Interruption; Limitations:** CFIX does not guarantee uninterrupted or error-free operation of the platform. Except as otherwise provided by law, CFIX shall not be liable for any losses, damages, or missed opportunities the Client may incur due to a platform unavailability or service interruption, including but not limited to inability to execute trades at desired times or prices. This exclusion applies so long as CFIX has acted in good faith and made reasonable efforts to restore service. In particular, CFIX shall not be responsible for price movements or market volatility during a downtime, and any trades executed after service restoration will be at the

prevailing market rates. The Client assumes the risk of market fluctuations during service disruptions.

- **Restoration and Data Integrity:** Upon restoration of services, CFIX will verify the integrity of its systems and the consistency of account data. All Client account balances and transaction logs are backed up in real-time to multiple secure locations to prevent data loss. In the unlikely event of data discrepancy after an outage, CFIX will reconcile records and correct any errors in Client accounts, in line with its books and records and blockchain evidence. CFIX will also provide a brief report to Clients summarizing the cause of any material outage and the remedial actions taken.

17. Anti-Money Laundering, Sanctions, and Client Verification

CFIX fully complies with all relevant UAE laws, including the UAE AML/CFT Law, VARA Compliance Rulebook, and Central Bank directives.

CFIX performs sanctions screening and watchlist checks on all clients and wallet addresses, and integrates Travel Rule compliance for all VASP-to-VASP transactions.

Clients consent to ongoing monitoring and agree to cooperate with regulatory reporting and verification procedures as required.

18. Conflict of Interest Disclosures

CFIX may act as both broker and counterparty in certain OTC transactions. Clients acknowledge that:

- (a) CFIX may derive profits from spreads on OTC trades.
- (b) CFIX employees or affiliates may hold positions in virtual assets traded on the platform.

Material conflicts of interest will be disclosed in accordance with CFIX's Conflict of Interest Policy.

Disclosure of Conflicts from LP Incentives

- CFIX may receive rebates or incentives from certain LPs based on volume or order flow. These arrangements do not influence CFIX's execution decisions, which remain governed by best execution principles.

19. Platform Use and Access Control

Clients are responsible for safeguarding their login credentials and monitoring all account activity.

- (a) Orders submitted via the platform are binding.



- (b) CFIX reserves the right to suspend or terminate platform access in cases of policy violations, suspicious behavior, or regulatory requirements.

19.1 Security of Client Credentials

Clients are solely responsible for maintaining the confidentiality and security of their login credentials and any authentication devices associated with access to the Trading System. CFIX strongly recommends the use of multi-factor authentication (MFA) where available and advises Clients to change passwords regularly and avoid sharing credentials. CFIX shall not be liable for any losses or unauthorized transactions resulting from compromised credentials or Client negligence.

20. Data Privacy and Protection

CFIX processes Client personal data in accordance with:

- (a) UAE's Personal Data Protection Law (Federal Decree-Law No. 45 of 2021) (PDPL)
- (b) VARA Data Protection and Cybersecurity Frameworks

Clients have the right to access, correct, or request deletion of their personal data by contacting CFIX's Data Protection Officer at: dpo@CFIX.com.

20.1 Data Breach Notification

In accordance with applicable data protection laws, including the UAE PDPL, CFIX commits to promptly notify affected Clients and relevant authorities in the event of any data breach that may materially impact the confidentiality, integrity, or availability of Client personal data. CFIX will take all reasonable measures to mitigate harm and will cooperate fully with regulatory investigations or remediation efforts.

21. Complaints and Dispute Resolution

Clients may submit complaints to compliance@CFIX.com. CFIX commits to:

- (a) Acknowledge receipt of complaints within two (2) business days.
- (b) Conduct a thorough investigation and respond within fourteen (14) business days.
- (c) Provide escalation options to the Compliance Officer and the Virtual Assets Regulatory Authority (VARA) if unresolved.

21.1 Dispute Resolution and Arbitration

Any dispute, controversy, or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, or termination, shall be resolved primarily through good faith negotiations between the Parties. Should such negotiations fail to resolve the dispute within 30 calendar days, the Parties agree to submit the matter to binding arbitration administered under the rules of the Dubai International Arbitration Centre (DIAC), with the

seat of arbitration in Dubai, UAE. The arbitration shall be conducted in English, and the award shall be final and binding.

22. Governing Law and Regulatory Compliance

This Addendum shall be governed by and construed in accordance with the laws of the United Arab Emirates, including VARA regulatory requirements.

23. Termination, Suspension, and Force Majeure

- (a) Either Party may terminate this Addendum by providing at least fifteen (15) business days' prior written notice.
- (b) CFI X may suspend services temporarily during system maintenance, regulatory investigations, or cybersecurity incidents.
- (c) CFI X shall not be liable for failure to perform due to events beyond its reasonable control, including but not limited to war, cyberattacks, natural disasters, or network outages.

23.1 Orderly Termination and Wind-Down

Upon termination of this Agreement, CFI X shall use reasonable efforts to allow Clients to close open positions and settle pending transactions within a reasonable period. CFI X reserves the right to suspend new order placements during the wind-down period. Any remaining Client assets shall be returned in accordance with the prevailing custody and withdrawal procedures, subject to applicable regulatory requirements and internal controls.

24. Client Acknowledgment and Regulatory Disclosures

The Client is solely responsible for reading and acting upon any notices, updates, instructions, or regulatory communications sent by CFI X or published on the Company's official website or trading platform in a timely manner.

Upon initial access to the trading platform, the Client shall immediately change the default password and is required to protect all access credentials, including the username, password, two-factor authentication tokens, and mobile identification codes. These credentials must not be disclosed to any third party, including CFI X employees.

In the event of loss, theft, or suspected compromise of login credentials, the Client must **promptly notify CFI X in writing**. Until such notification is received and acknowledged by CFI X, the Client remains fully liable for any activity carried out using the compromised credentials.

To resume platform access, the Client must request reissuance of credentials and may be charged a service fee in accordance with the prevailing **Fee Schedule**. All activities executed using the Client's authenticated login shall be conclusively deemed to have been authorized by the Client.



By accessing CFIX's services—including by creating an account, submitting a request for a quote, executing a transaction, or agreeing to the herein Agreement, the Terms of Service upon signup and the Privacy Policy—the Client confirms acceptance of and legal commitment to all terms and conditions set forth in this Agreement

By signing below, the Client confirms that they:

- (a) Fully understand the risks inherent in virtual asset trading.
- (b) Acknowledge that CFIX is a VARA-licensed Virtual Asset Service Provider subject to applicable rules and oversight.
- (c) Recognize that trading activities are not protected under any UAE investor compensation schemes.

Modification and Notification Clause (30-day rule)CFIX may amend or update the terms of this Client Agreement from time to time, however, no change that affects the rights or obligations of the Client shall take effect unless the Client has been given at least thirty (30) calendar days' prior notice of the change

CFIX will provide such notice via email to the Client's registered email address and/or by conspicuous posting of the changes on the CFIX platform (for example, within the account dashboard or a dedicated Agreement update section). The notice will clearly indicate the effective date of the proposed changes and will include either a summary of the modifications or a copy of the revised Agreement highlighting the changes. During the 30-day notice period, the Client may reject the proposed changes by terminating the Client Agreement and closing their CFIX account in accordance with the Agreement's termination provisions (subject to settling any pending trades or obligations). If the Client does not terminate the Agreement before the effective date of the changes, or if the Client continues to use the CFIX services after that date, the Client will be deemed to have accepted the amended terms.

CFIX's notice will remind the Client of this consequence. For minor changes that do not negatively affect the Client's rights or that are required to comply with applicable law or regulations, CFIX may implement such changes with a shorter notice or, if legally permissible, with immediate effect – but in such cases CFIX will still notify the Client as soon as practicable. Examples of minor changes include clarifications of existing terms, updates to contact information, or changes that benefit the Client. This Agreement (including any guides, schedules, or policies incorporated by reference) constitutes the entire agreement as amended from time to time following the above procedure. CFIX maintains a record of all versions of this Agreement and can provide the Client with a copy of prior versions upon request.

Any unilateral right of CFIX to modify or terminate specific services or features (if reserved elsewhere in this Agreement) shall likewise be exercised with at least 30 days' prior notice to the Client, unless a shorter period is required for legal or security reasons. In all cases, CFIX will

ensure that changes to services or terms are communicated clearly and fairly, in compliance with Rule II.A.7 of the VARA Market Conduct Rulebook

24.1 Disclaimers Regarding Market News and Information

- (a) The Client acknowledges that any news, analysis, opinions, market forecasts, or economic data provided or made accessible by CFIX, its employees, or affiliated sources are strictly for informational purposes and shall not be construed as investment advice or a recommendation to enter, exit, or hold any position in any financial instrument.
- (b) CFIX does not guarantee the accuracy, completeness, or reliability of such information. The Client shall rely solely on independent sources and personal due diligence when making investment decisions. Accordingly, the Client assumes full responsibility for all trading actions and hereby irrevocably waives any claim against CFIX for losses or damages arising from the use of such information.

25. Special Provisions for Guardians, Trustees, and Judicial Agencies

Where a Client acts in a capacity as a guardian, trustee, or legal agent on behalf of a minor or another principal, this Agreement shall remain valid only for the duration of such legal capacity. Upon the minor reaching the age of legal majority or the termination of the agency for any reason (including death of the principal), the Client shall immediately inform CFIX in writing.

CFIX shall have the right to terminate or liquidate any open positions in such accounts upon receipt of notification and valid supporting documents, including death certificates. The Client or legal heirs shall remain fully liable before the authorities for any misuse of the agency or any unauthorized transactions.

26. Execution Authority and Platform Restrictions

The Client acknowledges that orders submitted through CFIX's electronic platform or any other accepted communication channel are executed at CFIX's discretion and in accordance with applicable operational and regulatory standards.

The Company may impose specific trading restrictions or limitations, including but not limited to:

- (a) Geographic restrictions based on the Client's jurisdiction or residence;
- (b) Quantitative trading limits on specific instruments;
- (c) Prohibition of certain categories of financial instruments;
- (d) Maximum leverage caps based on market conditions or regulatory requirements;*
- (e) Forced closure of open positions when account equity falls below minimum thresholds;*

- (f) Requiring order placement through designated methods (e.g., telephone trading for specific instruments);*
- (g) Changing margin requirements, profit percentages, or leverage policies based on internal or regulatory directives.*

All such restrictions shall be deemed effective once published on the Company's website/platform or communicated through any approved electronic means.

* *CFIX will not be offering Margin Trading*

26.1 Additional Products and Services

26.1.1 Should the Customer seek to benefit from any additional products and/or services offered by the Company, the Customer shall review and agree to the applicable supplementary terms and conditions prior to submitting any application to access such products or services.

26.1.2 The Customer acknowledges and accepts that these additional services are subject to applicable laws, regulations, and regulatory guidance, and agrees to be bound by any updated or **supplementary terms governing their use**.

26. Submission and Processing of Complaints

In accordance with the Company's obligations under the Virtual Assets and Related Activities (VARA) framework, Customers have the right to raise complaints in a formal, written manner. To receive an official response, the Customer must submit the complaint to the designated complaints email address listed below. The written complaint must include:

- Full legal name (first and last), accurate contact details (including phone number and email address);
- A comprehensive description of the complaint, including all relevant facts and supporting documentation;
- The preferred mode of response (such as email), along with a valid and accessible email address.

Complaints missing any of the above details may not be reviewed. The Company will assess only written complaints that comply with this requirement, in line with its approved **Complaints Handling Policy**, available on its website or upon request. The Company shall not be held liable for failure to deliver responses due to incorrect or incomplete contact information provided by the Customer.

26.1 Complaints Handling Timelines and Communication

- Lodging a complaint is free of charge. However, Customers are responsible for any personal expenses incurred, such as legal advice or third-party consultancy fees.

- The Company shall acknowledge and respond to all eligible complaints within **seven (7) business days** of receipt.
- If additional time is necessary due to the complexity or nature of the complaint, the Company will notify the Customer with a revised timeline and expected resolution date.
- In exceptional or time-sensitive circumstances, complaints may be resolved via telephone at the Company's discretion. However, such cases must still be documented by email. Customers may initiate the process by writing to **complaints@cfix.com**.

The Company shall ensure that all complaints are handled with due diligence, transparency, and fairness, in accordance with VARA's Governance, Accountability, Policies and Standards (GAPS) framework.

26.2 Corrective Account Adjustments

The Customer acknowledges that the Company may initiate corrective account adjustments where necessary to preserve financial and regulatory integrity. This may include:

- Adjustments to the recorded value or currency of amounts deposited or withdrawn in error;
- Revisions following the receipt of accurate or corrected information;
- Corrections due to operational or clerical discrepancies affecting the Customer's balance.

By accepting these terms, the Customer expressly waives any claim, whether material or legal, arising from corrective measures reasonably undertaken by the Company to ensure compliance with its regulatory duties under VARA and to protect its financial and operational standing.

26.3 Governing Law, Jurisdiction, and Dispute Resolution

This Agreement, including its schedules and annexes (collectively the "Customer Agreement"), and any non-contractual obligations arising from it, shall be governed by the laws of the **United Arab Emirates**, as well as the applicable regulations and directives issued by **VARA**.

- If a dispute arises and cannot be resolved amicably within **fifteen (15) business days** of written notification from one party to the other, the dispute shall fall under the **exclusive jurisdiction of the competent courts in the Emirate of Dubai**.
- Alternatively, if both parties mutually agree, the dispute may be referred to **arbitration in accordance with the applicable VARA-sanctioned arbitration procedures**, with mutually agreed terms and conditions documented in writing.

Any dispute resolution mechanism shall be conducted with full transparency, neutrality, and in accordance with VARA's dispute handling standards and applicable UAE arbitration laws.

27. Employment in Regulated Entities and Disclosure Obligations

27.1 If the Customer is employed by, or affiliated with, a financial institution or any entity subject to regulatory oversight concerning employee trading, the Customer must provide formal written notice to the Company regarding this employment or affiliation.

27.2 The Customer shall disclose any restrictions, controls, or internal policies that may govern their trading activities. The Company reserves the right to impose additional controls or decline account opening or continued trading activity where necessary to comply with applicable legal, regulatory, or ethical standards.

28. Legal Capacity and Compliance

28.1 The Customer represents and warrants that they possess all required permits, consents, licenses, and authorizations necessary to open and operate a trading account with the Company and to execute transactions, all of which remain valid and effective.

28.2 The execution, delivery, and performance of this Agreement and any transactions arising therefrom shall not contravene any law, regulation, judicial order, charter, corporate document, or contractual obligation binding upon the Customer or its assets, especially if the Customer is a legal entity.

29. Account Funding and Bank Restrictions

29.1 Unless otherwise approved by the Company in exceptional cases, the Customer shall fund the trading account solely from the bank account specified during account opening or in the customer acceptance form. Withdrawals must be made only to the same account.

29.2 Exceptions to this rule are subject to the Company's internal risk management protocols, anti-money laundering and counter-financing of terrorism (AML/CFT) procedures, and may require additional verification and documentation.

30. Employment Disclosure and Conflict of Interest

30.1 Where the Customer is employed by or affiliated with a regulated financial institution or an entity that enforces internal trading restrictions, the Customer must notify the Company in writing prior to engaging in any trading activities and disclose such restrictions.

31. Use of Pricing and Orders

31.1 The Customer agrees to use the Company's quoted prices and trading platform strictly for personal trading purposes. The Customer shall not distribute, republish, or disclose the Company's bid/ask prices or order information to any third party for commercial or non-commercial use.

32. Prohibited Use of Automated Devices and Manipulative Practices

32.1 The Customer shall not use any electronic device, software, algorithm, or strategy ("Device") intended to manipulate or exploit the Company's pricing engine or electronic trading infrastructure.

32.2 The use of such Devices or any comparable method that disrupts normal market conditions constitutes a material breach of this Agreement.

32.3 The Customer shall not undertake any activity that compromises the integrity, functionality, or security of the Company's trading systems or the broader market.

33. Regulatory Cooperation and Disclosure

33.1 The Customer authorizes the Company to disclose any necessary or relevant personal or transactional data to regulatory authorities, exchanges, law enforcement agencies, or any competent authority within the United Arab Emirates, in accordance with applicable laws, including those promulgated by VARA.

34. Identification and Source of Funds

34.1 Upon expiry or change of any identification document, the Customer shall promptly provide updated identification as previously submitted at the time of account opening or as requested by the Company.

34.2 The Customer shall also furnish further documentation, if requested, to assist the Company in verifying the source of funds used for virtual asset purchases or account deposits, in compliance with AML/CFT obligations.

35. Company's Duty of Fairness and Transparency

35.1 The Company shall act honestly, fairly, and in the Customer's best interest at all times. The Company must avoid any conduct that may mislead the Customer regarding financial instrument pricing, execution practices, or market volumes.

36. Segregation of Client Funds

36.1 The Company shall ensure that client funds are kept segregated from its proprietary funds. This separation shall be maintained in strict accordance with the client asset protection and segregation standards established by VARA and applicable UAE legislation.

The client acknowledges and agrees that all Virtual Assets held by CFI X on the client's behalf shall be legally and operationally segregated from CFI X's proprietary and operational Virtual Assets. These Virtual Assets shall be held in a designated, ring-fenced client workspace managed by Fireblocks and our Third-Party Custodian, ensuring full compliance with VARA's Client Asset Protection requirements and the legal principle these Virtual Assets do not form part of CFI X's estate in the event of insolvency.

37. Transaction Notifications and Dispute Period

37.1 The Company shall promptly notify the Customer of all executed trading transactions through written communication or any other approved means.

37.2 The Customer may contest any unauthorized or inaccurate transaction by submitting a written notice to the Company within **twenty-four (24) hours** of receiving the transaction notification. Failure to respond within this timeframe shall be deemed acceptance of the transaction.

38. Account Statements

38.1 The Company shall provide the Customer with periodic account statements—on a **quarterly and/or annual** basis—detailing all trading activity and account balances.

38.2 This obligation does not preclude the Customer's right to request **real-time or ad hoc account statements** containing comprehensive financial and transactional details upon reasonable notice.

Client Signature: _____

Date: _____