GENERAL AND SPECIAL TERMS AND CONDITIONS

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I. PREAMBLE

These General Terms and Conditions and Special Terms and Conditions govern the contractual relationship between Blue Shadow Webdev SAS, trading as Coinstancy, a company incorporated in French Polynesia, registered with the Papeete Trade and Companies Register under number 26301B and with the Territorial Business Directory under TAHITI number G51577, hereinafter “Coinstancy,” and any individual or legal entity that subscribes to a Coinstancy Service or becomes a Client through Coinstancy Link after accepting these Terms and Conditions, hereinafter the “Client.” Coinstancy remains the contracting entity for Coinstancy Pro, Coinstancy Link, and Coinstancy Agentic Bank Services. Depending on the modules available and activated, Agentic Bank includes Personal MCP, agent wallets held in custody by Coinstancy, and hosted workflow execution. Its use is subject to the Special Terms and Conditions in Part VIII and to the specific acceptances required for the modules, permissions, and underlying products.

For Coinstancy Pro, the Client must be a legal entity or a professional entrepreneur acting for the purposes of its business, to the exclusion of any consumer. For Coinstancy Link, the Partner contracts with Coinstancy for the embedded infrastructure. Before making any deposit, each End User accepts all Coinstancy General Terms and Conditions and Special Terms and Conditions applicable to that End User, as well as the Partner’s terms and conditions, completes the required checks, and becomes a direct Client of Coinstancy for the assets belonging to that End User.

The Partner remains the End User’s commercial and technical interface without becoming the owner of the End User’s assets. Link assets are held in an account aggregated by Partner and are recorded in Coinstancy’s records in an individual subledger for each End User. The beneficial ownership of the assets, the balance, transactions, withdrawal rights, and claims are attributed to the End User concerned.

As of the date these Terms and Conditions were updated, Coinstancy has not yet been authorized as a crypto-asset service provider under the MiCA Regulation. Coinstancy is preparing its organization, contractual documentation, and internal procedures with a view to applying for authorization or any other approval required under applicable regulations.

The services actually offered by Coinstancy are limited to the services available on the Platform and described in these Terms and Conditions and the applicable contractual documentation. Depending on their actual availability and the applicable regulatory framework, these services may include, in particular, the custody and administration of crypto-assets on behalf of clients, the transfer of crypto-assets on behalf of clients, the reception and transmission of orders for crypto-assets on behalf of clients, and, where applicable, the execution of orders on behalf of clients.

The inclusion of a service in these Terms and Conditions does not necessarily mean that the service is immediately available or that Coinstancy already holds all regulatory authorizations that may be required. Coinstancy reserves the right to adapt, suspend, restrict, or discontinue any service if the necessary authorization, approval, or regulatory

framework is not obtained, is refused, ceases to apply, or requires a change to the service concerned.

The Services actually provided and the functions performed are described in the Agreement and the applicable Product Documentation. Their regulatory classification depends on how they actually operate, including the nature of instructions and mandates, the discretion to allocate or reallocate assets, the remuneration mechanism, the assets used, and the territory concerned. A general instruction, a mandate, or an offering's commercial name does not exempt Coinstancy from obtaining the required authorizations. A Service may be provided in a territory only if the legal and regulatory conditions necessary for its provision are satisfied there.

Coinstancy has developed software (hereinafter the "Platform") that includes user interfaces accessible over the Internet. Coinstancy offers its Clients the use of this Platform, together with several services relating to crypto-assets (or Digital Assets). These services are governed by these GTC and the Special Terms and Conditions (hereinafter the "STC").

Coinstancy provides its services on the instructions of, and, where applicable, under an express mandate from, its Clients, within the limits of the services subscribed to, these General Terms and Conditions, the applicable Special Terms and Conditions, and the regulations in force.

The current pricing terms are set out on the Fee Policy page in the website's documentation.

The territorial restrictions and the rules on marketing and establishing client relationships described herein apply to all Services, including classic Savings, Crypto Baskets, Coinstancy Pro, Coinstancy Link, and Coinstancy Agentic Bank. These restrictions also apply to Agent Wallets, MCP connections, tools, payments, and workflows, as well as to user journeys embedded with a third party. Every user journey, including one embedded in a Partner's interface, remains subject to an assessment of its lawfulness and to the authorizations actually required.

II. ACCEPTANCE AND AMENDMENT OF THE GTC AND STC

1. ACCEPTANCE

Every Client and every Authorized Representative is deemed to have expressly accepted these General and Special Terms and Conditions by checking the box confirming acceptance.

The current General and Special Terms and Conditions are sent to the Client on a durable medium by email and are available on the Website.

Acceptance of these Terms and Conditions applies only to services actually available on the Coinstancy platform and expressly covered by these Terms and Conditions. Where applicable, any new service will be subject to prior notice to the Client, specific contractual documentation, and an update to these Terms and Conditions when required.

2. ACCEPTANCE OF AMENDMENTS

Any amendment to these General Terms and Conditions and Special Terms and Conditions is communicated to the Client by any appropriate means, including through the Website, the client area, or email, no later than fifteen (15) days before its intended effective date, unless the amendment is required by a legal, regulatory, technical, or security development or by a competent authority and must take effect within a shorter period.

A Client that refuses an amendment may request the closure of its account and the return or transfer of its crypto-assets, subject to transactions in progress, compliance obligations, asset-freezing measures, technical constraints, and applicable fees.

Continued use of the Services after the amendments take effect constitutes acceptance of the amended Terms and Conditions.

If the Client refuses, the Client must request account closure from Coinstancy support by sending the request to support@coinstancy.com in accordance with the procedures set out herein, or go to the client area and request account closure directly from that area.

3. WARNINGS

Services involving crypto-assets may be subject to a specific regulatory framework, including the European MiCA Regulation where applicable. As of the date these Terms and Conditions were updated, Coinstancy is preparing its organization and documentation for this framework but does not yet hold authorization as a crypto-asset service provider (CASP).

The Client acknowledges that crypto-assets, stablecoins, DeFi protocols, blockchain networks, bridges, smart contracts, and third-party providers involve specific risks. These risks may differ from those applicable to bank deposits, traditional financial instruments, or services provided by regulated banking or financial institutions.

Crypto-assets do not benefit from the deposit guarantee scheme applicable to bank deposits. The Client is informed that the value of crypto-assets may fluctuate significantly and that certain technical, economic, regulatory, or operational events may result in a partial or total loss of capital.

Under current French regulations, Coinstancy draws Clients' attention to the following risks relating to the acquisition and sale of crypto-assets:

(a) A crypto-asset is not “currency” within the meaning of Article L. 111-1 of the French Monetary and Financial Code; a crypto-asset is not legal tender in French Polynesia. The CFP franc (XPF) is the legal tender of French Polynesia;

(b) The legal classification of a crypto-asset depends on its characteristics and the applicable law. Certain crypto-assets may fall within the regime for electronic money tokens and be deemed to constitute electronic money where applicable regulations so provide. This classification does not make them legal tender or a bank deposit benefiting from a deposit guarantee;

(c) Coinstancy cannot guarantee the legal classification or price of crypto-assets;

The Client understands and accepts that the Services involve assets carrying a high level of risk and are unsuitable for many inexperienced Clients. Given the early stage of the crypto-asset industry, the regulatory position described above, and the market’s high volatility, Coinstancy cannot explain every risk or how those risks apply to your particular circumstances. It is important to fully understand the risks associated with crypto-assets and Blockchain before deciding to acquire crypto-assets.

The Client acknowledges fully understanding the risks before purchasing crypto-assets or subscribing to the Services offered by Coinstancy. In this respect, the Client must have sufficient financial resources and knowledge to bear these risks and must carefully monitor its crypto-asset holdings. In particular, the Client is informed and acknowledges that acquiring crypto-assets of any kind involves a risk of capital loss.

Acquiring crypto-assets of any kind on the market, including a “stablecoin,” involves a risk of partial or total loss of capital. The Client is advised not to purchase crypto-assets with money it cannot afford to lose. The Client alone is responsible for deciding whether to acquire crypto-assets and for managing them.

The Client is aware and accepts that crypto-assets involve a risk of partial or total loss of capital. Coinstancy may not be held liable for losses resulting from market risks, crypto-asset volatility, a stablecoin losing its peg, or an incident affecting a third-party protocol, a blockchain network, a bridge, an oracle, a smart contract, or external infrastructure, unless the loss results directly from Coinstancy’s breach of its legal, regulatory, or contractual obligations.

Targeted Coverage of certain Sensitive Protocols and absence of a general guarantee

This Coverage policy applies to all Coinstancy strategies. Coinstancy may, at its sole discretion and under its internal risk management policy, classify certain DeFi protocols as Sensitive Protocols according to the criteria described in these Terms and Conditions. This classification is internal and subject to change and does not mean either that other protocols are risk-free or that Sensitive Protocols will systematically be covered.

Where compatible coverage for a particular Sensitive Protocol is available from Nexus Mutual or another Coverage Provider accessible through OpenCover, Coinstancy may purchase and maintain Coverage for all or part of Clients' exposure to that protocol, subject to its availability, capacity, cost, and conditions deemed appropriate by Coinstancy. This option creates no automatic obligation to purchase or maintain Coverage. OpenCover facilitates access to Coverage and does not itself provide it.

The Coverage rate is variable and may range from 0% to 100% for the exposure actually covered. It may differ depending on the protocol, the strategy, the amount exposed, the period, the available capacity, and the Coverage Provider's terms. No minimum coverage, full coverage, or 100% coverage of all funds, assets, strategies, or protocols is promised. Only exposure that is actually eligible during the covered period and within the applicable amount limits may be taken into account.

Where Coverage exists, Coinstancy's online documentation specifies, to the extent applicable to the Client, the protocol concerned, the period, the amount or percentage covered, the covered events, the principal exclusions, deductibles, sublimits, and the Coverage Provider. Coinstancy may modify, reduce, suspend, or decline to renew Coverage when available capacity, cost, protocol eligibility, or its risk assessment changes. It retains the option to withdraw allocations from or maintain the exposure concerned in accordance with its risk policy. Any material change affecting an existing exposure is brought to the Client's attention within a reasonable time, unless immediate action is required for reasons of security, compliance, regulation, or operational urgency.

Coverage is discretionary and conditional protection against certain expressly specified events. It is not a deposit guarantee, comprehensive insurance, a capital or return guarantee, or general protection against volatility, a stablecoin losing its peg, illiquidity, a third party's insolvency, misconduct or fraud by the Client, compromise of the Client's access credentials, or any excluded event. A loss affecting an uncovered protocol, an uncovered period, an amount exceeding a limit, or a subprotocol that is not included remains borne by the Client, unless otherwise required by mandatory law or resulting from a breach attributable to Coinstancy.

Coverage is purchased in Coinstancy's name or linked to an address used for the Service. It gives the Client no direct right against OpenCover or the Coverage Provider. Coinstancy reports an event when it believes in good faith that the conditions for a claim have been met and reasonably cooperates in the claim's assessment. It is not required to systematically pursue a challenge or appeal if a claim is denied. Acceptance of a claim, the amount awarded, and the payment period are determined by the Coverage Provider under its own terms.

Coinstancy bears the entire cost of Coverage and is not required to advance compensation or make up the difference between the loss incurred and the amount ultimately received. Any amount actually received for a claim is allocated, after deducting amounts already recovered, to the eligible net losses of the Clients concerned, up to their respective losses and on a pro rata basis where several Clients are affected by the same event.

The Client acknowledges that crypto-assets and yield strategies involve a risk of partial or total loss of capital, including where Coverage is associated with a Sensitive Protocol.

4. INFORMATION, MARKETING COMMUNICATIONS, AND RETURNS

Coinstancy ensures that information communicated to Clients, including on its website, in its application, by email, on its social media accounts, or in any marketing material, is presented clearly, accurately, and without being misleading.

Information concerning performance, returns, fees, risks, the crypto-assets offered, partners, protocols used, any Coverage, or the characteristics of the Services must be read together with the Agreement, the Product Documentation, the fee policy, and the information displayed in the applicable interface.

Where a rate, performance figure, estimate, or projection is displayed, Coinstancy specifies its nature, including whether it is fixed, variable, promotional, indicative, or a target, its period of application, its calculation basis, compounding terms, included fees, lockup conditions, and risks that may affect the actual result. No displayed rate constitutes a guarantee of capital or returns in the absence of an express and legally valid contractual commitment.

Any presentation of a Service as “covered,” “protected,” or using an equivalent expression must specify or provide immediate access to the protocol concerned, the Coverage rate or amount, the period, the principal limits and exclusions, and the absence of general or automatic 100% Coverage. Marketing material may not present expired, unavailable, or unpurchased Coverage as being in effect.

Past performance is not indicative of future performance. Crypto-assets involve a risk of partial or total loss of capital, including where they are presented as stable, asset-backed, or included in a yield strategy.

No communication from Coinstancy should be interpreted as personalized investment advice, an individualized recommendation, a general return guarantee, or a general capital guarantee, unless expressly stated otherwise in specific contractual documentation that complies with applicable regulations.

Presenting a return as arising from a crypto-asset strategy does not, by itself, determine its legal classification or allow any prohibition on remuneration applicable to the asset or Service concerned to be disregarded. Coinstancy offers a yield mechanism in a territory only if its structure and provision are lawful there. Where adaptation or discontinuation is required, it takes place in accordance with the clauses of the offering concerned, respecting the Client’s mandatory rights and, for a locked Coinstancy Pro period, Article 5 of Part VI.

III. GENERAL TERMS AND CONDITIONS AND LICENSE TO USE COINSTANCY SOFTWARE

1. DEFINITIONS

Crypto address: an address represents a user's public identity on the blockchain. It enables communication between different wallets.

Airdrop: the free distribution of crypto-assets by their issuers. Eligibility to benefit from this distribution is often subject to criteria defined at the issuers' discretion, such as trading volume, a minimum deposit, use of a particular service on the platform, or subscription to a social media account or newsletter.

APR: APR ("Annual Percentage Rate") is an annualized indicator of gross performance, calculated before any reallocation of income generated by a strategy, in accordance with the procedures specified in the applicable product documentation. APR does not constitute interest attached to the mere holding of a stablecoin or crypto-asset.

APY: APY ("Annual Percentage Yield") is an annualized performance indicator that takes into account any reallocation of income generated by a strategy, in accordance with the procedures specified in the applicable product documentation. APY does not constitute interest attached to the mere holding of a stablecoin or crypto-asset.

Blockchain: distributed ledger technology that records and verifies transactions according to the rules of the network concerned. Addresses are generally pseudonymous, and security and finality properties depend on the network, its operation, and the applicable risks. This secure, transparent technology for storing and transmitting information operates without a central controlling body, is designed so that each block of transactions contains the Hash generated from the previous block, and is used by crypto-assets. By extension, a Blockchain refers to a secure database described as distributed because it is shared by its various users, containing a set of transactions whose validity anyone can verify.

Order Form: the contractual document, in paper or electronic form, that identifies the Service subscribed to, the Client, the term, the applicable rates or yield arrangements, fees, the operating model, service levels, and any expressly agreed departures from the standard terms.

Client: any individual or legal entity bound to Coinstancy by the Agreement for a Service subscribed to. Coinstancy Pro is reserved for legal entities and professional entrepreneurs, to the exclusion of consumers. In Coinstancy Link, each End User becomes a direct Client of Coinstancy before making any deposit, after accepting the applicable terms and conditions and successfully completing the required checks. The Partner contracts separately with Coinstancy for the embedded infrastructure.

Coinstancy Pro: the professional offering for managing a stablecoin yield strategy for corporate treasury, in accordance with Part VI.

Coinstancy Link: the embedded infrastructure offering that enables a Partner to integrate a USDC savings journey, balance data, and deposit and withdrawal functions into its own interface, in accordance with Part VII.

Coinstancy Agentic Bank: the offering for Personal MCP connections, wallets dedicated to software agents, and hosted workflow execution, depending on the modules available and activated and in accordance with Part VIII. Definitions specific to Agents, Wallets, Policies, authorizations, and Workflows appear in Part VIII, Article 3.

Coverage: discretionary and conditional protection against certain risks expressly specified in the relevant provider's coverage document. Coverage is not a deposit guarantee, a capital guarantee, or comprehensive insurance.

Compounder: a layer built on top of a protocol that increases yields through the optimal use of that protocol's mechanisms (e.g., Beefy Finance, Yearn, etc.).

Agreement: means these General and Special Terms and Conditions.

Product Documentation: all contractual information specific to a Service, including the Order Form, the accepted fee schedule, the characteristics displayed in the interface, yield calculation rules, eligible assets and networks published in Coinstancy's online documentation, indicative time frames, and, where Coverage exists, its current scope. The list of supported networks is subject to change and corresponds to the networks activated for Coinstancy Clients.

Before any allocation, the Client receives a notice specific to the selected strategy. It specifies the deposit asset, the exposure acquired, the unit of account and of returns, entry and exit conversions, the yield rate or method, its revision, compounding, minimums, fees, withdrawals, and specific risks. The notice identifies its version and effective date; the version accepted by the Client is retained. A marketing indication of returns does not replace this notice.

Data: the Client's data and content that Coinstancy may handle in providing its Services. The Client is responsible for backing up the Data.

Personal Data: any information relating to an identified or identifiable individual.

Counterparty: means a CEX (a centralized crypto-asset exchange) or a DEX (a decentralized crypto-asset exchange) with which Coinstancy carries out any transaction in the name and on behalf of its Clients, including, without limitation, the execution of their mandates for the reception and transmission of orders.

Crypto-assets or **Digital Assets**: all Digital Assets as defined by the French Monetary and Financial Code and linked to Blockchains.

Wrapped crypto-assets: a wrapped crypto-asset is a crypto-asset that references another crypto-asset. It is linked to the value of the underlying asset and can generally be exchanged for it (known as "unwrapping") at any time. It generally represents an asset that is not native to the blockchain on which it is issued.

This wrapped crypto-asset also carries a risk of losing its peg to, or becoming inaccessible relative to, its underlying asset.

DeFi (Decentralized Finance): decentralized finance relies on automated protocols that provide financial services without a trusted intermediary, and therefore on a peer-to-peer basis, notably through Blockchain and Smart Contract technologies. These services include lending and borrowing, decentralized exchanges, and crypto-asset repurchase transactions, whether collateralized or not, whose counterparties include, but are not limited to, decentralized protocols.

DEX: a DEX (decentralized exchange), unlike a CEX, is a decentralized finance tool that enables, in particular, exchange transactions without a trusted intermediary.

Coverage Provider: the third party that bears or underwrites the coverage obligation under its own terms. As of the date of drafting, the identified Coverage Provider is Nexus Mutual, accessible through OpenCover. Any change of provider is indicated in Coinstancy's online documentation applicable to the Coverage concerned. OpenCover is not the Coverage Provider.

Credentials: the unique username and password selected by or assigned to the Client that allow access to the Client's personal area on the Website, as well as two-factor authentication, which must be used as a minimum to protect the account.

KYC: the "know your customer" process for verifying the identity of a company's users or an individual in order to ensure Clients' compliance with legislation on preventing corruption, money laundering, financial fraud, terrorist financing, and other regulatory obligations to which Coinstancy is subject.

Applicable Data Protection Legislation: Applicable Data Protection Legislation means Regulation (EU) 2016/679 of April 27, 2016, where applicable directly or by reference under applicable legislation, French Law No. 78-17 of January 6, 1978, on information technology, data files, and civil liberties, in its applicable version, including its provisions concerning overseas territories, and any other mandatory provisions applicable to the processing concerned.

Authorized Representative: any individual authorized to represent a Client or a Partner. The Authorized Representative is not deemed to act on their own behalf solely because they use the Platform on behalf of the Client.

OpenCover: the platform used, where applicable, to search for, purchase, or administer Coverage offered by a third-party Coverage Provider. Use of OpenCover does not guarantee the availability, acceptance, maintenance, or payment of Coverage.

Partner: any legal entity that subscribes to Coinstancy Link to integrate the Service into its own platform or customer journey.

Parties: Coinstancy and the Client. For obligations relating to the Coinstancy Link infrastructure, "Parties" means Coinstancy and the Partner. For the relationship concerning

the assets and the Service provided to an End User, the parties concerned are Coinstancy and that End User, who has become a direct Client.

Peg and **Depeg**: a Peg is the parity established between an asset and its underlying asset. In particular, for stablecoins backed by the US dollar, one token is understood to equal one dollar. By extension, a depeg refers to the loss of parity that an asset may experience relative to its underlying asset. Loss of parity may result, in particular, from market conditions, liquidity or arbitrage, an issuer's failure, problems with reserves or collateral, or an incident affecting a blockchain, a protocol, a smart contract, or the crypto-asset concerned.

Crypto Basket: a Crypto Basket is the commercial name given to Coinstancy's investment offering. A Crypto Basket is a set of crypto-assets grouped around a common theme, in which the investment is proportional to the displayed percentage of each crypto-asset.

Product(s): all products marketed by Coinstancy, descriptions of which can be found on the "Service" page of the Coinstancy website. The crypto-assets available on Coinstancy are also referred to as Products.

DeFi Protocol*:* DeFi, or decentralized finance, refers to all applications and services involving digital assets that use Blockchain to carry out exchanges, transfers, or value creation with few or no intermediaries.

Sensitive Protocol: any DeFi protocol to which Coinstancy assigns, at its discretion and under its internal risk management policy, a level of risk that warrants considering or potentially purchasing Coverage. Coinstancy may take into account, in particular, technical risk, maturity, governance, dependencies on a bridge or oracle, past incidents, liquidity, audits, and asset concentration. This classification is internal, subject to change, and constitutes neither a recommendation nor a guarantee nor confirmation that Coverage is available.

Withdrawal: the transaction through which the Client requests the return, transfer, or conversion, where that option is available, of all or part of the crypto-assets available in its Coinstancy area, in accordance with the technical, compliance, security, liquidity, and availability requirements applicable to the service concerned.

Rebalancing: rebalancing is a reallocation process ordered by the Client to readjust exposure to different counterparties, protocols, and/or digital assets in order to limit risk exposure.

Applicable Regulations: the legal, regulatory, and administrative provisions and professional standards in force applicable to Coinstancy in connection with these GTC and STC.

Data Controller: means the individual or legal entity, public authority, agency, or other body that, alone or jointly with others, determines the purposes and means of processing Personal Data.

Service(s): the services actually available and expressly covered by the Agreement, including where they are accessed through a Coinstancy interface, a partner interface under Coinstancy Link, a professional journey under Coinstancy Pro, or the available and activated Coinstancy Agentic Bank modules. Depending on their actual availability and the applicable regulatory framework, the Services may include the custody and administration of crypto-assets on behalf of clients, crypto-asset transfers, the reception and transmission of orders, the execution of orders, allocation to strategies authorized by the Client, the return of assets, and the provision of data or technical interfaces.

The Services may be offered in any territory where local regulations and Coinstancy's operational capacity permit their provision. The inclusion of a service in this definition neither confirms its availability in a particular territory nor represents that Coinstancy holds an authorization that has not been granted to it. The Order Form and Product Documentation identify the functions and territories actually available.

Website: the website https://coinstancy.com/ is operated by Coinstancy.

Smart contract: an automated computer program that can execute certain transactions on a blockchain when predefined conditions are met.

Stablecoin: the term stablecoin refers to a crypto-asset that seeks to maintain a reference value relative to an underlying asset, most often a currency such as the US dollar or the euro, or, less commonly, another reference asset. This intended stability may rely on different mechanisms, including reserves, collateralization, algorithmic mechanisms, market arbitrage, or a combination of these mechanisms.

A stablecoin does not constitute a guarantee of absolute stability. It may temporarily or permanently lose its peg to its reference asset, including in the event of a liquidity crisis, issuer failure, collateral problems, failure of a protocol, smart contract, bridge, oracle, or blockchain, or a regulatory event. If the peg is lost, the Client may suffer a partial or total loss of capital.

Transaction: a transaction between two users in which an amount of cryptocurrency is exchanged.

End User: the individual or legal entity that accesses the Link Service through the Partner's platform. Before making any deposit, the End User accepts these Terms and Conditions and the Partner's terms and conditions, completes the required checks, and becomes a direct Client of Coinstancy. The End User remains the beneficial owner of its assets, which are individually recorded in a subledger maintained by Coinstancy within the Partner's aggregated account.

Personal Data Breach: means a security breach leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to the Client's Personal Data transmitted, stored, or otherwise processed.

Wallet: an electronic wallet for storing crypto-assets.

White Paper: an information document presenting a project or crypto-asset, including its key characteristics, the rationale for its structure, and the components and technologies used, enabling investors to assess its value, benefits, and risks.

2. PURPOSE

These GTC and STC apply to the contractual relationship between Blue Shadow Webdev (trade name: Coinstancy), with share capital of CFP 200,000, registered with the Papeete Trade and Companies Register under number 26301B and with the Territorial Business Directory under TAHITI number G51577, whose registered office is at Papara, PK 35 côté mer, Centre Commercial Tamanu, local L20, BP 121605 - 98712 Papara (Tahiti), hereinafter “Coinstancy,” and the Client.

In addition to being provided to the Client at the time of subscription, these GTC and STC are available for viewing and printing at any time through a direct link at the bottom of the Website’s home page.

The Client’s acceptance of the GTC and STC is retained and archived in the information systems in an unalterable, secure, and reliable manner.

The version of the Agreement accepted at the time of subscription applies to the Service concerned, subject to subsequent amendments made binding in accordance with Part II, Article 2. For existing Agreements, Coinstancy communicates amendments by email on a durable medium in accordance with the notice periods and procedures set out in that Article. Specific commitments, including Pro rates during a locked period and the conditions for introducing or changing Pro and Link fees, remain subject to the specific rules in Part VI, Articles 5, 6, and 8, and Part VII, Articles 8 and 12. Where express consent is required by law or the Agreement, continued use alone does not replace it.

The notices and Product Documentation specify the technical and operational parameters of the Service in accordance with the order of precedence defined in Article 1(e) of Part V. They may not restrict a mandatory right or contradict a higher-ranking contractual document.

No general or special terms and conditions of the Client that have not been expressly approved by Coinstancy may prevail over these GTC and STC.

3. ACCESS TO THE WEBSITE, PRODUCTS, AND SERVICES

(a) ACCESSIBILITY

Clients are personally responsible for setting up the computer and telecommunications resources needed to access the Website. They bear the telecommunications costs incurred when accessing the Internet and using the Website.

Clients are fully responsible for the proper operation of their computer equipment, modem, telephone line, and Internet connection. Clients must ensure that this equipment is free from problems and viruses and provides sufficient security to prevent a third party from gaining access to data relating to the Products and Services provided to Clients.

Clients will make every effort to maintain this security. Clients will ensure that there is no risk of hostile programs or viruses accessing and disrupting the Website's information systems. In particular, Clients will ensure the security of their computer by using and regularly updating antivirus and anti-spyware software and a personal firewall. Clients will also ensure that they use two-factor authentication on the email account used to communicate with Coinstancy.

Clients bear the technical risks associated, in particular, with a power outage, interrupted connections, a malfunction, or overloading of networks or systems.

Clients are also aware that they must use an Internet service provider of their choice to access the Internet and the Website. In this respect, Clients are aware that they are responsible for selecting their Internet service provider and determining the terms of their relationship with that provider. Coinstancy may not be held liable for risks relating to Internet access or the remote transmission of data by or to Clients, including in the event of a dispute between Clients and their Internet service provider concerning the confidential or personal nature of transmitted data, transmission costs, maintenance of telephone lines and the Internet network, or service interruptions.

Subject to the restrictions set out on the Website, the Products and Services are accessible:

- To any individual with full legal capacity to enter into commitments under these GTC and STC. An individual who does not have full legal capacity may access the Website, Products, and Services only with the consent of their legal representative;

- To any legal entity acting through an individual with the legal capacity to contract in the name and on behalf of the legal entity.

(b) REGISTRATION AND USE OF THE WEBSITE

Registration is completed by filling out an online form. Once the form has been completed and submitted, the Website sends an email to confirm the user's email address.

A user who has completed the verification steps required to be entitled to purchase or subscribe to a Product and/or Service on the Coinstancy Website is deemed to have established a business relationship with Coinstancy and is therefore considered a Client bound by these GTC and STC. When registering, the Client undertakes to provide accurate and complete data and must complete all mandatory fields in the registration form.

The Client will then confirm registration by clicking the button provided for that purpose.

Coinstancy reserves the discretionary right to refuse any request to establish a business relationship.

(c) CLIENT COMMITMENTS

The Client warrants that the information provided on the Website is accurate, complete, truthful, lawful, and consistent with the facts, including the information in the bank account details (RIB) provided for transfers to the Client.

The Client undertakes to inform Coinstancy without delay of any change in its circumstances or in the information provided when establishing the business relationship, including civil status, legal capacity, principal country of tax residence, any tax obligations in other countries, and contact details (address, telephone number, and email), and, where applicable, to make these changes directly in its personal area. Coinstancy will not be liable for a transfer error arising from incorrect information provided by the Client.

Where the Client is a legal entity, it undertakes to inform Coinstancy as promptly as possible of any change, in particular to its legal form, ownership, or management and, generally, of any event directly affecting its corporate affairs, including a change in executive management, the opening of insolvency proceedings, or a decision to voluntarily liquidate the legal entity. The Client also undertakes to inform Coinstancy of the identity of the persons authorized to operate the account or accounts opened with Coinstancy and will remain solely responsible for the acts and/or transactions carried out by its authorized representative or representatives.

The Client also undertakes to respond to any request from Coinstancy to update information. Failure by the Client to update information may result in deletion of the Client's Account. Coinstancy may not be held liable for the consequences of a failure to update information and personal data relating to the Client.

Each Client is generally required to:

I. Comply with the laws and regulations in force;

II. Act in good faith toward Coinstancy and other Clients;

III. Respect Coinstancy's intellectual property rights;

IV. Provide only accurate, complete, and truthful data;

V. Not enter into any commitment on behalf of a third party; and

VI. Comply with and apply the tax rules of its country.

The Client authorizes Coinstancy to use its address information and disclose it to any service provider responsible for sending mail. Postal correspondence with Coinstancy will use the address provided by the Client.

If a Client breaches the GTC and STC, Coinstancy reserves the right to suspend access to the Account of the Client concerned and may terminate the business relationship at any time. The Client will be informed as promptly as possible.

4. CLIENT OBLIGATIONS

(a) The Client will cooperate with Coinstancy by providing, as promptly as possible, all information considered useful and requested in order to ensure successful delivery of the services.

(b) The Client undertakes to comply with the laws and regulations in force when using the Website.

(c) The Client acknowledges having reviewed the characteristics and constraints of the entire Website, including technical constraints, as described on the Website. The Client alone is responsible for its use of the Website.

(d) In particular, the Client alone is responsible for properly completing all formalities, including administrative, tax, and/or social security formalities, and for paying all contributions, duties, and taxes of any kind for which it may be liable in connection with its use of Coinstancy Products and Services. Coinstancy may not be held liable in this respect under any circumstances.

(e) The Client is informed and accepts that operation of the Website, Services, and Products requires an Internet connection and that the quality of the Website, Services, and Products depends directly on that connection, for which the Client alone is responsible.

(f) The Client undertakes to provide Coinstancy with all information necessary for the proper performance of Coinstancy Services.

(g) More generally, the Client undertakes to cooperate actively with Coinstancy to ensure proper performance of these GTC and STC.

5. IDENTIFICATION

Credentials are personal and confidential. They may be changed only at the Client's request. For security reasons, Coinstancy may require the Client to change its password.

The Client protects the confidentiality of its Credentials, keeps its representatives' permissions up to date, and takes reasonable steps to prevent unauthorized use. Access delegated to Agents is separate from personal Credentials and remains limited to the permissions granted.

Liability for a disputed transaction is assessed in light of the circumstances, each party's obligations, and applicable law. The use of a Credential or access token does not, by itself,

prove that a transaction was authorized or within the scope of a delegation. It does not preclude examination of a breach attributable to Coinstancy.

Identity theft is assessed in light of the required checks, the available information, the parties' acts or omissions, and their connection with the damage. If the Client has reason to believe that a person is fraudulently using identification information or the Client's account, the Client must immediately notify Coinstancy, which will take the necessary measures.

If a Credential is lost, stolen, or suspected of being compromised, the Client must, without undue delay, use the available means to request its modification or revocation and inform Coinstancy at support@coinstancy.com. Coinstancy takes the security measures and measures to limit new commitments that fall within its responsibilities. Liability remains subject to assessment under applicable law.

If the Client becomes aware that another person has accessed its personal account, the Client will immediately notify Coinstancy by email at: support@coinstancy.com.

Fraudulent use of the Website, or use that violates these Terms and Conditions, will justify denying the Client access to its personal account at any time.

Access to the client account is protected by enhanced authentication measures, including a unique username, a password meeting security standards, two-factor authentication, and a PIN. These measures are intended to prevent unauthorized access and transactions. They do not exempt Coinstancy from verifying the required permissions and confirmations. Automated transactions may be requested only on the basis of a separate, express, and limited authorization in accordance with the applicable Special Terms and Conditions.

6. PERSONAL DATA

The privacy policy on the Website explains which personal data about you we collect, how we use it, and the measures we take to protect it in connection with your use of the Website and/or your business relationship with Coinstancy.

In performing these Terms and Conditions, the Parties may collect personal data, such as last names, first names, and business email addresses.

Each Party processes personal data in accordance with Applicable Data Protection Legislation and the roles actually performed for each processing activity. Where a Party determines the purposes and means of processing, it acts as the controller for that processing; where it acts on behalf of another Party, the applicable processor obligations are defined in a separate agreement. Roles relating to Coinstancy Link are determined for each processing activity in the agreement provided for in Article 13 of Part VII.

Coinstancy applies the data protection framework in force in French Polynesia and any other regulations applicable to the processing concerned. International transfers are

governed in accordance with the requirements applicable to the data flow concerned. The Client may exercise its rights of access, rectification, erasure, restriction, objection, and portability where applicable, and may lodge a complaint with the competent authority, in accordance with the procedures in the privacy policy. Requests addressed to Coinstancy are sent to compliance@coinstancy.com.

In this respect, each Party undertakes, on the one hand, to inform its own employees or any other data subjects of the collection and processing of their personal data by the other Party for the purposes of this Agreement in accordance with Articles 13 and 14 of the European General Data Protection Regulation and, on the other hand, warrants to the other Party that the individuals affected by this collection will have the corresponding rights under Articles 15 through 22 of the European General Data Protection Regulation.

Where a Party processes personal data on behalf of the other as a processor, the Parties enter into an agreement, before the processing concerned, that complies with the applicable requirements, including Article 28 of Regulation (EU) 2016/679. That agreement defines the instructions, security and confidentiality obligations, conditions for engaging other processors, and procedures for assistance, return, and deletion. Authorized persons access data only to the extent necessary for their duties and are subject to a duty of confidentiality.

With respect to security, the Parties undertake to implement and maintain throughout the term of the Agreement all technical and organizational measures, including all security measures appropriate to the nature of the personal data processed and the risks presented by any processing carried out.

Personal data transfers are governed in accordance with the law applicable to the data flow concerned. They may take place:

(i) within the European Union; or

(ii) to a country recognized by a decision of the European Community as providing an adequate level of protection.

Where data is transferred to another destination, the Parties implement the safeguards or mechanisms permitted by applicable law, including standard contractual clauses and any required supplementary measures, and perform the assessments necessary for the data flow concerned. Recipients, locations, purposes, and safeguards are described in the applicable information and agreements. Processing by AI clients, workflows, and third-party providers is not presumed to be located exclusively within the European Union.

If subprocessors are engaged:

As of the effective date of this Agreement, the Client hereby grants Coinstancy general authorization to engage Subprocessors to perform the services ordered by the Client. Coinstancy undertakes to inform the Client of any intended change concerning the

addition or replacement of Subprocessors, thereby giving the Client an opportunity to object to those changes. In that event, the Parties will meet to discuss and find an alternative solution acceptable to both Parties, which may include selecting another Subprocessor and/or changing the Services and/or the price of the Services.

In all circumstances, Coinstancy will require its personnel and Subprocessors to comply with Applicable Data Protection Legislation and will impose on its Subprocessors the same data protection obligations as those incumbent on Coinstancy and defined in this Agreement. Its personnel and subprocessors are also subject to a duty of confidentiality. In all circumstances, Coinstancy remains fully responsible for any breach of this Article by its personnel or Subprocessors.

In the event of a Personal Data Breach:

If Coinstancy identifies a Personal Data breach, Coinstancy will inform the Client as promptly as possible after becoming aware of it. In such circumstances, taking into account the nature of the Processing and the information available, Coinstancy undertakes to provide the Client with the following information:

- the name and contact details of the data protection officer (DPO) or another contact point from which additional information can be obtained;

- the nature of the Personal Data breach, including, where possible, the categories and approximate number of data subjects and items of the Client's Personal Data affected;

- the likely consequences of the Personal Data breach;

- the measures taken or proposed to address the Personal Data breach, including, where appropriate, measures to mitigate its possible adverse effects.

If and to the extent that it is not possible to provide the information at the same time, it may be provided in stages without undue delay.

The Parties agree that if either Party breaches its obligations under this Agreement, including in connection with a claim against either Party corresponding to its share of liability for harm suffered by a Data Subject, the provisions of the Agreement remain fully applicable.

7. CONFIDENTIALITY

The Parties agree that information exchanged in connection with performance of the Agreement is confidential information, including the Deliverables and, generally, any document provided to the Client under the Agreement, the Parties' intellectual property, supplier lists, financial data, etc. (hereinafter "Confidential Information").

However, the obligations set out in this Article do not apply to information that:

(i) is known to the receiving Party without a duty of confidentiality when disclosed by the other Party; or

(ii) is or has become publicly available through no fault of the receiving Party; or

(iii) is lawfully obtained by the receiving Party from a third party that breaches no duty of confidentiality by making the disclosure; or

(iv) is independently developed by the receiving Party; or

(v) is disclosed by the disclosing Party to a third party without any duty of confidentiality; or

(vi) is disclosed pursuant to a law, regulation, or final court decision.

In that event, the Party that disclosed the information may be held liable only if the following conditions have not been met:

- it must have informed the Party that provided the information in writing in advance of the obligation to disclose; and

- it must have limited disclosure to what was strictly necessary to satisfy its obligations; or

(vii) is disclosed by the receiving Party with the prior written consent of the Party to which it belongs.

This Confidential Information may not be disclosed to third parties, distributed, or reproduced in any form or on any medium and may be used by either Party only in connection with performance of the Agreement.

Accordingly, each Party undertakes, and guarantees compliance by its personnel, suppliers, and subcontractors, to preserve the confidentiality of Confidential Information obtained from the other Party under the Agreement, not to disclose it or make it available to third parties, to take all steps to pass these provisions on to those third parties, and to take the same precautions to preserve the secrecy of the Confidential Information as it normally takes for its own Confidential Information.

In particular, each Party undertakes to:

(i) use Confidential Information solely in connection with performance of the Agreement;

(ii) disclose Confidential Information only to members of its team who need to use that information to perform the Agreement. In this respect, each Party undertakes to inform its personnel of the confidential nature of the Information.

The duty of confidentiality remains in force for the duration of the Parties' collaboration and for five (5) years after it ends, regardless of the reason.

In addition, upon expiration or termination of the Agreement, each Party must either return to the other Party all documents containing Confidential Information or assure the other Party that all Confidential Information in its possession has been destroyed. No copy of documents containing Confidential Information may be retained under any circumstances, unless they must be kept for evidentiary purposes.

8. ACCEPTANCE OF RISKS

(a) The Client undertakes and acknowledges that it understands the field of crypto-assets, the Products/Services provided by Coinstancy, and the Blockchain mechanism and, where applicable, more specifically, the mechanisms of DeFi Activities. The Client understands and accepts that Coinstancy is in no way intended to substitute for the Client's own knowledge.

(b) The Client acknowledges understanding that crypto-asset markets, stablecoins, DeFi protocols, blockchain networks, and associated infrastructure involve specific risks, even where they fall within an applicable regulatory framework. Certain transactions may depend on decentralized protocols, smart contracts, bridges, oracles, or third-party providers over which Coinstancy has no direct control.

The Client also acknowledges that Coinstancy is preparing its organization for the MiCA framework applicable to crypto-asset service providers but does not yet hold CASP authorization as of the date these Terms and Conditions were updated.

(c) Crypto-asset prices may change drastically over a very short period and in an unpredictable manner. An asset's value may fall to zero.

(d) The Client also understands that it must not subscribe to the Services unless it has the necessary knowledge and expertise and understands the characteristics of the underlying crypto-assets purchased, the White Paper, and its exposure to risks.

(e) Blockchains are independent public peer-to-peer networks that are not under Coinstancy's control. The Client understands that errors, faults, and/or breaches may occur in the Blockchain and/or Smart Contract and could cause a reduction or loss of value.

(f) The Client is informed that Coinstancy is not a credit institution and is not a member of a bank deposit guarantee fund. Crypto-assets held, transferred, or used in connection with Coinstancy services do not benefit from the deposit guarantee scheme applicable to bank deposits.

As of the date these Terms and Conditions were updated, Coinstancy does not yet hold CASP authorization under the MiCA Regulation. Coinstancy implements organizational, technical, contractual, and security measures intended to govern its services and prepare for compliance with the applicable regulatory framework. These measures do not eliminate the risks inherent in crypto-assets, stablecoins, DeFi protocols, blockchain networks, third-party providers, and market conditions.

9. PRODUCTS AND SERVICES

Coinstancy has developed software accessible as a platform comprising user interfaces available on its Website.

Coinstancy grants the Client and Designated Users a license to use the Coinstancy Platform from acceptance of these GTC and STC, within the rights granted for the Services subscribed to. This license falls under the free plan or paid plan expressly accepted for the Service concerned. It creates no separate or unaccepted fee.

Daily, weekly, or monthly limits may apply to deposit and withdrawal Transactions to or from the Platform. Applicable limits are communicated to the Client in the interface or Product Documentation, subject to the Special Terms and Conditions and the commitments accepted for the Service concerned. Changes to these limits comply with the applicable information, notification, and enforceability rules. Immediate measures necessary for security or compliance with a legal obligation remain governed by the corresponding clauses; they do not remove the Client's rights to the return of assets.

The information entered by the Client when providing details relating to its order is binding on the Client.

Order summaries and invoices are archived on a reliable and durable medium that may serve, in particular, as evidence.

IV. DIGITAL ASSET SERVICES

(a) DIGITAL ASSET CUSTODY AGREEMENT

1. Purpose and scope

This agreement governs the conditions under which Coinstancy provides a digital asset custody service on behalf of the Client, including safeguarding and securing access means (keys/key shares), maintaining individualized records, segregating Clients' holdings from Coinstancy's own holdings, and returning those assets upon the Client's first request, subject to applicable legal and regulatory provisions. The assets concerned are stablecoins and a limited universe of listed tokens supported by Coinstancy; the service includes neither investment advice nor reuse of holdings without the Client's express consent.

2. Opening and operation of the custody account

Access to the service is subject to prior KYC/KYB approval and standard compliance checks. Once these are completed, a custody account is opened in the Client's name,

allowing supported digital assets to be deposited, held, and returned. Coinstancy may refuse to open an account or suspend the service in the event of noncompliance, incomplete information, or serious indications of risk relating to money laundering, terrorist financing, or international sanctions.

3. Security and custody arrangements

Coinstancy implements appropriate technical and organizational controls, including custody on institutional-grade infrastructure (multisignature/MPC approval policies or equivalent), multifactor authentication, permissions management based on the principle of least privilege, access and transaction logging, encrypted communications, and backups and a business continuity plan, both of which are regularly tested. Coinstancy remains solely responsible to the Client for proper performance of the service, including when specialized providers are used.

4. Segregation, records, and reporting

Clients' assets are segregated from Coinstancy's own assets. Coinstancy continuously maintains individualized records identifying, for each Client, the quantity and nature of assets held in custody, transactions, and balances, and reconciling this information with the technical records (on-chain and in systems). Upon reasonable request, Coinstancy provides the Client with a dated statement of its positions.

5. Deposits, orders, and return of assets

Deposits are deemed effective after network confirmation and compliance checks.

For the classic Savings offering, a complete, authenticated, compliant withdrawal request relating to a withdrawable balance is normally processed and submitted for settlement within up to forty-eight (48) calendar hours of its receipt by Coinstancy. This period includes, where applicable, deallocation and submission for settlement by Coinstancy. It does not guarantee the time for final receipt imposed by a blockchain, bank, or third-party provider.

This period may be exceeded where an additional security, compliance, identity, or source-of-funds check is requested, or in the event of an incomplete instruction, a freezing measure, a request from an authority, insufficient liquidity, ongoing deallocation, congestion, a technical incident, the unavailability of a protocol or provider, or force majeure. Coinstancy informs the Client of the delay and its cause where it can lawfully and reasonably do so.

For a withdrawal from a Crypto Basket, Coinstancy promptly submits the swap instruction to the blockchain after receiving a complete, authenticated, compliant request and carrying

out the applicable checks. Execution generally takes place within a very short time but depends, in particular, on the network, liquidity, slippage, smart contracts, and required confirmations. Once a transaction has been broadcast to the blockchain, it can no longer be canceled. Coinstancy does not guarantee a specific confirmation or final receipt time.

6. No reuse or lending

Unless the Client provides specific written consent, Coinstancy does not reuse digital assets held in custody (no lending, pledging, or rehypothecation). Assets remain segregated for accounting and operational purposes.

7. Supported networks, protocol events, and incompatibilities

Coinstancy specifies the list of supported networks and may temporarily suspend certain chains/assets for security, liquidity, or compliance reasons. Protocol events (hard/soft forks, airdrops, network changes) are handled in Clients' best interests, taking security and liquidity into account; Coinstancy may decide not to support an event where a significant risk exists. Unsupported assets or assets that become incompatible may be subject to prior return or a reasonable grace period communicated to the Client.

8. Fees, limits, and network fees

Applicable fees (custody, specific transactions, withdrawals) are specified in the current fee schedule and may include network fees (gas) and, where applicable, minimum withdrawal limits or operational cut-off times. Any change to the fee schedule is notified in accordance with the GTC and STC.

9. Client obligations

The Client undertakes to keep its KYC/KYB file up to date, provide any reasonable supporting documentation on request (including evidence of the source of funds), secure its access means, refrain from unlawful transactions, and provide accurate and compatible destination addresses. Coinstancy is not liable for the loss of assets sent to an incorrect or unsupported address provided by the Client.

10. AML/CFT, sanctions, and asset freezing

Coinstancy applies AML/CFT and international sanctions obligations. In the event of a report, an order from an authority, or an asset-freezing measure, Coinstancy may

immediately block assets and suspend any transaction. The Client acknowledges that, under applicable rules, it cannot be informed of any suspicion or steps taken with the competent authority.

11. Incidents, business continuity, and security

In the event of an incident affecting service availability, Coinstancy implements its continuity and recovery plan (restoration from backups, rerouting, and containment measures). Coinstancy keeps the Client informed of significant impacts and estimated restoration times where permitted by regulations and without compromising security.

12. Liability and limitations

Coinstancy implements the security, custody, and asset return measures required by the Agreement and applicable law. Liability for the loss of crypto-assets or access means is governed by Article 15(a) of the GTC and applicable mandatory provisions.

The occurrence of an external event, software vulnerability, protocol incident, congestion, or compromised credentials does not, by itself, exclude Coinstancy's liability. Attribution is assessed in light of the circumstances, Coinstancy's obligations, its acts or omissions, and the causal link to the loss. No provision reduces liability that cannot lawfully be excluded or limited, particularly in cases of willful misconduct or gross negligence.

13. Complaints and mediation

Any complaint relating to this service is handled in accordance with Article 11, "Disputes and complaints," of the GTC and STC (acknowledgment and response deadlines, channels, and remedies). Coinstancy maintains a complaints register and, where applicable, implements the necessary corrective measures.

14. Term, suspension, and termination

This agreement takes effect upon acceptance of the GTC and STC and remains in force for as long as the custody account is open. The Client may terminate it at any time by requesting the return of its assets and closure of the account, subject to transactions in progress, any outstanding fees, and legal constraints (freezing measures or investigations). Coinstancy may suspend or terminate the agreement in the event of a serious breach by the Client, an established security or compliance risk, or at an authority's request.

15. Personal Data

Data processed in connection with the service is managed in accordance with the data protection policy; the Client has all rights provided for by the regulations.

16. Amendments to the agreement

Coinstancy may adapt this agreement to reflect a legal, regulatory, technical, or security development. Any amendment takes effect in accordance with the notification and enforceability procedures set out in the GTC and STC; continued use of the custody service constitutes acceptance of the new provisions.

17. Acceptance and evidence

This Agreement is accepted electronically upon enrollment. Amendments are communicated and become binding in accordance with Part II, Article 2, and the applicable special provisions. Where express acceptance is required, it is obtained through a traceable electronic mechanism or a written document accepted by the Parties. Coinstancy retains the accepted version and the evidence of that acceptance; application logs and timestamps constitute evidence unless proven otherwise.

18. Execution policy

Conversions, swaps, transfers, allocations, deallocations, reallocations, and rebalancing transactions carried out as part of Coinstancy services are performed in accordance with Coinstancy's execution policy, where applicable.

This policy specifies, in particular, the criteria for selecting execution infrastructure, pricing conditions, fees, slippage risks, liquidity constraints, indicative time frames, circumstances in which execution may be suspended or refused, and the procedures for handling the Client's instructions.

Coinstancy does not offer or provide a service in a territory until the authorizations legally required to provide it have actually been obtained. Cessation and return operations remain subject to applicable law.

(b) OTHER DIGITAL ASSET SERVICES

These services are subject to the applicable Special Terms and Conditions set out in Parts V, VI, VII, and VIII, depending on the offering subscribed to.

Coinstancy applies a strict policy for the custody and return of digital assets:

- Clients' assets are recorded separately from Coinstancy's own funds and may not be reused without the Client's express consent.

- If it ceases operations, Coinstancy arranges for the return or transfer of assets as promptly as possible, in accordance with an orderly wind-down plan communicated to Clients. The schedule takes into account the instructions received, the unwinding of positions, available liquidity, security and compliance checks, freezing measures, and network or provider constraints. Coinstancy informs Clients of the stages, estimated time frames, and significant delays where it can legally and reasonably do so. Assets are not deemed abandoned solely because a withdrawal deadline has expired.

- Coinstancy remains responsible to its Clients, including when it uses Circle for custody infrastructure.

10. FEES AND INVOICES

This Article applies subject to the specific rules of the offering subscribed to. For Coinstancy Agentic Bank, Part VIII, Article 12 governs the free plan, any future subscription to a paid plan, and Wallet debits. Pricing rules specific to another offering do not create Agentic fees that have not been accepted. The availability of a balance and continued use do not constitute a subscription to a paid plan. The provisions of Article 8 of Part VI and Article 12 of Part VII prevail, for Coinstancy Pro and Coinstancy Link, over any incompatible general rule concerning fees, fee schedules, or pricing changes. No reference to "applicable fees," including in the event of withdrawal, recovery, closure, or termination, creates Coinstancy Pro or Link fees that have not been expressly accepted in writing before they are applied.

Coinstancy may change the fees applicable to the Services under the notification and effective-date conditions set out in Part II, Article 2, subject to applicable mandatory rules. The amount of fees confirmed for a transaction remains applicable to that transaction. The introduction or modification of fees for Coinstancy Pro or Coinstancy Link remains subject to Article 8 of Part VI and Article 12 of Part VII and takes effect only after prior notice and the express written acceptance of the person concerned. This clause does not permit changes to the accepted Pro rate during a locked period except in the circumstances provided for in Article 5 of Part VI.

The price is expressed in euros (€) or U.S. dollars ($), inclusive of all taxes, or as a percentage (%) of the amount invested.

These invoicing provisions apply only to amounts contractually owed to Coinstancy by a business Client or a Partner. They do not create any Coinstancy Pro or Coinstancy Link fee payable by a Pro Client, Partner, or End User in the absence of an express written provision accepted under the conditions set out in Article 8 of Part VI and Article 12 of Part VII.

When an invoice is issued, it is sent by email to the address provided by its recipient. Unless a different period is expressly agreed, it is payable within thirty (30) days of its issue date. In the event of late payment between businesses, penalties and any collection costs are those provided for by the applicable contractual provisions and applicable law. These provisions concerning late payment between businesses do not apply to consumer Clients.

If an amount due remains unpaid, Coinstancy may, after a formal notice that remains unheeded for eight (8) days, suspend only the services concerned, subject to its legal and contractual obligations relating to the security, custody, and return of Clients' assets.

Any application of Article 1223 of the Civil Code is subject to prior discussions between the Parties, it being understood that any agreement reached must be formalized in an amendment. If no agreement is reached within fifteen (15) days, the Parties will appoint an out-of-court expert specializing in the sector by mutual agreement. The expert will have an additional fifteen (15) days from the Parties' written request to carry out the assignment and issue a report. The costs of this expert assessment will be shared equally by the Parties. The price proposed by the expert will be enforceable unless the Parties agree otherwise.

(a) WITHDRAWAL PROCEDURES AND SPECIFIC CIRCUMSTANCES

(i) WITHDRAWAL PROCEDURES

The Client may request the withdrawal of available crypto-assets to an external address on a network supported by Coinstancy, in accordance with the procedures presented in the interface and subject to applicable checks. Where a conversion and withdrawal process for legal tender, operated by a third-party provider, is actually available to the Client in the Client's territory, the Client may also use that process in accordance with the conditions, limits, and procedures of the provider concerned. Coinstancy does not guarantee the availability of bank withdrawals or withdrawals in legal tender for all Clients or in all territories. Before confirming an instruction, the Client checks, in particular, the asset, network, destination address or account details, and any fees displayed.

For the classic Savings offering, a complete, authenticated, compliant withdrawal request relating to a withdrawable balance is normally processed and submitted for settlement within up to forty-eight (48) calendar hours of its receipt by Coinstancy. This period includes, where applicable, deallocation and submission for settlement by Coinstancy. It does not guarantee the time required for final receipt as imposed by a blockchain, bank, or third-party provider.

This period may be exceeded where an additional security, compliance, identity, or source-of-funds check is requested, or in the event of incomplete instructions, a freezing measure, a request from an authority, insufficient liquidity, ongoing deallocation, congestion, a technical incident, the unavailability of a protocol or provider, or force majeure. Coinstancy informs the Client of the delay and its cause where it can legally and reasonably do so.

For a withdrawal from a Crypto Basket, Coinstancy submits the swap instruction to the blockchain without delay after receiving a complete, authenticated, compliant request and completing the applicable checks. Execution generally takes place within a very short period, but depends in particular on the network, liquidity, slippage, smart contracts, and required confirmations. Once the transaction has been broadcast to the blockchain, it can no longer be canceled. Coinstancy does not guarantee a specific confirmation or final receipt time.

(ii) SPECIFIC CIRCUMSTANCES

- If Coinstancy terminates its relationship with existing clients, their digital assets and cash will be returned or transferred to another entity as follows. The client is notified of the forthcoming closure of the client's account with one month's notice from the date the email is sent. A second reminder email is sent fourteen (14) days after that initial notification email. The email invites the Client to request the withdrawal of crypto-assets to an eligible external address or, where a conversion and withdrawal process for legal tender is actually available to the Client, to use that process with the third-party provider concerned.

- If Coinstancy stops marketing its products to new clients, the country concerned will be added as a non-accepted country with our KYC partner. As a result, a user may register but cannot become a client, because KYC is unavailable, and therefore cannot deposit or withdraw funds.

In the event of an orderly wind-down of operations, Coinstancy will inform Clients by email, by notification in their client area, and by any other appropriate means. This communication will specify, in particular, the anticipated date on which services will cease, the transactions still permitted, the procedures for withdrawing crypto-assets, the procedures for conversion and withdrawal in legal tender where that option is available, and the applicable deadlines.

During the wind-down period, Clients will be invited to withdraw their crypto-assets to an external address whose means of access they control or, where the service is available and the Client is eligible, to use an off-ramp process operated by a third-party provider.

Coinstancy will not automatically convert crypto-assets into legal tender unless required by law, in the event of a lasting technical impossibility, on the instruction of a competent authority, or with the Client's express consent where such consent is required.

Crypto-asset withdrawals will be subject to the applicable security and compliance checks. In particular, Coinstancy may verify the destination address, analyze the blockchain risk associated with that address, request additional supporting documents, temporarily suspend a transaction in the event of an alert, or refuse the transaction where required by legal or internal conditions.

Clients who have not withdrawn their assets within the stated period will receive additional reminders through the available contact channels. Coinstancy will document all reminders sent, instructions received, transactions carried out, and any obstacles encountered.

In the event of a persistent absence of instructions from the Client, an inability to return assets, or unclaimed assets at the end of the wind-down process, Coinstancy will apply the legal procedure applicable to unclaimed assets, in compliance with its obligations concerning custody, security, compliance, anti-money laundering and counter-terrorist financing, and client protection.

(b) COMMISSIONS AND PRICES

(i) SERVICE FEES

The performance displayed to the Client, where applicable, is expressed net of the applicable service fees, unless otherwise stated in the product documentation or client interface.

Service fees are charged as follows:

(a) For the classic Savings offering, excluding Coinstancy Pro and Coinstancy Link, Coinstancy receives compensation from the difference between the performance actually generated by the crypto strategies selected, executed, and monitored by Coinstancy and the performance displayed to the Client, in accordance with the terms set out in the applicable Product Documentation. Coinstancy's compensation for Coinstancy Pro and Coinstancy Link is governed by Parts VI and VII and, where applicable, by the Order Form.

This performance does not constitute compensation attached to the mere holding of a stablecoin or crypto-asset. It results from the transactions carried out as part of the strategy subscribed to by the Client, subject to the risks, limits, fees, market conditions, technical constraints, and procedures described in these Terms, the product documentation, and the client interface.

Coinstancy bears the costs inherent in executing the Client's transactions where this is expressly provided for in the product documentation or applicable fee policy.

(b) For Crypto Basket activities, the Client pays, as service fees, the fees applicable to the selected basket, which may include, in particular, a percentage of realized positive performance and/or fixed or periodic fees, in accordance with the terms specified in the fee policy, product documentation, and client interface.

Where applicable, these service fees charged by Coinstancy are increased by the applicable tax. Coinstancy bears the costs inherent in executing the Client's transactions where this is expressly provided for in the product documentation or applicable fee policy.

(c) WITHDRAWAL OF CRYPTO-ASSETS

The Client may request the withdrawal of all or part of the crypto-assets available in the Client's Coinstancy area, subject to pending transactions, applicable fees, technical constraints, security checks, anti-money laundering and counter-terrorist financing obligations, asset-freezing measures, and any applicable legal or regulatory restriction.

Coinstancy may defer, suspend, or refuse a withdrawal where the transaction presents a security risk, is inconsistent with the Client's profile, triggers a compliance alert, involves exposure to a high-risk address or counterparty, or requires additional supporting documents.

Withdrawal procedures, applicable fees, available networks, and indicative time frames are displayed in the Coinstancy interface or in the fee policy in force.

(d) CRYPTO-ASSET CONVERSION FEES

Each purchase or sale of crypto-assets may be subject to fees. Conversion fees vary depending on the Crypto Basket selected. The Client can obtain an estimate of the exchange fees associated with a transaction by reading our Fee Policy (published on the Coinstancy Website) and when purchasing or selling through the Website's exchange module.

The total amount includes a safety margin to ensure that the order can be completed despite fluctuations in crypto-asset prices on the market.

(e) CRYPTO-ASSET WITHDRAWAL FEES

(a) Withdrawal of crypto-assets to a wallet outside Coinstancy.

For the classic offerings, withdrawal fees may apply where they have been communicated and are binding on the Client in accordance with the Agreement. Their breakdown distinguishes network fees, third-party provider fees, and any Coinstancy service fees. Coinstancy may cover all or part of them.

The general provisions concerning fees do not permit fees to be charged for Coinstancy Pro or Coinstancy Link in conflict with Article 8 of Part VI and Article 12 of Part VII.

For these offerings, Coinstancy charges no fees as of the date of acceptance; any introduction or modification of Coinstancy pricing requires prior notice and the express

written acceptance of the person concerned before it is applied. Fees charged directly by a third-party provider or Partner under a separate relationship remain governed by the conditions applicable to that relationship. The cost of Coverage remains borne entirely by Coinstancy.

These fees may be fully covered by Coinstancy as part of a promotional offer.

(b) Withdrawal of crypto-assets involving conversion into legal tender

Withdrawals involving conversion into legal tender may be made, where this service is available, through an off-ramp process operated by a third-party provider integrated into the Coinstancy interface. For eligible users in the United States, this process may be provided by Coinme Inc., subject to the service availability, territories, assets, payment methods, limits, fees, checks, and eligibility conditions defined by Coinme. Coinstancy may replace, suspend, or remove this provider or process where its availability, authorizations, conditions, or risk assessment changes.

Where this feature is offered to an eligible Client in the United States, the purchase or sale of crypto-assets for legal tender may be carried out through a process operated by Coinme Inc. The Client enters directly into any relationship and transaction with Coinme under that process and accepts Coinme's terms of use and privacy policy. Coinme determines and performs, under its own responsibility, KYC/AML and sanctions checks, payment methods, prices, fees, limits, supported assets, Coinme accounts, transactions, and support relating to the process.

Coinstancy provides technical access to the integrated process and the wallet functions that form part of its Platform. Coinstancy does not receive legal tender, execute payment, set Coinme's conditions, or act as a party to the payment or exchange transaction between the Client and Coinme. Access depends on service availability, territory, the Client's eligibility, applicable authorizations, and Coinme's terms in force.

In this context, Coinstancy does not itself make the bank transfer to the Client and does not act as an intermediary payment service provider. The Client carries out the transaction through the provider's process, under the conditions, fees, limits, verifications, and checks applicable to that provider.

Withdrawals in legal tender may be made only to a bank account whose holder matches the Client's verified identity. Any inconsistency may result in the transaction being refused, a request for additional supporting documents, or a manual review.

(c) Withdrawal of crypto-assets from Crypto Baskets to the Client's Wallet.

Each withdrawal of crypto-assets from Crypto Baskets to the Client's Wallet is subject to fixed and variable fees defined by Coinstancy in its Fee Policy.

11. DISPUTES AND COMPLAINTS

Any complaint relating to Coinstancy's services may be submitted:

- by email to: support@coinstancy.com,
- by mail to: BLUE SHADOW WEBDEV Papara, PK 35 côté mer, Centre Commercial Tamanu, local L20. BP 121605 - 98712 Papara (Tahiti),
- or through the form available online on our website.

Coinstancy acknowledges receipt of every complaint within ten business days and provides a reasoned response within a maximum of two months.

If a disagreement persists after Coinstancy's response, the Client may refer the matter free of charge to the competent mediator where this remedy is available. The contact details and referral procedures for the competent mediator are provided in the final response sent to the Client and made available on Coinstancy's website or in the client area.

This option does not deprive the Client of the right to refer the matter to any competent authority or court.

The Client informs Coinstancy of changes to the authority of the Client's representatives. The consequences of a failure to update this information are assessed in light of the information available, actual authority, required checks, and any breaches by each party. This obligation does not remove any mandatory right to raise a challenge.

The Client is encouraged to report any irregularity or dispute concerning a transaction as soon as the Client becomes aware of it and to provide the information needed to examine it. For a Business Client, reporting within fifteen (15) calendar days of receipt of the confirmation notice facilitates the handling of the dispute. Expiration of this period does not, in itself, constitute a waiver of any right to make a complaint or seek a remedy.

A Consumer Client benefits from the mandatory rights, protections, and time limits for remedies applicable to the Service concerned. No provision of these Terms may remove or reduce them.

12. REFUNDS

The refund of a payment for fees or services is separate from the return of the Client's crypto-assets and the settlement of a Savings, Pro, Link, or Crypto Basket position. Where possible, a payment is refunded in the original currency and through the original payment method, or through another lawful method agreed with the Client, subject to applicable checks. Where a third-party provider received the payment, its refund is governed by the conditions and procedures applicable to that provider.

The return or transfer of crypto-assets remains governed by the clauses specific to the Service subscribed to. Coinstancy does not automatically convert assets into euros or any

other legal tender for a refund or return, unless instructed by the Client or on an applicable legal basis. The separate NGPES and Coinme processes remain governed by the agreements entered into directly with those providers.

13. COINSTANCY'S OBLIGATIONS CONCERNING PRODUCTS AND SERVICES

(a) Coinstancy undertakes to perform its contractual obligations described herein under a general obligation to use reasonable efforts. Coinstancy is automatically released from any commitment concerning commencement of performance if:

(i) The Client has not complied with the payment terms;

(ii) The information, documents, or services that the Client is required to provide under these Terms have not been supplied within a reasonable time;

(iii) In the event of force majeure as provided below.

(b) The service will be performed within a reasonable time. Compliance with a reasonable performance period is subject to the time required to collect information from the Client and the Client's compliance with its contractual obligations.

(c) The Client will be informed of any event likely to cause a delay in the performance of these Terms.

14. DUE DILIGENCE AND ANTI-CORRUPTION OBLIGATIONS

Under criminal provisions penalizing corruption or the laundering of proceeds from drug trafficking or from any crime or offense, Coinstancy is required to obtain information from its Clients concerning transactions that appear unusual, particularly because of their structure, amount, or exceptional nature compared with the transactions previously carried out by those Clients. Coinstancy is subject to the due diligence obligations imposed by the regulations in force in French Polynesia, including the provisions of the Monetary and Financial Code applicable locally and legislation concerning anti-money laundering and counter-terrorist financing. Accordingly, Coinstancy may require the Client to provide additional documents and information, suspend certain transactions, or report suspicious transactions to the competent authorities. The Client acknowledges that failure to provide the requested documents or the provision of inaccurate or incomplete information may result in suspension or closure of the Client's account, without prejudice to any legal action that may be taken.

The Client undertakes to notify Coinstancy of any transaction that is exceptional compared with the transactions ordinarily recorded in the Client's account and to provide any required information or supporting document.

Coinstancy is an ethical company that places particular importance on combating fraud and corruption and expects any person or company in a relationship with the Client to adhere to the same principles and comply strictly with the regulations in force.

Accordingly, the Client irrevocably undertakes to comply with the provisions of this Article.

- Any breach by the Client of this Article must be considered a material breach entitling Coinstancy, at its discretion, to terminate this Agreement without notice or compensation, but without prejudice to any damages to which the Provider may be entitled as a result of that breach. The Client warrants that any individual or legal entity acting on the Client's behalf under this Agreement will comply with all anti-corruption regulations;

- Will not, by action or omission, do anything likely to expose Coinstancy to liability for noncompliance with existing anti-corruption regulations;

- Will implement and maintain its own ethics and anti-corruption policies and procedures;

- Will promptly inform Coinstancy of any event brought to its attention that could result in an undue financial or other advantage being obtained in connection with this Agreement;

- Will provide any assistance Coinstancy needs to respond to a request from a duly authorized authority concerning the prevention of corruption.

The Client will indemnify Coinstancy against any consequences, including financial consequences, of the Client's breach of the obligations set out in this Article.

The Client hereby authorizes Coinstancy to take any reasonable measure to verify strict compliance with the obligations set out in this Article.

The Client undertakes to inform Coinstancy promptly of any matter brought to the Client's attention that could give rise to the Client's liability under this Article.

It is understood that no obligation under this Agreement may have the effect of requiring Coinstancy to breach its anti-corruption obligations.

15. LIABILITY AND FORCE MAJEURE

(a) GENERAL PROVISIONS

Coinstancy disclaims all liability for the Client's use and allocation of sums paid, crypto-assets, and their associated values in connection with Coinstancy's Services and Products and may not under any circumstances be held liable for misappropriation of funds or misuse of corporate assets committed by the Client.

Coinstancy will also not be liable to the Client for any loss or damage the Client may suffer as a result of the Client's failure to provide Coinstancy with accurate information about the Client's account or the Client's own inability to keep the Client's Credentials secure and confidential.

The Website may contain hyperlinks to other websites that are not owned or controlled by Coinstancy. Coinstancy has no control over the content, personal data protection policies, or practices of third-party websites and disclaims all liability in this regard. Coinstancy is not responsible for the availability of these external websites and resources and does not endorse any advertising, products, or other materials appearing on or accessible through them.

Coinstancy may not be held liable for any act or omission, nonperformance, partial performance, or delay in performing its obligations in connection with damage or loss suffered directly or indirectly by the Client as a result of an act or omission by the Client or any other person associated with the Client.

All exclusions relating to interruptions, external events, acts of the Client, unauthorized access, credentials, or indirect damage apply only to the extent compatible with mandatory law and the specific liability rules governing custody. They do not release Coinstancy from liability for its own attributable breach. They do not permit a loss of assets or a return obligation falling within this regime to be automatically classified as indirect.

Coinstancy may not be held liable to a Client or any third party for any deterioration, suspension, or interruption of the Services and Products attributable to force majeure as defined by settled French case law, to an act of a Client or third party, or to unavoidable contingencies arising from technology, fluctuations in crypto-asset prices, and the complexity of implementing the Services and Products.

Coinstancy endeavors to keep the Website accessible 24 hours a day, seven days a week, but is not bound by any obligation to achieve a guaranteed result. Coinstancy may therefore interrupt access to the Website, particularly for maintenance and upgrades. Access may also be interrupted for any other reason. Coinstancy may not under any circumstances be held liable for these interruptions or their consequences for Clients or any third parties. It is also noted that Coinstancy may discontinue or modify the Website's features at any time without notice. In the event of maintenance, an upgrade, interruption, or suspension of the Website, Coinstancy will notify the Client as promptly as possible.

Coinstancy's liability for performance of this Agreement is assessed under the rules and limitations detailed below, subject to applicable mandatory provisions and the specific custody liability regime.

Unless an express contractual commitment is provided for in the applicable Special Terms and Conditions or an Order Form, Coinstancy does not guarantee any level of return or profit. The fixed rate accepted for Coinstancy Pro remains governed by Article 5 of Part VI and by the lockup and early exit conditions in Article 6 of Part VI. No return commitment constitutes a guarantee of principal, liquidity, or repayment of the original nominal value.

Misuse of the Services or Products by the Client, or the theft or compromise of login information, does not in itself exclude Coinstancy's liability. The consequences are assessed in light of each party's obligations, any breaches, and their connection with the damage, without reducing liabilities and rights that cannot legally be limited.

Each Party assumes responsibility for the consequences of its faults, errors, or omissions causing damage to the other Party.

Coinstancy is liable for direct damage resulting from an attributable breach in the performance of its obligations, under the conditions concerning liability, causation, and evidence provided for by applicable law. A third party's involvement in an incident does not exclude Coinstancy's own liability for its contribution to the damage.

The limitations of liability provided for herein do not apply to the extent that they would exclude or reduce liability that may not be excluded or limited under applicable law.

Where Coinstancy provides custody and administration of crypto-assets on behalf of a Client, Coinstancy is liable for the loss of crypto-assets or means of access to crypto-assets resulting from an incident attributable to it, under the conditions provided for by applicable mandatory law. Where that law permits, this liability is capped at the market value of the lost crypto-asset at the time the loss occurred.

An incident is not attributable to Coinstancy where Coinstancy demonstrates that it occurred independently of the provision of the service concerned or of its activities, particularly in the event of a problem inherent in the operation of a distributed ledger that it does not control.

For the custody service, this clause prevails over any general limitation based solely on the amounts received for the Service, without prejudice to any more protective regime applicable to the Client.

These provisions allocate risk between the Parties, who state that the agreed price reflects this allocation of risk and the resulting limitation of liability.

In any event, Coinstancy is not liable for indirect damage or for loss of profits, data, anticipated savings, brand image, orders, business operations, fixed assets, or earnings, or for losses arising from asset downtime, subject to mandatory law and the specific custody liability regime.

Limitation periods and time limits for remedies are those provided for by applicable law. No provision of these Terms reduces a mandatory time limit or deprives the Client of a remedy that cannot legally be excluded.

Coinstancy may not under any circumstances be held liable for any delay, failure, nonperformance, or noncompliance by the Client with the Client's obligations, or for failures by any third party other than any Coinstancy subcontractors, or for any resulting damage, particularly due to nonconformities, defects, malfunctions, or manufacturing defects in Supplies provided by the Client or third parties.

Nevertheless, Coinstancy will make every effort to assist the Client or arrange for the appropriate party to intervene, or even replace a supplier or equipment in the interests of the Services, after the Parties agree on the terms and procedures for Coinstancy's involvement in such circumstances.

(b) LIABILITY CONCERNING PRODUCTS AND SERVICES

The Client assumes all responsibilities other than the conformity of the Products and Services with the specifications in their technical documentation, particularly those concerning:

- The suitability of the Products and Services for the Client's needs;

The Client expressly acknowledges having received from Coinstancy all information necessary to assess the suitability of the Products and Services for the Client's needs and to take all appropriate precautions.

It is strictly prohibited to modify the Products physically or through software to improve their performance. If this prohibition is breached, the Client will have no warranty for the services and will assume full responsibility for all malfunctions of the Product concerned.

(c) FORCE MAJEURE

Each Party will be released from liability if it becomes impossible to perform some or all of its obligations due to events constituting force majeure as defined by Article 1218 of the Civil Code.

The following events may constitute force majeure only where they meet the criteria under applicable law: strikes (total or partial, internal or external to the company), lockouts, severe weather, epidemics, a pandemic, disruption of transportation or supplies for any reason, earthquakes, fire, storms, floods, water damage, governmental or legal restrictions, legal or regulatory changes to marketing arrangements, computer failures, telecommunications disruptions including the switched telephone network, network failures, acts of public authority, weather disturbances, interruption or suspension of electricity supply, lightning or fire, decisions by a competent administrative authority, war, civil unrest, shutdown of the blockchain concerned, acts or omissions by other telecommunications operators, or other events arising from the inherent nature of the crypto-asset concerned, as well as the Smart Contract and counterparty concerned. The mere occurrence or designation of one of these events does not establish the conditions for force majeure and does not exclude a security, continuity, or prevention breach attributable to Coinstancy.

The Party invoking force majeure must notify the other Party by registered letter with acknowledgment of receipt, stating the reasons for the impossibility of performance.

The Party invoking force majeure will endeavor, together with the other Party, to find ways to remedy the situation or limit its harmful consequences. For this purpose, the Parties agree to meet as soon as possible to define, to the extent possible, measures integrating management of this event into Coinstancy's performance of the Services covered by these Terms, including adjustments to performance arrangements and service-level

commitments resulting from the event. The Parties will formalize these measures in writing.

After this notification is sent, performance of the defaulting Party's obligations will be lawfully suspended retroactively from the date of occurrence of the force majeure event concerned and postponed for a period equal to the duration of the suspension caused by that event, unless the Parties agree on another measure.

The end of the force majeure event is also communicated by the Party invoking it by registered letter with acknowledgment of receipt.

However, after an interruption of thirty (30) days due to force majeure, either Party may choose to terminate these GTC and STC by registered letter with acknowledgment of receipt sent to the other Party.

(d) EXCLUSION OF LIABILITY IN THE EVENT OF LOSS OF A CRYPTO-ASSET

Coinstancy's liability for an incident affecting crypto-assets or their means of access is assessed in accordance with Article 15(a) of the GTC and applicable law. An event affecting a blockchain, smart contract, protocol, or third-party provider is not automatically considered non-attributable to Coinstancy.

Coinstancy may rely on the non-attributable nature of an incident under the conditions provided for by applicable law, particularly where it demonstrates that the incident occurred independently of the provision of the service concerned or of its activities. This assessment does not preclude examination of Coinstancy's own breach in selecting, executing, monitoring, securing, or overseeing a transaction or provider, where such an obligation falls upon it.

The classification of a provider and the existence of a delegation of custody are determined in light of the functions actually performed and applicable law. The label of platform, protocol, or infrastructure alone does not determine that classification.

Coinstancy informs the Client of material changes to the Service under the conditions set out in the Agreement. A change does not remove Coinstancy's liability for an attributable breach. Market risks or non-attributable events remain borne in accordance with the Agreement, without prejudice to the Client's mandatory rights.

16. WAIVER

The failure of either Party to exercise any of its rights under these Terms does not constitute a waiver of its exercise, since such a waiver may arise only from an express declaration by the Party concerned.

17. ACCOUNT CLOSURE AND OTHER CLIENT REQUESTS

Requests to close an account or other requests must be submitted to Coinstancy support by email to support@coinstancy.com or directly through your client area.

Account closures will be completed and confirmed one month after the request. In accordance with Article L. 561-12 of the Monetary and Financial Code, financial institutions (including Coinstancy) are required to retain all documents and information collected concerning their Client, including the beneficial owner, for five (5) years from the termination or cessation of the business relationship.

Fees owed to Coinstancy will be collected and paid in full before the Client's account is closed.

18. INDEMNITY FOR NON-CONSUMER CLIENTS

Except in the case of Consumer Clients, the Client indemnifies Coinstancy against all complaints, claims, actions, and/or demands of any kind that Coinstancy may face as a result of the Client's breach of any of its obligations or warranties under these GTC.

In the cases described in the preceding paragraph, the Client undertakes to indemnify Coinstancy for any loss it may suffer and to pay all costs, expenses, and/or amounts awarded against it as a result, to the extent permitted by applicable law.

19. PROHIBITED CONDUCT

It is strictly prohibited to use the Website, Services, or Products for the following purposes:

(a) Carrying out illegal or fraudulent activities or activities that infringe the rights or safety of third parties;

(b) Undermining public order or violating laws and regulations in force;

(c) Intruding into a third party's computer system or engaging in any activity likely to harm, control, interfere with, or intercept all or part of a third party's computer system, or compromise its integrity or security;

(d) Sending unsolicited emails and/or commercial prospecting or solicitation messages;

(e) Manipulations intended to improve the search engine rankings of a third-party website;

(f) Assisting or encouraging, in any form or manner, one or more of the acts and activities described above;

(g) Charging for, selling, or licensing all or part of access to the Website, Services, and Products, as well as the information hosted and/or shared there;

(h) And, more generally, any practice that diverts the Website, Services, and Products to purposes other than those for which they were designed.

Clients are strictly prohibited from copying and/or appropriating for their own purposes or those of third parties the concept, technologies, or any other element of the Website.

The following are also strictly prohibited:

(a) Any conduct likely to interrupt, suspend, slow, or prevent the continuity of Coinstancy's Services, Products, and Website;

(b) Any intrusion or attempted intrusion into Coinstancy's systems;

(c) Any misuse of Coinstancy's system resources;

(d) Any action likely to impose a disproportionate load on its infrastructure;

(e) Any interference with security and authentication measures;

(f) Any act likely to infringe the financial, commercial, or moral rights and interests of Coinstancy or its Clients;

(g) And, more generally, any breach of these GTC and STC.

20. CONSEQUENCES OF BREACHES

In the event of a Client's breach of any provision of these GTC or, more generally, violation of laws and regulations in force, Coinstancy reserves the right to take any appropriate measure, including:

(a) Suspending or terminating access to the Services and Products;

(b) Closing the Client's account;

(c) Notifying any relevant authority;

(d) Bringing any legal proceedings.

21. ALERT PROCEDURE AND REPORTING ABUSE

You are encouraged to report to Coinstancy any fraudulent use or attempted fraudulent use of your account, the Website, and/or the Products offered of which you become aware, including any message whose content violates the prohibitions set out in these GTC and, more generally, any legal provisions in force.

If you believe that your account or security information has been compromised, or if you become aware of fraud, attempted fraud, or any other security incident, including a cyberattack, you must notify Coinstancy as soon as possible by email at support@coinstancy.com and continue to provide accurate, up-to-date information throughout the security breach. You must take all measures reasonably required by Coinstancy to mitigate, manage, or report any security breach. The Client's failure to cooperate promptly may be taken into account by Coinstancy when determining the appropriate resolution of the matter.

If you believe that a right you hold has been infringed on the Website, you may report it to Coinstancy in accordance with Article 6-1-5 of Law No. 2004-575 of June 21, 2004 by email at compliance@coinstancy.com or by registered letter with acknowledgment of receipt, specifying the following information:

(a) If you are an individual: last name, first name, date of birth, nationality, home address, and occupation; if you are a legal entity: legal form, corporate name, registered office, and body acting as legal representative;

(b) A precise description of the disputed content and its exact URL on the Website;

(c) The reasons why this content must be removed, citing the applicable legal provisions.

22. ADVERTISING

Coinstancy reserves the right to insert advertising or promotional messages on any page of the Website and in any communication to Clients, in a form and under conditions determined solely by Coinstancy.

23. INTELLECTUAL PROPERTY

These GTC and STC may not under any circumstances be interpreted as granting the Parties any intellectual property right, title, or license in the Information made available to them under these Terms.

All software, drawings, text, images, sound recordings, animations, trademarks (including the name "Coinstancy" and the Coinstancy logo), and other works included in the services are protected by intellectual property rights and belong to Coinstancy. These rights are reserved, and no ownership rights will be transferred to the Client or third parties.

The Website is the exclusive property of Coinstancy, which therefore holds all associated intellectual property rights. Accordingly, its content may not be modified, copied, distributed, reproduced, downloaded, displayed, published, transmitted, or sold in any form or by any means, in whole or in part, without Coinstancy's prior written consent.

All trademarks, patents, registered designs, and copyrights attached to the Products supplied or accessible through the Website, as well as all other intellectual property rights and database rights relating to Coinstancy, remain the full and exclusive property of Coinstancy.

Where, in connection with these GTC, the Client engages in conduct likely to infringe the above rights, Coinstancy reserves the right to take any appropriate measures to stop such interference. Coinstancy also reserves the right to suspend or delete the Client's registration on the Website or block the Client's access.

Documents supplied as part of the service may be reproduced solely for informational purposes and for strictly personal and private use.

If the Client identifies an infringement of the above rights, the Client is requested to report the conduct by contacting Coinstancy at compliance@coinstancy.com.

24. CONTINUITY CLAUSE - ASSIGNMENT

Neither Party may assign or transfer all or part of the Agreement without the other Party's prior written consent.

Coinstancy may subcontract all or part of the performance of the Agreement to a third party, subject to the Client's prior consent.

25. TERMINATION

Either Party may terminate the Agreement for a material breach by the other Party notified by registered letter with acknowledgment of receipt and not remedied within thirty (30) days of receipt of that letter.

The end of the Agreement does not affect the Client's rights to the Client's crypto-assets, amounts to be returned to the Client, or returns definitively earned in accordance with the terms of the offering subscribed to. Coinstancy arranges for the return or transfer of assets and net amounts available after positions have been unwound, subject to the required instructions, pending transactions, security and compliance checks, freezing measures, and applicable technical or legal constraints.

Compensation for services actually performed and third-party costs remain due only to the extent provided for by a binding contractual document, lawful, and consistent with the rules of the offering concerned. Article 8 of Part VI and Article 12 of Part VII remain applicable to Coinstancy Pro and Coinstancy Link. Termination does not permit the confiscation of the Client's assets or their treatment as Coinstancy's compensation. The effects of termination for nonperformance remain subject to applicable mandatory provisions.

Furthermore, either Party may terminate the Agreement by operation of law, under the conditions defined in Articles L.620-1 et seq. of the Commercial Code, in the event of the Client's dissolution, a voluntary or compulsory transfer of the Client's business, or cessation of operations, as well as in the event of judicial liquidation or reorganization and an express or implied decision by the Administrator or Liquidator not to continue this Agreement, and in accordance with the legal provisions applicable in French Polynesia for Polynesian clients.

By mutual agreement, the Parties waive the application of Article 1222 of the Civil Code.

26. LINKS AND THIRD-PARTY WEBSITES

Coinstancy may not under any circumstances be held liable for the technical availability of websites or mobile applications operated by third parties (including any partners) that the Client accesses through the website.

Content, advertising, Products, and Services available on third-party websites and applications are subject to their provider's own conditions and obligations. Coinstancy remains responsible for the functions it performs, particularly its integrations, permission and Policy checks, routing, and the transactions it undertakes to carry out. The involvement of a third party does not preclude examination of Coinstancy's own attributable breach.

Coinstancy is also not responsible for transactions between the Client and any advertiser, professional, or merchant (including any partners) to whom the Client is directed through the Website and may not under any circumstances be a party to any disputes with such third parties concerning, in particular, the delivery of Products and/or Services, warranties, representations, or any other obligations of those third parties.

27. LANGUAGE

These General Terms and Conditions and Special Terms and Conditions, including Part VI Coinstancy Pro, Part VII Coinstancy Link, and Part VIII Coinstancy Agentic Bank, are drafted in French. An English version is made available. Translations are provided for informational purposes, subject to mandatory requirements concerning language and information provided to the Client. In the event of any discrepancy, ambiguity, or conflict, the French version prevails to the extent permitted by applicable law.

28. SEVERABILITY

If any provision of this agreement is invalid, the provision concerned will not be applied because of its invalidity, but the other provisions of the agreement will remain in force.

29. GOVERNING LAW AND JURISDICTION

These Terms are governed by French law, subject to the specific provisions of French Polynesia applicable to the relationship and the mandatory rules from which the Client benefits under applicable law. This choice of law does not deprive a Consumer Client of the protection of mandatory provisions that cannot be derogated from by agreement.

The Client may submit a complaint to support@coinstancy.com in accordance with Article 11. The Parties may seek an amicable solution. This process does not prevent urgent, protective, or interim measures or the exercise of remedies provided for by applicable law.

Where a mediation mechanism is applicable, the Client may refer the matter to the mediator with actual jurisdiction under the admissibility conditions of that mechanism. Coinstancy provides the mediator's identity, contact details, and referral procedures in the precontractual information and materials required by law, as well as in its final response to the complaint. A matter may be referred to the mediator of the French Financial Markets Authority (Autorité des marchés financiers) only if the dispute actually falls within that mediator's jurisdiction. No mediation is imposed on the Client as a prerequisite to legal proceedings where applicable law does not permit it.

If no amicable resolution is reached, the dispute is brought before the competent courts in accordance with the applicable rules of subject-matter, territorial, and international jurisdiction. No clause of these Terms overrides mandatory jurisdictional rules, including those protecting consumers. A jurisdiction agreement between Coinstancy and a Business Client or Partner applies only if expressly agreed and valid under applicable law.

30. MISCELLANEOUS PROVISIONS

Severability of clauses

If any clause of this Agreement is held invalid or declared unenforceable for any reason, the other clauses will nevertheless remain in force, and the Parties will consult each other in good faith to agree on the necessary amendments so that each is placed in an economic position comparable to that which would have resulted from application of the invalid clause.

Interpretation

The chapter headings in this Agreement may not in any way be interpreted as defining, modifying, limiting, or extending the scope or extent of its provisions.

Any tolerance concerning the Parties' respective obligations may not be interpreted as a waiver of a right or have any legal effect.

Waiver

A delay or failure by either Party to enforce any term of this Agreement, or the partial exercise by either Party of a right under this Agreement, may not be considered a waiver of that Party's right. No waiver will be effective unless made in writing and signed by a duly authorized representative of the waiving Party.

Entire Agreement and amendments

The Parties have read and understood this Agreement. It expresses their entire understanding concerning its subject matter and supersedes and replaces all prior agreements, whether written or oral, including, without limitation, any representations, understandings, and other correspondence sent directly or indirectly by either Party.

Amendments to the Agreement are made in accordance with Part II, Article 2, and the specific provisions of the offering concerned. Any change to a specific commitment requiring the Parties' agreement is formalized through a written amendment, traceable electronic acceptance, or any other written document expressly accepted by the Parties, subject to applicable mandatory requirements. The rules requiring express written acceptance of Pro and Link fees may not be set aside solely on the basis of continued use.

Readjustment

If, due to a change in circumstances that could not have been foreseen when the Agreement was signed, its economic basis or, more generally, the contractual balance it establishes between the Parties is altered to the point that performance becomes detrimental to either Party, the Party affected by that change may approach the other Party (solely for the purposes of this Article, the "Request") to determine by mutual agreement, in a spirit of mutual understanding and fairness, the most appropriate solution to eliminate the identified imbalance, amending certain contractual provisions if necessary.

If, within thirty (30) calendar days of the Request, the Parties fail to find an amicable solution that restores the contractual balance between them, they may then:

(i) jointly appoint a third party to help them find an amicable solution; or

(ii) jointly decide to terminate the Agreement; or

(iii) jointly request that a court adapt the Agreement.

If the Parties reach no agreement within three (3) months of the Request, a court may, at either Party's request, revise the Agreement or order its termination.

Calculation of time periods

Time periods are calculated according to the unit and procedures expressly stated in the relevant clause. Calendar hours and calendar days include weekends and public holidays. Savings settlement periods of forty-eight (48) hours are expressed in calendar hours.

Where a period is expressly stated in business days, only business days are counted. Unless otherwise specified, a period expressed in days is calculated in calendar days, subject to any contrary mandatory rule. A suspension does not automatically change these units or the rules for returning assets.

Notices and other communications

Notices, authorizations, and requests relating to the Agreement must be made in writing, unless another form is required by law or provided for in these Terms. Coinstancy sends its notices to the email address provided by the Client or, where provided for and consistent with applicable requirements, to the Client's client area. Coinstancy retains dated evidence of the content and sending or availability of its notices. The Client sends notices to support@coinstancy.com or to the mailing address stated in Article 11. Requests to exercise personal data rights may be sent to compliance@coinstancy.com. Notices to a Partner are sent to the contact details or through the channel specified in the Partner's Order Form. Each Party keeps its contact details up to date. The time limits and effects of notices are determined by the relevant clause and applicable mandatory rules. Where a durable medium or express acceptance is required, merely publishing information online is not a substitute.

Specific provisions for French Polynesia:

For clients located in French Polynesia, these STC and GTC are supplemented by the specific legal provisions of French Polynesia applicable exclusively in French Polynesia, particularly in commercial, financial, and consumer law matters. In the event of a conflict between these GTC/STC and the legal provisions of French Polynesia, only public policy and mandatory provisions will prevail over these GTC and STC.

31. PRECEDENCE

A Client's or Partner's general or special terms apply only if Coinstancy has expressly accepted them. In the event of a conflict between the documents forming the Agreement, the order of priority is that defined in Article 1(e) of Part V. A document entered into with a Partner may not reduce the contractual or mandatory rights of an End User who is not a party to it.

32. COMBATING ILLEGAL EMPLOYMENT

Coinstancy complies with the social security, tax, and employment law obligations applicable to it, as well as the rules applicable to its use of providers. Each Party remains responsible for its personnel and its own legal obligations. This clause does not extend the obligations specific to an employer or business contracting principal to consumer Clients.

V. SPECIAL TERMS AND CONDITIONS FOR CLASSIC OFFERINGS

1. SCOPE AND INTERPRETATION

(a) The purpose of these Special Terms and Conditions is to define the specific terms and conditions of use, as well as Clients' rights and obligations in connection with subscribing to the Services.

(b) The applicable Special Terms and Conditions take effect on the date provided for upon acceptance or, for an amendment to an existing Agreement, on the date on which that amendment becomes binding in accordance with Part II, Article 2. Merely publishing them online does not replace prior notice or acceptance where required.

(c) Subscribing to a Service entails express acceptance of the Special Terms and Conditions applicable to that Service through the acceptance mechanism provided on the Platform. The version accepted by the Client is retained and archived by Coinstancy on a reliable and durable medium.

(d) The Client's acceptance of the STC as stated above, as well as the version of the STC accepted when subscribing to the Services, are retained and archived in the information systems in an unalterable, secure, and reliable manner.

(e) In the event of a conflict, the expressly derogating provisions of the Order Form prevail for the Service concerned, followed by the Special Terms and Conditions specific to the offering subscribed to, then these Special Terms and Conditions for classic offerings, and then the General Terms and Conditions. The Product Documentation specifies operational and pricing parameters without reducing the Client's mandatory rights or contradicting a higher-ranking contractual provision.

2. SERVICES

(a) USE OF CRYPTO-ASSETS

As part of the crypto-asset custody service offered by Coinstancy, crypto-assets held on behalf of the Client are not used, transferred, allocated, converted, or committed to a strategy unless the Client gives an express instruction, authorization, or mandate under a subscribed Service and in accordance with these Terms, the applicable Special Terms and Conditions, and the corresponding product documentation.

(b) CUSTODY OF DIGITAL ASSETS

A deposit of crypto-assets made by the Client necessarily entails custody of those crypto-assets by Coinstancy.

Custody is governed by the provisions set out in Part IV(a) of these General Terms and Conditions, subject to the specific provisions of the offering subscribed to.

(c) AIRDROPS AND COINSTANCY'S COMMITMENTS

Coinstancy Clients may be eligible for Airdrops. Since Airdrops are entirely at each protocol's discretion, Coinstancy has no obligation to monitor or collect Airdrops on behalf of its Clients.

However, where Coinstancy offers to collect an Airdrop on behalf of a Client, the applicable fees are communicated to the Client in advance, unless those fees are already provided for in the fee policy in force.

An Airdrop collection that incurs specific fees is carried out only after the Client's express acceptance. In the absence of express acceptance within the period stated by Coinstancy, Coinstancy may decide not to collect the Airdrop concerned.

The Client acknowledges that Airdrops are decided at the discretion of the protocols or issuers concerned and that Coinstancy has no obligation to monitor, claim, collect, or distribute an Airdrop unless it expressly undertakes otherwise.

For the Services below, Coinstancy undertakes to provide the Client with the following:

(a) Where the service is available, access to a process enabling the Client to acquire, transfer, or allocate the crypto-assets required for the Service subscribed to, in accordance with the procedures provided for by the Platform, the third-party providers concerned, and the applicable documentation.

(b) A crypto-asset management tool for the Client.

The Savings offering

Under the Savings offering, the Client expressly authorizes Coinstancy, according to the services subscribed to and within the limits set out in these General Terms and Conditions, the applicable Special Terms and Conditions, and the product documentation, to carry out the transactions necessary to implement the selected strategy.

These transactions may include, in particular, crypto-asset conversions, crypto-asset transfers, allocation or deallocation of positions, and interaction with DeFi protocols, liquidity pools, lending protocols, vaults, or yield aggregators selected by Coinstancy.

Coinstancy acts exclusively on the Client's instructions and/or under the Client's mandate, in the Client's name and on the Client's behalf, within the limits of the strategy subscribed to. This mandate does not authorize Coinstancy to use the Client's crypto-assets for its own account.

The Client is informed that implementing the strategy may require converting the crypto-asset initially allocated to the Savings offering into one or more other crypto-assets, including stablecoins, where such conversion is necessary to execute the selected strategy.

The stablecoins that may be used include, subject to internal eligibility, liquidity, risk rating, and market conditions: USDC, USDT, DAI, USDS, GHO, and any other stablecoin approved under Coinstancy's internal due diligence procedure.

The protocols that may be used include Aave, Morpho, Curve, Uniswap, Beefy Finance, Compound, Pendle, MakerDAO, Sky, or any other protocol approved under Coinstancy's internal due diligence procedure.

This subsection governs only the classic Savings offering. It does not govern Coinstancy Pro, Coinstancy Link, or Coinstancy Agentic Bank, which are subject to separate Special Terms and Conditions.

Savings strategies may include exposure to USDC, ETH, BTC, SOL, or XAUT tokenized gold where they are actually available and described in the accepted product information document. The deposited asset may be converted to acquire the chosen exposure. For a strategy exposed to an asset other than a dollar stablecoin, the return in that asset is not a guaranteed return in USDC, dollars, or any other currency. The exit value depends on the quantity of assets available, their price, and the applicable fees and conversions.

The product information document specifies, in particular, any use of a wrapped asset, liquid staking, or an asset-backed token, as well as the associated risks and rights. Subscribing to Gold Savings does not confer any right to physical delivery of gold by Coinstancy, unless expressly undertaken and legally permissible.

When the Client selects the USDC x Tangent option, the amounts assigned to that option are allocated to the Tangent strategy described in its separate product information document. This option does not constitute a diversified allocation across all Dollar Savings

strategies. The product information document identifies the participant and its role, the exposures and concentration risks, the return and withdrawal arrangements, and any Coverage that actually applies. The rate is the rate presented and accepted for the option; revisions follow the applicable notification and binding-effect rules.

The list of eligible stablecoins, protocols, and strategies may change to take account of available liquidity, market conditions, identified risks, available audits, security incidents, and internal risk-management decisions. The existence, rate, and scope of Coverage are determined separately in accordance with the clause “Targeted Coverage of certain Sensitive Protocols and absence of a general guarantee.” Coinstancy’s selection of a protocol does not mean that it is covered.

The return sought under the Savings offering does not constitute compensation attached to the mere holding of a stablecoin. It results from the crypto strategies selected, executed, and monitored by Coinstancy under the service subscribed to by the Client.

The Client acknowledges that these strategies involve specific risks, including risks relating to stablecoins, DeFi protocols, smart contracts, liquidity, oracles, bridges, third-party providers, protocol governance, and market conditions.

Coinstancy reserves the right to modify, limit, suspend, or discontinue all or part of the Savings offering if maintaining it requires a regulatory authorization that has not been obtained, if a competent authority raises an objection, if the applicable framework changes, or if identified risks no longer allow the strategy to be maintained under conditions consistent with Clients’ interests.

The Crypto Basket offering

Under the Crypto Basket offering, the Client selects a thematic basket or exposure strategy from those offered by Coinstancy. The Client expressly authorizes Coinstancy, according to the services subscribed to and within the limits set out in these General Terms and Conditions, the applicable Special Terms and Conditions, and the product documentation, to carry out the transactions necessary to implement, monitor, and, where applicable, rebalance the selected basket.

These transactions may include, in particular, crypto-asset conversions, swaps, crypto-asset transfers, allocation or reallocation among different crypto-assets, and the use of decentralized exchange protocols, liquidity aggregators, or execution infrastructure selected by Coinstancy.

Coinstancy acts exclusively on the Client’s instructions and/or under the Client’s mandate, in the Client’s name and on the Client’s behalf, within the limits of the selected basket and the services subscribed to. This mandate does not authorize Coinstancy to use the Client’s crypto-assets for its own account.

The execution infrastructure that may be used includes CoWSwap, 1inch, Velora, or any other exchange, aggregation, or execution infrastructure approved under Coinstancy's internal procedures.

The Client is informed that implementing a crypto basket may require converting the subscription crypto-asset, particularly a stablecoin, into one or more crypto-assets comprising the selected basket. These conversions are carried out to execute the strategy chosen by the Client and, where applicable, the rebalancing provided for in the product documentation.

The crypto-assets that may be included in the composition of baskets may include, subject to their internal eligibility, liquidity, risk rating, and market conditions: ETH, BTC, POL, LINK, AAVE, MANA, SAND, RNDR, UNI, 1INCH, CRV, SUSHI, BAL, SNX, PSP, LDO, COMP, MKR, GRT, FXS, SOL, ENA, or any other crypto-asset approved under Coinstancy's internal selection procedure.

The list of crypto-assets, baskets, execution infrastructures, and rebalancing rules may change to reflect available liquidity, market conditions, identified risks, technical constraints, security incidents, regulatory developments, and internal risk management decisions.

The Client acknowledges that the Crypto Basket offering involves specific risks, including market, volatility, capital loss, liquidity, execution, smart contract, bridge, oracle, third-party provider, protocol governance, and market condition risks. The value of a crypto basket may rise or fall.

The composition, weighting, and, where applicable, rebalancing rules applicable to each Crypto Basket are specified in the corresponding Product Documentation. The Client selects the Crypto Basket after reviewing that documentation and authorizes the operations described within the scope of the subscribed Service. The regulatory classification of these operations and any authorizations that may be required are assessed in light of the functions actually performed in accordance with the Preamble. No discretion to act may exceed the accepted mandate or the functions legally authorized.

Regulatory status, territorial scope, and reverse solicitation

As of the date these Terms were updated, Coinstancy has not yet obtained authorization as a crypto-asset service provider under the MiCA Regulation.

Coinstancy is a company established in French Polynesia. The services offered by Coinstancy are provided in territories where their provision is authorized or is not subject to specific prior authorization, subject to compliance with applicable local laws, regulations, and requirements.

Coinstancy is preparing its organization, internal procedures, contractual documentation, and control arrangements with a view to a potential application for authorization or any

other authorization that may be required to provide certain services in certain territories, particularly within the European Union.

Obtaining authorization, approval, or regulatory validation cannot be guaranteed. A failure to obtain MiCA authorization, its denial, withdrawal, suspension, or limitation, or any change in the applicable regulatory framework may lead Coinstancy to modify, limit, suspend, or discontinue all or part of its services for certain Clients, territories, crypto-assets, or offerings, without necessarily resulting in the general cessation of Coinstancy's business in other territories where it remains authorized or possible.

Coinstancy's services are not intended to be actively marketed to persons established or located in the European Union where such marketing would require prior authorization, approval, or notification that Coinstancy does not hold or has not completed.

Where a Client established or located in the European Union requests a Service at its own exclusive initiative, Coinstancy examines the actual circumstances of that request and the conditions of any applicable exception before agreeing to establish the relationship. A Client declaration, checkbox, or contractual provision is not sufficient to establish that exclusive initiative where solicitation has been carried out by or on behalf of Coinstancy.

This assessment takes into account, in particular, communications, advertisements, recommendations, redirects, and actions by Partners or other third parties that may constitute solicitation on behalf of Coinstancy. A Partner's acceptance of a Client does not constitute authorization to provide Link to that End User. No Partner may promote or distribute Link in a territory where the regulatory conditions required for the Service or its distribution process are not met.

Coinstancy retains the relevant elements of the assessment and rejects, restricts, or suspends the process where it cannot establish that the applicable conditions are met. This exception does not constitute general authorization to market or subsequently offer new services.

The Client acknowledges that access to services may be denied, limited, suspended, or terminated where Coinstancy considers that providing the service in the relevant territory presents a regulatory, legal, operational, or compliance risk, or where a competent authority raises an objection, imposes a restriction, or makes a request affecting the relevant service.

If a service is modified, limited, suspended, or discontinued for regulatory or territorial reasons, Coinstancy will implement reasonable measures to inform the affected Clients and arrange, where possible, the return, transfer, conversion, or closure of the relevant positions, in compliance with obligations relating to security, compliance, anti-money laundering and countering the financing of terrorism, asset freezing, and Client protection.

VI. SPECIAL TERMS AND CONDITIONS OF COINSTANCY PRO

1. PURPOSE AND SCOPE

These Special Terms and Conditions govern Coinstancy Pro, a professional stablecoin yield strategy offering intended for corporate treasury management. They supplement the General Terms and Conditions and prevail over the Special Terms and Conditions for classic offerings in the event of a conflict.

Coinstancy Pro is reserved for legal entities and professional entrepreneurs acting exclusively for the purposes of their business. Consumers are expressly excluded. The Client represents that it has the authority, internal governance, expertise, and financial capacity necessary to subscribe to the Service and bear a risk of partial or total loss.

2. ELIGIBILITY AND VERIFICATION

Access to Coinstancy Pro is subject to KYB approval, identification of beneficial owners and Authorized Representatives, sanctions screening and anti-money laundering and countering the financing of terrorism checks, and the provision of any reasonably requested information concerning the source of funds, the purpose of the relationship, and the Client's circumstances.

Coinstancy may deny, delay, limit, suspend, or close the Service where the file is incomplete, inconsistent, or outdated, where a compliance or security risk is identified, or where required by regulations or a competent authority.

3. ELIGIBLE ASSETS AND USD FLOWS

The assets eligible for Coinstancy Pro are USDC and, where the relevant process is available, USD intended to be converted into USDC. USDC deposits and withdrawals are made on the networks expressly enabled in Coinstancy's online documentation, which are the networks supported for other Coinstancy Clients. No other asset or network is accepted without Coinstancy's prior confirmation.

Where a Client wishes to convert USD into USDC, it opens an account directly with Next Generation SAS, operating under the NGPES brand, and enters into a separate contract with that provider. Coinstancy may introduce the Client to NGPES without guaranteeing its acceptance, the availability of a service, a timeframe, an exchange rate, or a conversion outcome.

Coinstancy does not receive the Client's USD, open or manage an NGPES account or subaccount on the Client's behalf, issue conversion instructions, or act as a party to the payment, funds receipt, or USD/USDC conversion service. The applicable terms, checks, fees, exchange rates, timeframes, and risks are governed by the direct relationship between the Client and NGPES. The Client then transfers the USDC obtained to

Coinstancy on an eligible network in accordance with the terms applicable to USDC deposits.

4. MANDATE AND IMPLEMENTATION OF THE STRATEGY

The Client authorizes Coinstancy to hold eligible assets at pooled addresses and to carry out, in the Client's name and on its behalf, the operations necessary for the accepted Pro strategy, including authorized conversions, transfers, allocations, deallocations, and interactions with DeFi protocols, vaults, pools, or aggregators selected under the internal risk management procedure.

Coinstancy may not use the Client's assets for its own account. Although held at pooled addresses, each Client's assets, positions, yields, and movements are recorded in an individualized internal ledger and reconciled with the relevant technical records.

Coinstancy may change an allocation or withdraw assets from a protocol to protect Clients or respond to reduced liquidity, an incident, a change in risk, the unavailability of Coverage, or a regulatory requirement. This right does not constitute a guarantee against losses.

5. YIELD AND RATE SCHEDULE

The APY displayed for Coinstancy Pro is an annualized rate contractually fixed for the option subscribed to, subject to the impossibility clause below. Yield is calculated and displayed daily. For a lock-up option, the yields displayed during the period are neither definitively earned nor separately withdrawable before maturity. They become definitively earned only at the end of the period and may be canceled in full in the event of early exit in accordance with Article 6 of Part VI. The Order Form and interface specify the applicable period, calculation basis, and compounding conditions.

The commercial schedule below, excluding any former launch offer, applies to new subscriptions after it has been displayed and accepted in the Order Form or interface. It does not change rates already accepted by Clients, particularly during a lock-up period:

Condition	Displayed APY
No lock-up	6% APY
Three-month lock-up	6.25% APY
Six-month lock-up	6.40% APY
Nine-month lock-up	6.60% APY
Twelve-month lock-up	6.75% APY

The schedule becomes binding only after it has been displayed and accepted in the Order Form or interface. The applicable fixed rate begins when the assets are effectively allocated to the strategy. The document accepted by the Client specifies the applicable rate, its start date, its maturity, and the chosen lock-up option. The former launch offer of 7% APY during the first six months no longer applies.

The accepted rate is maintained throughout the lock-up period. Coinstancy may change it during that period only where a legal, regulatory, or practical impossibility prevents the strategy from continuing under the agreed conditions. In such a case, Coinstancy informs the Client as soon as reasonably possible, explains the nature of the impossibility, and may, to the extent strictly necessary, suspend, adjust, or terminate the strategy. The consequences for the rate, conditional yields, availability of funds, and return of assets are communicated to the Client and remain subject to applicable mandatory provisions.

The yield results from crypto-asset strategies and does not constitute interest attached to a bank deposit. The fixed rate constitutes a contractual yield commitment within the period and conditions accepted, subject to the impossibility clause set out in Article 5 of Part VI. It constitutes neither a liquidity guarantee nor a guarantee of repayment of the nominal value of the principal.

6. LOCK-UP PERIODS AND EARLY EXIT

Where available, the Client chooses either a no-lock-up option or a lock-up period of three, six, nine, or twelve months. The lock-up period begins when the assets are effectively allocated to the strategy. At maturity, the funds automatically remain invested at the same rate, become freely withdrawable, and are not subject to a new lock-up period without the Client's instruction or acceptance. Any subsequent change in the rate applicable to funds that are no longer locked is communicated to the Client before taking effect in accordance with the Agreement. The start date, maturity, and applicable rate are displayed before confirmation.

During a lock-up period, the Client may request an early exit, except in a documented exceptional circumstance that temporarily makes deallocation impossible or unlawful. Coinstancy deallocates the position and returns the net principal balance displayed for the Client, adjusted to the amount actually available after unwinding. All yields calculated, displayed, or accrued for the interrupted lock-up period are canceled. Coinstancy charges no additional fee or cost, unless subsequent pricing is expressly accepted in writing by the Client before being applied.

The return of the displayed principal balance does not constitute a guarantee of its initial nominal value. A loss already reflected in the balance or identified when unwinding an asset, protocol, strategy, or infrastructure remains borne by the Client, unless attributable to a breach by Coinstancy or otherwise provided by a mandatory provision.

7. WITHDRAWALS AND TARGET TIMEFRAME

For Coinstancy Pro, settlement of a complete, authenticated, compliant withdrawal request relating to available assets normally occurs within up to forty-eight (48) calendar hours from its receipt by Coinstancy. This timeframe includes, where applicable, deallocation and initiation of settlement by Coinstancy. It does not guarantee the time for final receipt imposed by a blockchain, bank, or third-party provider used separately by the Client.

The timeframe begins when Coinstancy receives a complete and authenticated instruction containing all necessary information and documents. It may be exceeded where additional security, compliance, identity, or source-of-funds verification is requested, and in the event of a contractual lock-up, early exit, incomplete instruction, insufficient liquidity, ongoing deallocation, congestion, technical incident, unavailability of a protocol or provider, freezing measure, request from an authority, or force majeure.

Coinstancy informs the Client of any significant delay and its estimated duration where it can legally and reasonably do so.

8. FEES, TAXES, AND NET PERFORMANCE

As of the date of acceptance, Coinstancy charges the Client no fees for Coinstancy Pro, including no network, early exit, recovery, or Coverage fees. Coinstancy pricing may be introduced or changed only after prior notice and the Client's express written acceptance before it is applied. Fees charged directly to the Client by a third-party provider, particularly NGPES, under a separate contractual relationship are not fees charged by Coinstancy and are governed by that provider's terms. The cost of Coverage remains entirely borne by Coinstancy. Displayed performance is net of Coinstancy's service fees, unless clearly stated otherwise and expressly accepted in writing.

The Client is solely responsible for its accounting, tax, and treasury obligations. Coinstancy does not provide tax or accounting advice.

9. COVERAGE AND RISKS

All Coinstancy Pro strategies are subject to the Coverage policy defined by the clause "Targeted Coverage of certain Sensitive Protocols and absence of a general guarantee." Only exposures to Sensitive Protocols for which Coinstancy decides to acquire available Coverage may be covered. Subscribing to Coinstancy Pro does not automatically provide Coverage for all assets, positions, or protocols.

The Client acknowledges, in particular, the risks of loss of principal, stablecoin depegging, smart contracts, protocols, oracles, bridges, governance, liquidity, execution, third-party providers, regulation, and cybersecurity.

10. SUSPENSION, TERMINATION, AND RETURN OF ASSETS

Coinstancy may suspend a new allocation, deallocate a position, or terminate Coinstancy Pro for reasons relating to security, compliance, regulation, liquidity, a protocol incident, the unavailability of an asset, or a risk incompatible with the interests of Clients.

In the event of termination, Coinstancy arranges the return or transfer of the net amount available after unwinding positions, subject to ongoing operations, checks, freezing measures, applicable fees, and external constraints. The provisions concerning losses and the absence of a guarantee remain applicable.

VII. SPECIAL TERMS AND CONDITIONS OF COINSTANCY LINK

1. PURPOSE AND SCOPE

Coinstancy Link is a USDC yield strategy infrastructure integrated into a Partner's interface. Depending on the scope subscribed to, the Service may include a deposit and withdrawal process, asset custody, allocation to authorized strategies, recordkeeping, the provision of balance and transaction data through an API, and reporting functions.

These Special Terms and Conditions supplement the General Terms and Conditions. Coinstancy Link is based on the direct contractual model defined in Article 2 of Part VII. The Order Form entered into with the Partner specifies the enabled modules, territories, networks, service levels, rates, fees, revenue-sharing terms, and any express exceptions.

2. CONTRACTUAL MODEL AND OWNERSHIP OF ASSETS

Coinstancy Link is based exclusively on a direct model between Coinstancy and each End User.

Before any deposit, each End User receives and accepts all applicable Coinstancy General Terms and Conditions and Special Terms and Conditions, as well as the Partner's terms, satisfies the required checks, and becomes a direct Client of Coinstancy.

Coinstancy holds Link assets in an aggregated account specific to each Partner and maintains an individualized subledger in its records for each End User's assets, balances, yields, movements, and obligations. Technical aggregation of the assets changes neither their beneficial ownership, which remains with each End User, nor the direct contractual relationship between Coinstancy and that End User.

The Partner enters into a separate Order Form with Coinstancy for access to the embedded infrastructure, service levels, and revenue sharing. This B2B agreement gives the Partner no ownership rights in End Users' assets.

The Partner may not represent End Users' assets as its own, pledge them as security, reuse them, offset them against its own claims, dispose of them outside authorized instructions, or cancel a withdrawal instruction already received by Coinstancy.

3. ROLES OF THE PARTIES

The Partner is responsible for its interface, its commercial relationship with End Users, the accuracy of its communications, obtaining the required consents, transmitting authorized instructions and data, the security of its systems, and compliance with the laws applicable to its business.

Coinstancy is responsible for the functions it performs under the Order Form, including the technical receipt of eligible assets, their custody where provided, execution of authorized allocations and deallocations, maintenance of its records, and transmission of available balance data.

Neither Party may bind the other, make a statement on its behalf, or present itself as its authorized representative, regulated distributor, agent, or joint venturer without a separate, legally valid written mandate.

4. INTEGRATION AND DEPLOYMENT

Integration may be organized around an indicative three-week target from the complete delivery of the necessary specifications and access, subject to security, compliance, brand, and data protection approvals and the availability of the Parties' teams. This target is not a firm deadline. Dates, dependencies, and any binding commitments are defined in the Order Form or a project plan accepted by the Parties.

Production deployment occurs only after approval of the agreed tests, consent processes, reconciliation, withdrawals, access controls, incident management, and rollback plan. A firm deadline or penalties apply only if expressly set out in the Order Form or a signed project plan.

5. API AND TECHNICAL SECURITY

For the term of the Agreement, Coinstancy grants the Partner a limited, nonexclusive, nontransferable, and revocable right to use the Link APIs to provide the authorized Service. The Partner complies with the technical documentation, rate limits, authentication mechanisms, security rules, and usage restrictions communicated by Coinstancy.

API keys, tokens, and secrets are confidential. The Partner stores them in accordance with state-of-the-art practices, restricts authorizations, logs access, applies the principle of least privilege, and notifies Coinstancy without undue delay of any incident or suspected compromise.

Coinstancy may update or deprecate an API version after reasonable notice, except for urgent security, compliance, or availability fixes. Integration features and service levels relating to availability, support, maintenance, recovery, and response times are available and defined on a case-by-case basis in the Order Form, technical documentation, or a signed service level agreement.

6. KYC, KYB, SANCTIONS, AND MONITORING

The Partner retains its existing KYC process and carries out the checks for which it is responsible. It securely transmits to Coinstancy all information and supporting documents

necessary for onboarding and ongoing monitoring, including identity and contact details, date and place of birth, proof of identity and address, beneficial owners, Authorized Representatives, source of funds, KYC results and documents, wallet addresses, transaction history, sanctions checks, and information necessary for anti-money laundering and countering the financing of terrorism.

Delegating a step to the Partner does not relieve Coinstancy of its own obligations or deprive it of its right to carry out independent checks, request supporting documents, reject an End User or a transaction, suspend a withdrawal, freeze assets, or terminate the Service where required by law, an authority, or its risk policy.

The Partner warrants the accuracy, currency, and traceability of the information transmitted. It retains evidence and logs for the applicable statutory period and provides them to Coinstancy or a competent authority where required.

7. DEPOSITS, ASSETS, AND ELIGIBLE NETWORKS

Coinstancy Link accepts only USDC on the networks expressly enabled in the Order Form or Coinstancy's online documentation. These networks are the eight networks currently supported for Coinstancy Clients and may change. The Partner must display the network, asset, destination address, required confirmations, fees, and warnings before confirmation.

A deposit made in another asset, on another network, through an unauthorized bridge, or to an incorrect address may be irrecoverable. Coinstancy is not required to support an unsupported asset or network. It may agree to attempt recovery, subject to any pricing expressly accepted in writing by the person concerned before the intervention, in accordance with Article 12 of Part VII.

Coinstancy may add, limit, suspend, or remove a network for reasons relating to security, liquidity, compliance, regulation, or maintenance. The Partner promptly reflects the applicable information and restrictions in its interface.

8. ALLOCATION, PARTNER YIELD, AND REVENUE

During the subscription process and within the scope of the accepted Service, each End User expressly authorizes Coinstancy to hold their USDC and carry out the operations necessary for the Link strategy subscribed to, including authorized allocations, deallocations, and conversions. Coinstancy retains evidence of this authorization in accordance with Article 14 of Part VII.

The Order Form entered into with the Partner defines the infrastructure's functions and the scope of available strategies. It does not replace the End User's instruction or mandate and does not allow the Partner to dispose of the End User's assets for its own account. Coinstancy may change an allocation within the scope of the accepted mandate to

manage a risk, preserve liquidity, respond to an incident, or comply with a legal requirement.

The Partner rate is the annual rate displayed or agreed for the Partner before deduction of the yield that the Partner chooses to pass on to End Users, unless otherwise defined in the Order Form. The reference Partner rate is set at 7% APY and remains applicable until changed in accordance with this Article. Coinstancy may change this rate for all outstanding balances, including those already allocated, after expiry of the notice period specified in the Order Form or communicated to the Partner. The new rate may not apply before that notice period expires. The binding rate, its calculation basis, its conditions, and its effective date are set out in the Order Form, interface, or notification sent to the Partner.

The Partner may determine the yield presented to End Users only within the limits of the Order Form entered into with Coinstancy and applicable regulations. It informs each End User of the rate allocated to them and its fees, together with the legally required risks and information. Unless otherwise required by law, it is not required to disclose the Partner rate or the amount of remuneration agreed between Coinstancy and the Partner.

The difference between the Partner rate and the yield actually allocated to End Users constitutes revenue sharing between Coinstancy and the Partner under the terms set out in the Order Form. This sharing must be lawful, transparent between the Parties, and properly documented. Coinstancy guarantees no minimum margin or revenue amount beyond expressly agreed commitments.

9. BALANCES, RECONCILIATION, AND REPORTING

Coinstancy provides the Partner with available balance and movement data at the frequency and in the format specified in the Order Form. API data constitutes an operational presentation and must be reconciled with custody records and, where applicable, on-chain records.

Each Party performs the reconciliation checks for which it is responsible. Any discrepancy is reported without undue delay, documented, and corrected under the incident procedure. The Partner must not display a balance, yield, or withdrawal status that it knows to be incorrect, outdated, or unconfirmed.

10. WITHDRAWALS AND SETTLEMENT

For Coinstancy Link, settlement of a complete, authenticated, compliant withdrawal request relating to available assets normally occurs within up to forty-eight (48) calendar hours from its direct receipt by Coinstancy from the End User. This timeframe includes, where applicable, deallocation and initiation of settlement by Coinstancy. It does not guarantee final receipt in the destination wallet or account.

The timeframe begins when Coinstancy receives a complete and authenticated instruction containing all required data and approvals. It may be exceeded where additional security, compliance, identity, or source-of-funds verification is requested, and in the event of an incomplete instruction, insufficient liquidity, ongoing deallocation, an incident, congestion, unavailability of a protocol or provider, a contractual lock-up, a freezing measure, a request from an authority, or force majeure. Once received by Coinstancy, the instruction may not be canceled by the Partner.

The Partner accurately communicates the status transmitted by Coinstancy to End Users and does not promise a shorter timeframe, the ability to cancel after receipt by Coinstancy, or immediate availability without a corresponding written commitment from Coinstancy.

11. COVERAGE AND PRESENTATION TO END USERS

All strategies accessible through Coinstancy Link are subject to the Coverage policy defined by the clause “Targeted Coverage of certain Sensitive Protocols and absence of a general guarantee.” Only exposures to Sensitive Protocols for which Coinstancy decides to acquire available Coverage may be covered. Link does not automatically provide Coverage for all assets, protocols, users, or losses.

The Partner may not use the terms “insured,” “guaranteed,” “fully covered,” “100% covered,” or an equivalent expression. Where Coverage exists, its interface must state or make immediately accessible the protocol concerned, the covered percentage or amount, the period, covered events, main exclusions, limits, and absence of any automatic direct right against OpenCover or the Coverage Provider.

The Partner promptly updates or removes any reference to Coverage when Coinstancy informs it of a change, suspension, expiration, or unavailability.

12. FEES, BILLING, AND TAXES

As of the date of acceptance, Coinstancy charges neither the Partner nor End Users any fees for Link, including no deployment, subscription, API, transaction, network, conversion, withdrawal, support, or Coverage fees. Coinstancy pricing may be introduced or changed only after prior notice and the express written acceptance of the person concerned before it is applied. Fees charged directly to an End User by a Partner or third-party provider under a separate relationship are not fees charged by Coinstancy and remain subject to the terms and pricing information applicable to that relationship. The cost of Coverage is entirely borne by Coinstancy. Revenue-sharing arrangements between Coinstancy and the Partner are defined in the Order Form and do not constitute a fee charged to the End User.

Each Party is responsible for its own taxes, levies, and reporting obligations. The Partner is responsible for billing and pricing information addressed to its End Users, unless the Order Form expressly assigns this function to Coinstancy.

13. PERSONAL DATA

Before production deployment, the Parties enter into a data protection agreement identifying, for each processing activity, their status as separate controllers, joint controllers, or controller and processor, together with the purposes, data categories, legal bases, instructions, recipients, retention periods, security measures, international transfers, arrangements for exercising rights, and notification obligations.

The Partner transmits only data that is necessary, accurate, and lawfully obtained. It informs End Users of the transmission to Coinstancy and obtains any required consent. Coinstancy processes the data in accordance with the role and purposes defined in the data protection agreement and its own legal obligations. The End User may exercise their personal data rights directly with Coinstancy by writing to compliance@coinstancy.com, without being required to first contact the Partner.

No production data may be used in a test environment without appropriate protective measures and authorization.

14. COMMUNICATIONS, BRANDING, AND USER DOCUMENTATION

Unless otherwise agreed in writing by Coinstancy, any interface offering Link visibly displays the statement “Powered by Coinstancy.” The Partner submits to Coinstancy’s prior written approval any communication using Coinstancy’s name, brand, rates, protocols, Coverage, performance, or regulatory status. Coinstancy’s approval does not relieve the Partner of its responsibility for the lawfulness and accuracy of its own communications.

Before any deposit or instruction, the Partner presents each End User with all applicable Coinstancy General Terms and Conditions and Special Terms and Conditions, as well as its own terms, risk warnings, the rate and fees applicable to the End User, withdrawal rules, complaints handling, and personal data information. The acceptance process is designed so that Coinstancy can directly retain or immediately obtain the version of the terms accepted, the End User’s identity, the date, time, method of acceptance, and proof of integrity. The Partner warrants the availability, traceability, and retention of this evidence for the applicable statutory period and transmits it promptly to Coinstancy upon request.

No communication may present Link as a bank account, guaranteed deposit, risk-free savings product, or comprehensive Coverage.

15. SUPPORT, COMPLAINTS, AND INCIDENTS

The Partner is the first point of contact for End Users and acknowledges receipt of all their requests. Through the agreed secure channel, it forwards to Coinstancy those relating to functions operated by Coinstancy. Coinstancy provides the Partner with the second-level

support necessary to handle these requests. Without prejudice to this arrangement, the End User may contact Coinstancy directly at support@coinstancy.com for any complaint concerning Coinstancy, security incident, blocked withdrawal, or request from an authority. Personal data rights may be exercised at compliance@coinstancy.com. Prior contact with the Partner's support team is not a condition for exercising these rights or making these reports.

The Parties inform each other without undue delay of any security incident, balance error, blocked withdrawal, protocol event, significant complaint, or request from an authority that may affect the Service. They coordinate communications without delaying any legally required notification.

Each Party maintains a register of incidents and complaints within its scope and provides the information necessary for an accurate and reasoned response.

16. AUDIT, COMPLIANCE, AND SUBCONTRACTORS

Each Party retains the evidence necessary to demonstrate performance of its obligations. Coinstancy may reasonably and proportionately request from the Partner the policies, reports, logs, test results, or certifications necessary to assess security, KYC, compliance, data protection, and continuity of the Service.

Coinstancy may use specialized providers for custody, execution, infrastructure, compliance, conversion, payment, or Coverage. It remains responsible for its contractual obligations to the extent provided by law and informs the Partner of provider categories or material changes where required by the Agreement or regulations.

17. LIABILITY

Each Party is responsible for its breaches, systems, communications, instructions, and the persons it authorizes. The Partner indemnifies Coinstancy for the direct consequences of an unauthorized instruction, misleading user information, a failure in KYC for which it is responsible, unlawful transmission of data, or unauthorized use of the API. Coinstancy is responsible for the direct consequences of a breach attributable to it in performing the subscribed functions.

No provision limits liability that cannot lawfully be excluded, particularly in cases of fraud, gross negligence, bodily injury, or breach of a mandatory obligation. Any other limitation or cap applicable between Coinstancy and the Partner must be expressly set out in the Order Form and does not reduce an End User's mandatory rights.

18. TERM, SUSPENSION, TRANSITION ARRANGEMENTS, AND TERMINATION OF THE SERVICE

Coinstancy may suspend all or part of Link in the event of a security, compliance, or regulatory risk, fraud, an incident, misuse of the API, failure to pay, or a material breach by the Partner. Suspension is limited to the necessary scope, and the Parties cooperate to protect assets and End Users.

At the end of the Agreement, the Parties implement a transition plan identifying the instructions still accepted, temporary maintenance of read-only access, return or transfer of assets, communications to End Users, data export, deletion or statutory retention of data, and handling of pending complaints.

Neither Party may disrupt a critical process in a disorderly manner while assets or withdrawals remain pending, except for an immediate measure required by security, law, an authority, or a force majeure event.

VIII. SPECIAL TERMS AND CONDITIONS OF COINSTANCY AGENTIC BANK

1. PURPOSE AND CONTRACTUAL FRAMEWORK

These Special Terms and Conditions govern Coinstancy Agentic Bank, a service offered by Blue Shadow Webdev SAS, doing business as Coinstancy, identified in the Preamble to the General Terms and Conditions. They apply to the Client who holds the account to which the features are linked, whether acting in a personal or professional capacity, and to the persons authorized by the Client within the scope of their powers.

Depending on the features actually available and activated, Agentic Bank includes a Personal MCP connection, wallets dedicated to software agents, and a hosted execution module called Cloud Run. Subscribing to one module does not activate the other modules.

For Agentic Bank, these Special Terms and Conditions prevail over incompatible general provisions concerning its operation. An expressly accepted Order Form or specific agreement may specify the agreed services, subject to mandatory law. The terms of an underlying product remain applicable to its subscription, risks, any yield, and withdrawals. An Agentic authorization does not replace acceptance of those terms.

Agentic Bank is a trade name. It does not mean that the Client opens a bank account or that the use of this name alone gives Coinstancy authorization as a credit institution. Digital assets do not constitute bank deposits covered by a deposit guarantee scheme.

2. ELIGIBILITY, TERRITORIES, AND ACTIVATION

Access is subject to opening an account, the Client's legal capacity, applicable identity, authority, compliance, and source-of-funds checks, and the availability of the service in the relevant territory. For a professional Client, persons authorized to create agents, approve operations, or subscribe to a plan must have the necessary powers.

Coinstancy does not offer or provide a service in a territory until the legally required authorizations for its provision have actually been obtained. An unsolicited request, mandate, or acceptance of these Terms does not waive this requirement. The Agreement's territorial restrictions apply to all Agentic modules.

Before activation, the Client reviews these Terms, the accessible functions, requested permissions, risks, service limits, and, where applicable, pricing. Acceptance and authorizations are obtained through a traceable mechanism. The accepted contractual version is made available on a durable medium under the conditions provided in the GTC.

Visiting a page, connecting an AI Client, a model generating a proposal, or the existence of an available balance does not, on its own, constitute authorization to move assets, activate a live workflow, or subscribe to a paid plan.

3. SERVICE-SPECIFIC DEFINITIONS

Agent: software, an artificial intelligence system, or an automated process to which the Client grants limited authorization. The Agent is not the account holder, does not become the owner of the assets, and does not acquire legal personality through its use.

Personal MCP: a connection using the Model Context Protocol to make Coinstancy tools accessible to a compatible AI Client. AI Client: an application or service used to interact with a model and call these tools.

Agent Wallet or Wallet: a dedicated wallet linked to the Client, whose assets and operations are identified in Coinstancy's records and assigned to the authorized scope for the relevant Agent. Policy: the set of spending rules, permissions, limits, recipients, authorized services, and approval requirements applicable to that Wallet.

Delegated Authorization: a prior, express, and limited instruction allowing an Agent to request only the operations defined by the Client, subject to applicable checks. Approval: human validation required for a particular operation or Policy change.

Workflow: a sequence of steps defined and activated by the Client, executed by Cloud Run according to a specified trigger and limits. x402 Provider: a third party offering a digital resource or service, access to which may be conditional on payment through an x402-compatible protocol.

4. PERSONAL MCP AND CONFIRMATION OF ACCOUNT OPERATIONS

Personal MCP provides access to account data and tools within the permissions granted. Read-only functions may cover, in particular, the portfolio, transactions, rates, and accessible investments. The information exposed depends on the integration actually activated.

A financial action concerning the main account must be prepared and then explicitly confirmed by the Client or an authorized person. The summary presents the information needed for the decision: nature of the operation, asset and network concerned, amount, destination or product, fees or estimate, and applicable execution parameters.

An MCP connection, access token, general statement addressed to the model, or read-only authorization does not replace this confirmation. A material change in the purpose, destination, amount, or accepted terms requires a new explicit confirmation by the Client or an authorized person under the same conditions.

A model's response may contain an error or describe an operation that has not been executed. The Client verifies processing using the statuses available in Coinstancy tools and relevant technical information, without prejudice to other admissible evidence. The autonomous authorizations described in Article 7 concern the Agent Wallet and do not give general autonomous access to the main account.

5. CUSTODY OF WALLETS AND OWNERSHIP OF ASSETS

Agent Wallets are held under Coinstancy's control, and Coinstancy controls their keys or means of access. They are governed by the Custody Agreement in Part IV(a) of the GTC, supplemented by these Terms. The Client does not exercise self-custody merely because a Wallet is dedicated to its Agent.

The assets remain associated with the Client and are recorded as such in Coinstancy's records. The Agent has only a limited technical ability to request authorized operations. Coinstancy retains its own obligations concerning security, position recordkeeping, segregation of Client assets, and return of assets under the Agreement and applicable law.

Separating the Wallet from the main account segregates balances, permissions, and the budget. On its own, it does not constitute a bank guarantee, a separate ring-fenced estate, or a guarantee against all consequences of insolvency.

Within the initial scope described for the service, Wallets are funded in USDC on the Base network. Accepted assets, networks, and addresses are specified in the funding process. The Client checks this information before making any transfer. Another asset, network, or conversion mechanism becomes available only if it is actually supported and presented in the applicable documentation.

Merely holding USDC in a Wallet does not automatically subscribe the Client to Savings, Pro, Link, or a yield strategy. No yield or Coverage arises automatically from that holding.

6. FUNDING, AVAILABLE BALANCE, AND RETURN OF ASSETS

The Wallet is funded on the Client's instruction through the process offered and after the required confirmations. Authorizing an Agent to spend from its Wallet does not authorize it to fund that Wallet from the main account. These Terms do not provide for any automatic top-up of an Agent Wallet from the main account.

Depending on ongoing operations, the balance presented distinguishes amounts that are available, reserved, committed, or unavailable. An amount already reserved or committed for one operation cannot be considered freely available for another expenditure.

The Client may request the return or transfer of the available balance through supported processes. Processing remains subject to authentication, destination instructions, compliance checks, commitments that are already irrevocable, freezing measures, and constraints of the relevant network. Coinstancy communicates any applicable fees and relevant tracking information.

The indicative forty-eight-hour period provided for settlement of certain Savings positions is not a general timeframe for x402 payments, Cloud Run execution, or return of Wallet assets. The timeframe specific to the process used is communicated to the Client. Closing an Agent does not deprive the Client of its rights over unspent assets.

7. SCOPE OF THE MANDATE AND SPENDING POLICY

The Client may authorize an Agent to request operations from its Wallet without approving each one, solely within the scope expressly defined and activated. This authorization must specify the categories of operations, authorized services or recipients, limits, and necessary approval conditions. A monetary limit does not constitute indiscriminate authorization for every financial operation.

The Policy may include per-operation limits, daily and monthly budgets, permitted prices, lists of authorized services, human approval thresholds, and other parameters actually offered. Before activation, the interface or notice specifies the calculation period, time zone, treatment of pending operations and fees, and the effect of changing these parameters.

Coinstancy applies Policy checks to the actual request before committing to it. A request that violates a limit or prohibition, or whose compliance cannot be verified, may not be executed. Where human approval is specifically required by the Policy and the other conditions are met, the request is placed on hold pending that approval. A one-time approval does not expand other permissions or permanently change the Policy without a separate action by the Client.

The Agent may not increase its limits, authorize a new beneficiary for itself, disable controls, or change administrative rights. Instructions contained in an API response, web page, purchased resource, or other third-party content do not constitute the Client's authorization.

Transfers to other Wallets or pools are possible only for destinations, products, and operations that are actually supported and authorized. They remain subject to the terms of the relevant product and the required regulatory authorizations. These Terms do not grant any general mandate for discretionary management of the Client's assets.

8. BUDGETS, COSTS, AND CONCURRENT OPERATIONS

The Client must be able to identify what each limit covers: resource prices, amounts transferred, network or third-party fees, and, where a paid plan exists, Coinstancy fees and execution costs. Any cost not included in a displayed limit must be identified separately and subject to appropriate authorization and a suitable limit before commitment.

Coinstancy takes into account amounts reserved by pending requests so that concurrent executions cannot circumvent applicable limits. Where a cost varies or cannot be fixed in advance, an estimate and authorized maximum, or another explicit limiting rule, are presented and accepted before live execution.

A budget reduction or Policy change applies to new requests under the terms presented to the Client. It does not retroactively make cancelable an operation that has become irrevocable. Unused reservations are released when the absence of a commitment can be

established; they may not be treated as a definitively incurred expenditure without an operation or contractually due fee.

9. SIMULATION AND TRANSITION TO LIVE EXECUTION

The service offers a simulation mode enabled by default in the process described. A simulation allows a request or workflow to be examined without, by itself, authorizing an actual movement of assets. Switching to live execution requires an explicit action and the applicable authorizations.

Simulation results are indicative. They depend on the data, prices, network states, and conditions observed. They guarantee neither the future price, availability of a service, nor successful execution. The necessary checks and authorizations are verified again during live execution.

Any purchase of a third-party resource needed for a test must be distinguished from a simulation without payment and authorized as such. A simulation may not be used to covertly incur actual expenditure or subscribe to a paid plan.

10. CLOUD RUN AND PERSISTENT WORKFLOW EXECUTION

Cloud Run is Coinstancy's hosted execution module. The Client defines the workflow, accessible tools, trigger, frequency or expected event, authorizations, budget, and execution limits offered. Creating or testing a workflow does not constitute activation of its live execution.

After activation, the workflow may operate without an open conversation session or a maintained AI Client connection. The Client understands that closing a conversation or leaving its AI application does not stop a workflow that has already been activated. The Client uses the corresponding pause or deactivation functions.

Each financial step remains subject to the Wallet Policy, required approvals, and workflow-specific limits. A missing authorization may not be replaced by a model's decision. An event, webhook, or third-party content may not expand the powers initially granted.

Execution timeframes, recovery, retries, and statuses are those indicated in the service and applicable documentation. In the absence of a specific commitment, no exact time, uninterrupted availability, or successful completion of all steps is guaranteed. A technical failure or retry does not, on its own, authorize a second payment. Coinstancy applies the controls necessary to handle duplicates and ongoing commitments within the scope of its functions.

11. X402 PURCHASES, THIRD-PARTY PROVIDERS, AND HANDLING OF IRREGULARITIES

Purchases concern compatible services that are actually available and authorized by the Client. The conditions necessary for the purchase, including identification of the service, its price, the resource requested, and the relevant provider terms, must be accessible during the authorization process. The Agent's authorization does not allow it to accept commitments for the Client outside this scope. A payment permission does not constitute agreement to a new provider subscription, indemnification obligation, reuse of data, or commitment exceeding the previously authorized scope.

Payment for a resource does not guarantee the accuracy, usefulness, completeness, or fitness for a particular purpose of its content. The provider's own obligations remain determined by the terms of its service and applicable law. Coinstancy remains responsible for its own functions, including Policy checks and the operations it undertakes to perform.

In the event of payment without delivery, an inaccessible resource, a duplicate, or a disputed debit, the Client may report the irregularity to Coinstancy with the available references. Coinstancy examines the information within the scope of its service, informs the Client of useful steps, and corrects or returns amounts where required by its liability, the Agreement, or applicable law. The absence of a technical means to cancel a transaction does not eliminate a right to complain or obtain a remedy.

Refunds from a provider or a corrected operation are recorded for the benefit of the relevant Client when they are actually received or owed by Coinstancy. Budget displays distinguish between a refund, release of a reservation, and cancellation of an unexecuted commitment. No systematic provider refund is presumed.

12. FREE PLAN, FUTURE PAID PLANS, AND DEBITS

Agentic Bank's free plan carries no Coinstancy fees. Its available features and limits are presented to the Client. This free access does not mean that resources or services purchased from third parties are free. The price of those purchases and any network or provider fees must be distinguished, presented, and authorized before commitment in accordance with Articles 7 and 8.

These Terms do not set the price of a future paid plan and do not constitute a subscription to such a plan. Before any paid subscription, Coinstancy presents the price, taxes, billing unit, billing frequency, features, quotas, term, renewal and termination conditions, any overages, and debit arrangements. The Client expressly accepts them through a separate and traceable action.

Amounts due under a paid plan are debited from the balance of the designated Wallet within the accepted pricing and authorization. The Client is informed of the asset debited, the amount or its calculation method, and any necessary conversion. Holding a balance does not constitute a debit authorization. Funds in the main account may not be used to cover an insufficiently funded Wallet solely on the basis of these Terms.

No automatic transition from the free plan to a paid plan, purchase of additional capacity, or billed overage may be inferred solely from continued use. Introducing a price, changing it, and a paid renewal remain subject to applicable information, consent, and mandatory rules. An operation already accepted retains the conditions that applied to it.

If the balance is insufficient, Coinstancy may refuse a new paid execution or suspend the relevant feature under the plan's terms, without creating an overdraft or impairing custody and return obligations. Invoices, receipts, and relevant calculation information are made available to the Client under the terms of the Agreement.

13. PAUSE, MODIFICATION, EXPIRATION, AND REVOCATION

The Client may use the functions offered to modify a Policy, suspend paid calls, deactivate a workflow, or revoke delegated access. The interface specifies the subject and status of the requested action. Suspending a workflow and revoking access are separate from closing the account and requesting the return of assets.

A recorded pause or revocation blocks the new requests concerned before any new commitment. Pending tasks that have not yet been irrevocably committed may not use a revoked authorization. The treatment of steps in progress takes into account their actual status and the possibilities for stopping them.

An operation may no longer be cancelable once a payment instruction or authorization has been irrevocably delivered to a third party, accepted by an execution mechanism, or broadcast to a network, depending on the relevant process. This stage and its consequences are explained in the applicable process or documentation. A pause does not erase operations already performed or retroactively revoke a commitment that has become irrevocable.

Where a stop cannot immediately take effect on an operation in progress, Coinstancy indicates its status and takes the measures reasonably necessary to prevent new commitments within the revoked scope. Disputed operations remain subject to liability and complaint rules.

14. ACCESS SECURITY AND CLIENT OBLIGATIONS

The Client protects its authentication methods, carefully selects authorized persons and applications, and checks permissions before granting them. The Client does not disclose personal credentials, approval codes, or secrets to a model or provider that does not need them. Keys held by Coinstancy are not provided to the Agent as part of ordinary access to the service.

The Client keeps its team members' authorizations up to date, uses revocation functions when access is no longer necessary, and reports any compromise or suspicious operation without unjustified delay. The Client may not use Agentic for unlawful operations,

circumvention of controls, unauthorized activities for third parties, or infringement of third-party rights.

Coinstancy implements the security, authorization, and Policy controls within the scope of its functions. A technically authenticated request does not, on its own, demonstrate that it falls within the powers granted. Fraudulent use of a token, a configuration error, a model error, or prompt injection is examined in light of each party's obligations and any breaches; it does not automatically result in the Client's exclusive liability.

15. ACTIVITY LOG, RECEIPTS, AND EVIDENCE

Coinstancy retains the information necessary to track authorizations and operations within the scope of its service. Tracking distinguishes relevant simulations, pending requests, approvals, reservations, executions, failures, and refunds. Available references allow an operation to be linked to the Wallet, workflow, service, amount, and rules or validations applied.

A receipt or technical reference describes the processing observed; it does not constitute a guarantee of the quality of the purchased resource. Logs, timestamps, and blockchain information are assessed alongside other admissible evidence. They may be challenged and do not constitute conclusive evidence against the Client.

Access to tracking information, export options, and retention periods are specified in the documentation and data protection policy according to available features and applicable obligations. Deactivating a module does not erase data that Coinstancy must legally retain or the Client's rights to obtain information to which the Client is entitled.

16. DATA, AI CLIENTS, AND WORKFLOW SECRETS

Account data accessible to an AI Client is limited by the permissions granted and tools used. The Client reviews the categories of data exposed and the processing performed by the AI application it chooses. That application's policy and those of model providers may apply to their separate processing activities.

For the operations it performs, Coinstancy processes, in particular, necessary identification and compliance data, authorizations, Policy parameters, instructions, Wallet information, technical workflow data, execution logs, and billing or support information. The purposes, legal bases, recipients, retention periods, processing locations, and transfer safeguards are described in the data protection policy and service-specific information.

The Client must not include data or content that it is not authorized to transmit. Any secrets needed for a workflow are entrusted only through the secure mechanisms provided for that purpose, with limited rights. An instruction in a prompt does not replace the security and confidentiality measures owed by Coinstancy.

Controller and processor roles are determined for each processing activity. Where a data processing agreement is required, it is entered into before the relevant processing. No use of these Terms constitutes general consent to incompatible purposes, undisclosed reuse of data, or an international transfer without the required safeguards.

The Client may exercise personal data rights by contacting compliance@coinstancy.com, under the conditions and within the limits of applicable law.

17. RISKS AND ABSENCE OF AUTOMATIC COVERAGE

The service involves, in particular, risks of model errors, misinterpreted instructions, prompt injection through third-party content, overly broad permissions, repetition of a task, provider unavailability, insufficient resource quality, and changes in resource prices. Simulation, limits, and approvals reduce certain risks without guaranteeing the absence of all incidents.

Operations involving USDC and Base also carry risks relating to depegging, the issuer, liquidity, smart contracts, the network, freezing or restrictions affecting an asset or address, and the providers and execution mechanisms used. Assets and fees actually committed may vary in value; technical irreversibility may limit recovery options.

The Coverage policy for certain Sensitive Protocols described in the GTC does not automatically extend to Agent Wallets, x402 purchases, Agent errors, or Cloud Run. Any Coverage remains limited to its actually applicable subject matter, amounts, dates, and exclusions. No principal, yield, workflow result, or continuous availability is guaranteed solely by virtue of Agentic Bank.

These warnings do not exempt Coinstancy from liability for a breach attributable to it or reduce the Client’s mandatory rights.

18. COINSTANCY’S OBLIGATIONS AND LIABILITY

Coinstancy is responsible for the functions it undertakes under the service, including the custody it provides, application of contractually agreed permissions and limits, processing of approvals and revocations, and debits and operations arising from its activities. It is liable for damage resulting from a breach attributable to it under applicable rules of causation, evidence, and liability.

An expenditure properly executed within the scope actually authorized may remain payable by the Client even if the resource proves of little use. This situation is distinct from an operation carried out in breach of a Policy, without the required approval, or following a breach attributable to Coinstancy. The assessment is not based solely on the fact that the Client uses an Agent.

Using a provider, a model failure, or an external incident does not, on its own, eliminate Coinstancy's own liability. None of these events is automatically classified as force majeure. The criteria under applicable law must be met.

The specific custody liability regime provided by the GTC and mandatory provisions remains applicable to Wallets held by Coinstancy. The free nature of a plan does not reduce any liability, compensation, or obligation to return assets to zero. No clause in these Terms deprives the Client of a right that cannot legally be waived.

19. SUSPENSION, TERMINATION OF THE SERVICE, AND TRANSITION ARRANGEMENTS

The Client may deactivate features through the available processes. Termination of any paid plan follows the terms presented and accepted upon subscription, subject to mandatory rights. Deactivating Agentic does not, on its own, close other Coinstancy services.

Coinstancy may suspend the relevant functions in the event of a security risk, noncompliance with the Agreement, a compliance requirement, technical unavailability, or a request from a competent authority. It limits the effects of the measure to what is necessary and informs the Client of its consequences where it can legally do so without compromising security.

Termination of the service results in stopping new commitments within its scope, processing ongoing operations, revoking the relevant access, and arranging the return or transfer of available assets. Fees actually due, irrevocable commitments, and evidence retention obligations continue to be handled under the Agreement and applicable law. Assets do not become Coinstancy's property solely because of deactivation, inactivity, or termination of a plan.

20. CONSUMER CLIENTS AND RIGHT OF WITHDRAWAL

Consumer Clients retain the mandatory rights applicable to the relevant service, particularly regarding precontractual information, conformity, a right of withdrawal where provided, termination, mediation, and remedies. They may not be classified as professional Clients solely because they use an Agent or development tool.

Where a right of withdrawal applies, the Client receives, before entering into the agreement, the required information concerning its duration, start date, exercise procedures, the appropriate form or feature, the consequences of commencing performance, and any statutory exceptions. This information is provided on the required medium. Withdrawal may be exercised by writing to support@coinstancy.com, without prejudice to other legally required methods.

A request to commence performance before the end of a withdrawal period is obtained separately where required by law. Connecting the AI Client, funding the Wallet, launching a workflow for the first time, or generally accepting these Terms does not constitute a blanket waiver of consumer rights. Any exceptions or loss of rights are assessed for the relevant service and only where their statutory conditions are actually met.

Deactivating a module, returning assets, and withdrawing from an agreement are separate procedures. The irreversibility of a payment on a network does not eliminate any obligations to return assets or provide compensation arising under applicable law.

Merely commencing an ongoing service or subscription does not constitute its full performance. In the event of a valid withdrawal, Coinstancy makes the refunds and returns due within the statutory time limits. An amount corresponding to a service that has commenced may be retained only if applicable law permits it and the conditions relating to information, prior request, and evidence are met. No withdrawal penalty is applied. An unequivocal statement may be sent to support@coinstancy.com or submitted through the online feature where making that feature available is legally required; Coinstancy acknowledges receipt on a durable medium under the applicable statutory conditions.

The Client may submit a complaint to support@coinstancy.com under Article 11, Disputes and complaints, of the GTC. The rules on mediation, applicable law, and jurisdiction in Article 29, Governing law and jurisdiction, of the GTC remain applicable. These Terms create no new time limit barring a claim.

21. CHANGES TO THE SERVICE, LANGUAGE, AND EFFECTIVE DATE

Changes to these Terms are communicated in accordance with Part II, Article 2 of the GTC, subject to applicable specific and mandatory rules. Adding a paid module, extending financial permissions, or subscribing to a new product requires information and acceptance specific to those changes. Merely publishing new technical documentation is not sufficient to expand a Client’s authorization.

The French version of these Terms operates together with the language clause in the GTC, subject to mandatory requirements regarding information provided to the Client. Versions, notification dates, effective dates, and evidence of acceptance are retained under applicable contractual and statutory rules.

For each Client, these Terms take effect upon their acceptance and activation of the relevant module, without retroactive effect on prior operations. Their distribution and incorporation into the GTC follow the required notification and enforceability procedures.