

PLATFORM'S SERVICE TERMS

This Juno Customer Agreement (this “**Agreement**”) is between NVIO Pagos El Salvador, S.A. de C.V., a company organized in El Salvador (“**Juno**” or “**Issuer**”) and you (“**Customer**”) and shall be effective on the date the last Party accepts this Agreement (the “Effective Date”) through Juno’s Platform. Juno and Customer will each be referred to herein as a “**Party**” and together as “**Parties**.” This Agreement governs the services described in Section 1, which include Juno’s provision of a Mexican peso-denominated stablecoin (“**MXNB**”) that Customer may issue and redeem with Juno through a designated customer interface (“**Juno's Platform**”) based on Juno’s and/or its Affiliates proprietary software (“**Software**”) (collectively, the “**Services**”). Other terms and conditions may apply to the Customer’s use of other MXNB-related services (such terms and conditions, “**Additional Agreements**”).

The Parties agree as follows:

1. SERVICES

1.1 MXNB Transactions.

- (a) About MXNB. MXNB is a digital token recorded on Arbitrum and other ledger systems that Juno may support from time to time (each, a “**Supported Network**”). Each MXNB can be redeemed for one (1) Mexican Peso with Juno, subject to applicable conditions and limitations in this Agreement. MXNB is not designed to increase in value, generate returns, or otherwise create profit or gain for Customers.
- (b) MXNB Reserve. NVIO Pagos El Salvador, S.A. de C.V. (the “**Issuer**”), the Juno entity that issues MXNB, shall maintain a reserve of high-quality, liquid assets (the “**Reserve**”) having an aggregate market value expressed in Mexican pesos at any given Mexican business day (a “**Business Day**”), at least equal to the number of then outstanding MXNB multiplied by one (1) Mexican peso. The purpose of the Reserve is to provide Mexican pesos to satisfy MXNB redemptions. Subject to Applicable Law, Issuer shall maintain the Reserve in accounts that are segregated from the Issuer’s other assets, at depository institutions and securities custodians, as applicable pursuant to Juno’s Investment Policy.
- (c) MXNB Risks, Disclosures and Acknowledgements. MXNB does not convey any direct or indirect property interest in or right to withdraw any assets held in the Reserve. Juno is entitled to and may withdraw from the Reserve all net returns earned on assets held in the Reserve to the extent not required to maintain the Reserve at the minimum market value set forth in Section 1.1(b). MXNB is subject to certain risks disclosed in Section 12 and Exhibit D. Juno does not offer its Services to individuals, only to corporate clients.
- (d) Issuance and Redemption of MXNB. Juno does not offer its services to the public. Only Customers are eligible for the issuance of MXNB from, or redeem MXNB with, Juno. To place an order for the issuance or redemption of MXNB (“**Order**”), the Customer shall follow the instructions on Juno's Platform for transferring Mexican pesos or MXNB to Juno. For the issuances of MXNB, Juno will execute an Order upon determining that (i) it has received Mexican pesos from the Customer’s designated bank account (“**Customer Bank Account**”) for an issuance Order or MXNB from the Customer’s designated blockchain address (“**Customer Wallet**”) for a redemption Order; (ii) the issuance or redemption would not violate internal Juno policies, this Agreement or any Additional Agreements; and (iii) no action, pending or otherwise, by a regulator, law enforcement, or a court of competent jurisdiction would restrict the issuance or redemption (a

“**Compliant Order**”). Juno may cancel any Order that it determines is not a Compliant Order. Juno shall use commercially reasonable best efforts to process Compliant Orders promptly, and in any event within two (2) Business Days following execution unless prevented or delayed due to factors outside Juno’s reasonable control, including without limitation directives from a prudential regulator of Juno or limitations imposed by the Customer’s, Juno’s, or any correspondent bank. An issuance Order is processed when Juno has initiated the transfer of MXNB to Customer’s Wallet equal to the amount of Mexican pesos that Juno received from Customer’s Bank Account, subject to applicable Fees, if any. A redemption Order is processed when Juno has initiated the transfer of Mexican pesos to Customer’s Customer Bank Account equal to the amount of MXNB that Juno received from Customer’s Customer Wallet, subject to applicable Fees, if any. The issuance and redemption of MXNB may be subject to additional terms and conditions that Juno may publish and update from time to time on Juno's Platform.

- (e) Transaction Confirmation. Subject to Applicable Law, processed Orders (“**Transactions**”) are confirmed by Juno on Customer’s Stablecoin Transactions page on Juno's Platform and/or by sending Customer a Transaction confirmation in Customer’s account evidencing all relevant elements of the Transaction. Although Juno shall observe reasonable due care in its communications, the information provided to Customer may not necessarily be accurate or complete and Customer should verify all Transactions listed on its Stablecoin Transactions page or confirmations delivered to Customer, as applicable. Juno maintains and retains records of Customer’s Transaction history for a period of ten years from the date of the Transaction. It is Customer’s sole responsibility to review its Transaction history on a regular basis.
- (f) Reversals and Cancellations. Customer acknowledges and agrees that it cannot cancel, reverse, or change any Transaction. Except as set forth herein or otherwise required by Applicable Law, no refunds are permitted.
- (g) Erroneous Transaction. If Juno discovers an erroneous Transaction caused by a system failure or any other reason, Juno has the right to correct the error regardless of whether it is beneficial to Juno or Customer. For example, when due to such an error Customer receives more MXNB than the amount that Customer should have received, Juno reserves the right to cancel or correct such improperly executed Transactions and Customer shall promptly return the MXNB in question to Juno or perform other operations in accordance with Juno instructions to Customer. A Transaction cancellation or correction shall be binding on both Parties. Juno will not assume any losses or responsibilities caused by any such erroneous Transaction.
- (h) Transaction Limits. Juno may impose volume and transaction limits. Juno shall disclose applicable volume and transaction limits by providing notice to the Customer or on Juno's Platform. Juno sets these limits at its sole discretion and reserves the right to change applicable limits, as and when it deems necessary.
- (i) Accuracy of Communications. Juno relies on the correctness of Customer’s communications with Juno. Upon the Customer sending the correct amount of Mexican pesos (in the case of an issuance Order) and correct amount of MXNB (in the case of a redemption Order) to Juno, Juno is entitled to operate on the basis that any such communications or sending of Mexican pesos or MXNB, as applicable, are correct and do not contain any errors (including in the case of manifest errors). However, Juno may cancel or amend the elements of a Transaction in case of a manifest error or a (potential)

violation of Applicable Laws or regulations or generally accepted market practices, regardless of cause. In the event that MXNB are issued improperly and/or due to a technological error, Juno shall have the authority to correct such error by eliminating any excess MXNB issued, if necessary. A cancellation or correction shall be binding upon both Parties. Juno shall recognize instructions (including details regarding Customer Bank Account and Customer Wallet) provided via Juno's Platform as valid, and Customer acknowledges that all instructions provided using Customer Credentials (defined in Section 5.7(c)) via Juno's Platform shall be treated as having been provided by Customer and Customer shall bear any and all responsibilities arising from these instructions.

- (j) Authorized Persons; Accuracy of Information. Juno shall be entitled to rely upon any Orders received from a person who is authorized to place Orders on behalf of Customer (an “**Authorized Person**”), including any person using Customer’s Customer Credentials, whether or not the authority of such person is then effective and without further inquiry of Customer in relation to the genuineness, authority or identity of the Authorized Person. Customers are also responsible for the completeness and accuracy of all information provided by such persons via Juno's Platform, including information regarding Customer Bank Accounts and Customer Wallets. Accordingly, Customer is liable for all Orders placed by an Authorized Person using Customer’s Customer Credentials, even if Customer deems such Orders to be unauthorized, and for any losses arising from information provided by such persons, including the loss of MXNB that Juno sends to a Customer Wallet that Customer does not control.
- (k) Compliance with Applicable Laws and Order Instructions. Customer shall be responsible for deciding to enter into any given Transactions, for ensuring it is permitted to do so under Applicable Laws (as defined in Section 5.1). Customer shall be responsible for placing an Order in accordance with instructions provided on Juno's Platform. Customer is therefore liable for any loss arising from transferring to Juno, or attempting to transfer to Juno, an asset other than Mexican pesos or MXNB.

1.2 Juno's Platform.

- (a) Authorization. Subject to and conditioned on Customer’s payment of the Fees (as defined below) and compliance with the other terms of this Agreement, Juno hereby authorizes Customer to access and use, solely during the Term, Juno's Platform in accordance with the conditions and limitations set forth in this Agreement in the jurisdiction(s) in which Customer is domiciled; provided that these jurisdiction(s) are acceptable to Juno. This authorization is non-exclusive and non-transferable. Following the execution of this Agreement, Juno's Platform will be deemed delivered once Juno has provided Customer with (i) the relevant technical specifications and other onboarding Documentation (defined below) for Juno's Platform and (ii) via secure communication channel, credentials for Customer to access Juno's Platform.
- (b) Availability. Upon delivery of Juno's Platform as described in Section 1.2(a), Juno shall: (i) use commercially reasonable efforts to make Juno's Platform available 24 hours a day, 7 days a week; (ii) provide to Customer basic support for Juno's Platform, as described further in the Support Services Terms set forth in Exhibit C; and (iii) use commercially reasonable efforts to provide Customer with advance notice (via email or client support portal notifications) for planned downtime to Juno's Platform.

- (c) Juno's Platform Modifications. Juno reserves the right, in its sole discretion, to make any changes to Juno's Platform that it deems necessary or useful to: (i) maintain or enhance (a) the quality or delivery of Juno's services to its customers; (b) the competitive strength of or market for Juno's services; or (c) Juno's Platform cost efficiency or performance; or (ii) comply with Applicable Law.
 - (d) Juno Systems and Security Obligations. Each Party will implement and maintain reasonable and appropriate measures to (i) protect the security, privacy, confidentiality, and integrity of the other Party's Confidential Information within its possession, custody or control in accordance with Applicable Law, (ii) protect against any anticipated threats or hazards to the security or integrity of the other Party's Confidential Information, and (iii) protect such Confidential Information from unauthorized or accidental loss, destruction, alteration, disclosure, acquisition or access. Such measures will include (1) implementing and maintaining industry-standard security measures for data transmission and storage; (2) maintaining adequate physical security of all premises under its control in which data will be processed, maintained or stored; (3) only granting access to such data based on valid business need; (4) maintaining appropriate training of its employees on how to comply with its physical, technical, and administrative information security safeguards and confidentiality obligations under this Agreement; and (5) maintaining an appropriate network security program, including encryption or other secure form, with respect to the Confidential Information. In no event will either Party take measures to protect the other Party's Confidential Information that are any less rigorous than those measures such Party employs to protect its own Confidential Information. These safeguards will include policies for the disposal and destruction of such information.
 - (e) APIs. Customer access and connectivity to Juno's Platform may be provided through Juno operated and owned application programming and user interfaces that are made available and exposed to Customer as part of Juno's Platform (each an "**API**"). Customer will comply with all specifications and requirements regarding access and use the APIs as set forth in the technical specifications and other written documentation for Juno's Platform provided by Juno in writing from time to time (the "**Documentation**").
- 1.3 Suspension of Services. Juno may, directly or indirectly, suspend or otherwise deny Customer's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (i) any governmental, regulatory or judicial authority directs or requests (expressly or by reasonable implication) Juno to suspend or materially limit performance under this Agreement (including via a demand or order, subpoena or law enforcement request); or (ii) Juno believes, in its good faith and sole discretion, that: (a) Customer has failed to comply with, any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (b) Customer is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Services; (c) Juno's ongoing provisioning of the Services may cause Juno to violate an Applicable Law; (d) the Services have experienced a data breach or security incident; (e) there is a Financial Default or Customer experiences an Insolvency Event (each defined in Section 2.2 below); (f) Customer's use of the Services may result in a material financial or reputational risk to Juno; or (g) this Agreement expires or is terminated (each, a "**Suspension Event**"). This Section does not limit any of Juno's other rights or remedies, whether at law, in equity, or under this Agreement.
- 1.4 Authorization Limitations and Restrictions. Customer will not, and will not permit any other person to, access or use the Services except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer will not, except

as this Agreement expressly permits: (i) copy, modify, or create derivative works or improvements of Juno's Platform; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, or transfer Juno's Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of Juno's Platform, in whole or in part; (iv) bypass or breach any security device or protection used by Juno's Platform; (v) input, upload, transmit, or otherwise provide to or through Juno's Platform, any information or materials that are unlawful or injurious, or contain, transmit, or activate any virus, worm, malware, or other malicious computer code; (vi) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner Juno's Platform, the information technology infrastructure used by or on behalf of Juno in providing Juno's Platform, or Juno's provision of services to any third party, in whole or in part; (vii) remove, delete, alter, or obscure any trademarks, warranties or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from Juno's Platform, including any copy thereof; (viii) access or use Juno's Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any Applicable Law; or (ix) otherwise access or use the Services beyond the scope of the authorization granted under this Agreement.

- 1.5 Testing. Customer acknowledges and agrees that any funds transferred from Juno to Customer to be used during any testing period to ensure Customer has full access to the Services shall be promptly returned to Juno following any such testing period upon request.

2. FEES AND TAXES

- 2.1 Fees and Invoicing. Customer shall pay Juno the applicable transaction and withdrawal fees (“Fees”) set forth in Exhibit A for Customer’s issuance and redemption of MXNB. Fees shall become due and payable immediately upon the execution of an issuance, redemption or other action that is subject to a Fee. Customer authorizes Juno to collect applicable Fees as part of processing an issuance or redemption Order, or to otherwise invoice Customer for Fees as set forth in Exhibit A. Juno may periodically update the Fees by providing notice on Juno's Platform or by email at least forty-eight (48) hours before such updates become effective.

- 2.2 Payment & Financial Default. If Customer fails to settle, disavows, or repudiates an Order in accordance with this Agreement, or fails to pay any Fees or other amount due under this Agreement on the due date thereof (any, a “**Financial Default**”), or files or has filed against it a petition for voluntary or involuntary bankruptcy or similar relief from insolvency, makes an assignment for the benefit of its creditors, has a receiver appointed for all or a substantial part of its business or assets, or otherwise admits in writing of its inability to meet debts as they become due (an “**Insolvency Event**”); Juno may, in addition to any other rights available to Juno under this Agreement, promptly liquidate, close-out, cancel, and/or terminate all Orders. Juno in its sole discretion may set-off any obligations owed by Customer to Juno under this Agreement against any obligation owed by Juno to Customer.

- 2.3 Taxes. All Fees and other amounts payable with respect of Customer’s issuance and redemption of MXNB are exclusive of tax. Customer will be responsible for paying such taxes. If Applicable Laws (defined in Section 5.1 below) require Customer to withhold taxes from payment, Customer shall provide reasonable assistance to Juno in connection with such withholding taxes by (i) promptly providing Juno with valid tax receipts and other required documentation evidencing Customer’s payment of any withholding taxes; (ii) completing appropriate applications that could reduce the amount of withholding tax to be paid; applying for reduced tax rates; and (iii) assisting Juno in any audit or tax proceeding related to Transactions hereunder. Customer shall promptly

pay or reimburse Juno for all costs and damages related to any liability incurred by Juno because of Customer's non-compliance or failure to comply with its responsibilities under this Section in a timely manner. Subject to the foregoing obligations of Customer, neither Party shall be liable for taxes or assessments on the other Party's net income, gross income, capital, net worth, franchise, privilege, property, or any similar taxes or assessments. The obligations under this Section 2.3 (Taxes) shall survive termination or expiration of this Agreement.

3. REPRESENTATIONS & WARRANTIES

3.1 Customer represents, warrants, and agrees, on the date of this Agreement, and, each time when submitting an Order to issuance or redeem MXNB under this Agreement, that:

- (a) it has all necessary power and authority to execute, deliver, and perform this Agreement and to enter into the Transactions;
- (b) it has all necessary regulatory and corporate licenses, authorizations, and registrations to enter into this Agreement and use the services contemplated by this Agreement;
- (c) it is the sole legal owner of each Customer Bank Account or each Customer Wallet that it uses in connection with a Transaction;
- (d) it complies with all Applicable Laws, including but not limited, to laws relating to its activities, to the issuance, sale, resale and storage of MXNB;
- (e) it shall not disguise or attempt to disguise its location through IP proxying or other methods;
- (f) neither its entry into, delivery, and performance of this Agreement nor any Transaction contemplated by this Agreement violates any law, ordinance, charter, by-law, or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected;
- (g) it shall pay all applicable tax for any Transactions completed by Customer under this Agreement in accordance with Applicable Law;
- (h) it shall comply with Juno's Acceptable Use Policy set out in Exhibit B;
- (i) it acknowledges the risks associated with trading or holding MXNB set out in Section 12 and Exhibit D;
- (j) it has sufficient knowledge to place Orders and is responsible for making sure any Orders placed are accurate and intentional, including the safeguarding of Customer Credentials or Juno's Platform; and
- (k) all information provided to Juno in connection with this Agreement, including all information provided in connection with any Customer onboarding, due diligence or identity verification activities conducted by Juno is and will be accurate and complete and that Juno may rely on such information in connection with the activities contemplated by this Agreement.

3.2 Juno represents, warrants, and agrees, on the date of this Agreement, that:

- (a) it has all necessary power and authority to execute, deliver, and perform this Agreement; and
- (b) neither its entry into, delivery, and performance of this Agreement, nor any Transaction contemplated by this Agreement, violates any law, ordinance, charter, by-law, or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected.

3.3 Services Warranty. Juno warrants the Services shall substantially and materially conform to the Documentation, as applicable to the Services. Juno shall use commercially reasonable efforts to fix any materially non-conforming features or functionality within the Services in accordance with the Support Services Terms as set forth in Exhibit C, or at Juno's or Customer's election, shall have the right to terminate this Agreement and refund the Fees paid (less any available incentives) for the affected portion of the Services during such period of non-conformance. NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE REMEDY IN THIS SECTION 3.3 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND JUNO'S SOLE AND EXCLUSIVE LIABILITY, WITH RESPECT TO FEATURES OR FUNCTIONALITY OF THE SERVICES THAT DO NOT CONFORM TO THE DOCUMENTATION OR OTHERWISE IS DEFECTIVE.

3.4 EXCEPT FOR THE WARRANTIES AND REPRESENTATIONS THAT ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, (a) JUNO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TITLE, NONINFRINGEMENT OR CLAIM OF RIGHT OR ANY WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE; (b) ALL SUCH REPRESENTATIONS AND WARRANTIES AND OBLIGATIONS ARE HEREBY DISCLAIMED; AND (c) THE SERVICES AND MXNB ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. JUNO FURTHER DOES NOT REPRESENT OR WARRANT THAT (d) THE SERVICES AND MXNB WILL BE ERROR-FREE OR UNINTERRUPTED.

4. BANK AND THIRD PARTIES

4.1 Bank Details. Customer agrees that the Customer Bank Account details that it provides to Juno for the issuance and redemption of MXNB are subject to Juno's verification procedures. Any changes to such bank details shall be subject to verification. Juno reserves the right to require re-verification at any time and to alter the manner of re-verification at any time.

4.2 Third Party Partners. For avoidance of doubt, Juno may, without notice, delegate any of its responsibilities hereunder to a third party or otherwise engage third parties to perform services in connection with this Agreement.

4.3 Bank Partner. Juno uses a bank partner for the receipt, handling, and custody of fiat currencies. Customer shall ensure that it transfers fiat currencies required for its issuance of MXNB to the bank account provided by Juno. Bank account details, along with instructions for paying in fiat currencies, shall be provided by Juno to Customer upon request.

4.4 Delay to Bank Transfers. Customer assumes the risk that any bank transfer may be blocked, delayed, or suspended by a transmitting or receiving bank and the inherent risks of bank insolvency events, and consequently Customer acknowledges and assumes the risk that Customer may not meet its obligations under this Agreement due to circumstances beyond its control and Juno accepts no liability for late deposits under any circumstances.

5. COMPLIANCE POLICIES AND PROCEDURES

5.1 Compliance with Applicable Laws. Each Party shall at all times comply with all applicable laws, rules, regulations, guidance, orders, and direction from (or agreements with) a regulatory authority in all relevant jurisdictions that are applicable to the operation of its business, this Agreement, and its performance hereunder (collectively, “**Applicable Law**”), including, but not limited to, any applicable anti-money laundering and sanctions laws. Without limiting the foregoing, each Party represents and warrants that it shall not violate: (i) any applicable domestic or foreign anti-corruption Law; (ii) any applicable domestic or foreign Laws related to Anti-Money Laundering or anti-terrorist financing requirements; (iii) applicable sanctions Laws, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control; and (iv) applicable export restrictions or other Laws, including United States Export Administration Regulations, as well as any end user, end use and destination restrictions which may be issued by the United States and other governments.

5.2 Customer’s End Users. For the avoidance of doubt, to the extent Customer’s business includes offering MXNB to its own customers or end users, Customer represents and warrants that it is duly authorized to conduct business and has applicable regulatory approvals in all jurisdictions in which Customer offers MXNB to such end users. In such circumstance, Customer’s obligations include ensuring (i) such business activity complies with Applicable Law (including obtaining any required regulatory licenses, conducting know your customer diligence on any end users, conducting transaction monitoring on any Transactions placed by such end users, providing any required regulatory disclosures, receipts, and notices, to such end users (including with respect to the processing of data by Customer or Juno, if any)); and (ii) that such end users comply with Applicable Law and any Juno terms and conditions applicable to their holding and use of MXNB as end users. Customer will promptly notify Juno in the event of any breach or suspected potential breach of the representations, warranties or obligations set forth in this Section 5.2.

5.3 Customer Identity Verification. Prior to entering into this Agreement, Juno will conduct identity verification checks in order to comply with applicable anti-money laundering, sanctions, and other Applicable Laws. Customer’s use of the services provided by Juno in this Agreement is conditional on Customer’s full cooperation during, and Juno’s successful completion of, this process. Prior to entering into this Agreement, Customer disclosed to Juno its jurisdiction(s) of domicile, and Customer will notify Juno promptly upon any change to its jurisdiction(s) of domicile. From time to time, Juno may ask Customer to provide additional information to determine Customer’s and its Authorized Persons’ eligibility to use Juno’s services, and Customer agrees to promptly provide such information.

5.4 Verification Process. Customer hereby authorizes Juno to make inquiries, whether directly or through third parties, that Juno considers necessary to verify Customer’s identity or protect either Customer or Juno against fraud or other financial crime, and to take any action Juno reasonably deems necessary based on the results of such inquiries. When Juno carries out these inquiries, Customer acknowledges and agrees that Customer’s information may be disclosed to credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to Juno’s inquiries in full.

5.5 Sanctions. Customer represents, warrants and covenants that:

- (a) neither it nor any of its affiliates, officers, directors, employees, or Representatives (as defined in Section 7.4):
 - (i) are a Person (as defined below) that is, or is owned fifty percent (50%) or more, or controlled, by, directly or indirectly, individually or in the aggregate, one or more persons that are, the subject of any sanctions or export controls administered or enforced by the United States, including the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of Commerce, and the U.S. Department of State, the United Nations Security Council, the European Union and its member states, or the United Kingdom, including the United Kingdom's HM Treasury, or any other relevant sanctions or export control authority (all such sanctions and export controls referenced above referred to herein as "**Trade Controls**," and each authority administering such Trade Controls, a "**Trade Controls Authority**"), including by virtue of being located, organized, or resident in any jurisdiction that is the subject of comprehensive sanctions under Trade Controls (each such jurisdiction, a "**Restricted Jurisdiction**") (including, currently, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine), or by virtue of appearing on a list issued or administered by a Trade Controls Authority of Persons that are the subject of Trade Controls (all such Persons, "**Restricted Persons**"). Customer will inform Juno immediately upon becoming aware of the occurrence of any event which would give rise to a breach of this Section 5.5(a)(i). Any breach by Customer of this Section 5.5(a)(i) is a material breach of the Agreement and grounds for immediate termination, including where, notwithstanding any remedy of such breach, Juno in its reasonable discretion determines that there is an increased risk of liability or reputational damage to Juno if it continues to perform its obligations under this Agreement. "**Person**" means any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity, or government agency;
 - (ii) will use MXNB, or any other product or service provided by Juno, to engage in or facilitate, directly or indirectly, any transaction or dealing with, on behalf of, or for the benefit of a Restricted Person or Restricted Jurisdiction; or
 - (iii) will use any money to issue MXNB that was obtained from a Restricted Person or Restricted Jurisdiction or from a source in which a Restricted Person or Restricted Jurisdiction has any interest.
- (b) Customer is not on, and is not acting on behalf of, a Transaction Party that is a Restricted Person or located, organized, or a resident in a Restricted Jurisdiction. For the purposes of this Section 5.5(b), "Transaction Party" means any party whose identifiable information is provided by Customer or received by Customer, and (i) who is a natural person; or (ii) in the case of a legal entity, the legal entity itself and any party that owns or controls directly, or indirectly, fifty percent (50%) or more of that legal entity; and
- (c) if applicable, it will screen each Transaction Party using industry-standard screening software against lists of Restricted Persons, and take other reasonable steps prior to

engaging in any Transaction involving MXNB and will ensure that no Transaction involving MXNB involves directly, or indirectly, any Restricted Person or Restricted Jurisdiction.

5.6 Compliance Certifications and Audit. At Juno's written request and no more than once every six (6) months, Customer will provide a certification of compliance from Customer leadership in such format specified by Juno and/or complete a due diligence questionnaire provided by Juno.

5.7 Customer Controls.

- (a) Customer System Controls. Customer has and will retain sole control over the procurement, operation, maintenance, security, and management of, and all access to and use of, the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"), and sole responsibility for all access to and use of Juno's Platform by any person by or through the Customer Systems or any other means controlled by Customer including all results obtained from, and all conclusions, decisions and actions based on, such access or use.
- (b) Data Controls. Customer will be solely responsible for, and shall take the necessary measures to, ensure the accuracy, quality, integrity and legality of: (i) any electronic data or information Customer submits to Juno's Platform ("**Customer Data**") and of the means by which Customer acquired Customer Data; (ii) all information, instructions and materials provided by or on behalf of Customer in connection with Juno's Platform; and (iii) all results obtained from, and all conclusions, decisions and actions based on Customer Data. Customer will ensure that Customer Systems include a system of record for all its transactions and Customer Data. Juno's Platform does not replace the need for Customer to maintain regular data backups or redundant data archives.
- (c) Security and Access Controls. Customer will be solely responsible for maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), secret keys or any other codes that Customer uses to access Customer Systems that are related to the access and use of Juno's Platform ("**Customer Credentials**"). Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of Customer Credentials; (ii) protect against any unauthorized access to or use of Juno's Platform; and (iii) control the content and use of any Customer Data, including the uploading or other provision of Customer Data for processing by Juno's Platform.
- (d) Control Breach Notification. Customer will promptly notify Juno of any actual or suspected breach of the controls described in this Section 5.7 to the extent the actual or suspect breach involves the unauthorized access or use of Juno's Platform, or a compromise to Customer Credentials.
- (e) JUNO HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA OR CUSTOMER SYSTEMS, OR FOR ANY LOSS THAT CUSTOMER MAY SUSTAIN DUE TO COMPROMISE OF CUSTOMER CREDENTIALS, NOT DIRECTLY CAUSED BY JUNO'S NEGLIGENCE.

6. INTELLECTUAL PROPERTY

- 6.1 General. The Parties have no intent to jointly develop software or other intellectual property under this Agreement.
- 6.2 Pre-existing Intellectual Property. Both Parties will retain ownership of their pre-existing intellectual property.
- 6.3 Ownership of Juno's Platform. Juno, and its affiliates and third-party licensors, respectively, retain exclusive ownership of all right, title, and interest in and to Juno's Platform and its related Software (including all APIs) and any and all updates, upgrades, enhancements, and new versions thereof or thereto that may be made available for Customer's access or use. Nothing in this Agreement constitutes a sale or other transfer or conveyance of any right, title, or interest in Juno's Platform or its related Software. Except with respect to the limited license to Content set forth in Section 6.7, nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to, Juno's Platform or its related Software, whether expressly, by implication, estoppel or otherwise. Customer acknowledges that any intellectual property created or developed by Juno in connection with Juno's Platform and any deliverables provided to, or accessed by, Customer, including all intellectual property rights therein and thereto (collectively, "**Creations**") are directly related to the implementation, configuration, documentation, and support of Juno's Platform. Juno does and will exclusively own all right, title and interest in and to the Creations in all jurisdictions, without regard to the source of funding or development of the same, and Customer without further consideration will and hereby does irrevocably and unconditionally assign and transfer to Juno any and all worldwide rights or claims of ownership in or to any of the Creations and all intellectual property rights therein or thereto on a continuous basis. The Parties further confirm that none of the Creations are a "work for hire" under the Applicable Laws.
- 6.4 Customer Data. As between Juno and Customer, Customer retains ownership of all Customer Data provided by Customer to Juno in connection with obtaining and using MXNB via Juno's Platform. Customer hereby grants and agrees to grant to Juno a worldwide, royalty-free and fully paid up license (with rights of transfer, assignment and sublicensing in one or more tiers) during the Term and any agreed upon wind-down period to use, reproduce, modify, disclose, and distribute the Customer Data to (a) configure and/or provide Juno's Platform, MXNB and associated support services, and to prevent or address service or technical problems; (b) perform its obligations hereunder; (c) bill for any Fees; (d) enhance and improve Juno's Platform and its related Software for customers of Juno or its affiliates; and (e) otherwise in accordance with Customer's instructions.
- 6.5 Usage Data. Juno and its affiliates may collect data related to Customer's use of Juno's Platform and use such data for the purposes of: (a) performing its obligations hereunder; (b) billing for any Fees or Orders; and (c) enhancing and improving Juno's Platform and its related Software. Customer agrees to grant and hereby grants to Juno and its affiliates on a continuous basis the worldwide non-terminable, irrevocable, perpetual, royalty-free and fully paid up right and license (with rights of transfer, assignment and sublicensing in one or more tiers): (i) to use, reproduce and modify such data for any of the foregoing purposes; and (ii) further to publicly disclose or distribute such data in an anonymized and aggregated format where the individual sources of such data cannot reasonably be identified. Usage data will not include any personal data as described in Section 8.

- 6.6 Feedback. For no charge or attribution, Juno may use and incorporate any feedback or suggestions for improvements or modifications to Juno's Platform or any related materials that are suggested or provided by or on behalf of Customer (“**Feedback**”). To the extent such Feedback is used by or for Juno or incorporated into Juno's Platform or related materials, Customer: (a) agrees that it has no right or claim of ownership to such Feedback; and (b) without additional consideration will and hereby does irrevocably assign and transfer to Juno any and all rights or claims of ownership in or to any of the Feedback on a continuous basis.
- 6.7 Limited Content License. In connection with Customer’s access and use of Juno's Platform in accordance with the terms of this Agreement, Juno grants Customer a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use any content, materials and information provided by Juno (collectively, the “**Content**”) solely for approved purposes as permitted by Juno from time to time. Any other use of the Content is expressly prohibited and all other right, title, and interest in the Content is exclusively the property of Juno and its affiliates. Customer agrees not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.
- 6.8 Publicity; Trademark Usage. Customer will not publicly use or display the name, trademarks, service marks or logos of Juno (collectively, “**Juno’s Trademarks**”) without Juno’s prior written consent (and such consent may be granted or withheld in Juno’s sole discretion), except for identification of Juno’s name and/or logo on its client or vendor list or specified marketing collateral (as applicable). Customer’s use of Juno’s Trademarks must comply with Juno’s trademark guidelines (as may be provided by Juno from time to time) and all legal requirements applicable to such use, and any such use will be for the sole benefit of Juno. All goodwill arising out of Customer’s use of Juno’s Trademarks will inure to the sole benefit of Juno. Customer will not use or register, or attempt to register, any trademark, service mark, or trade name identical with, or confusingly similar to, any of Juno’s Trademarks or any variations, translations, alterations, or combinations thereof.

7. **CONFIDENTIALITY**

- 7.1 General. Either Party (“**Discloser**”) may disclose to the other Party (“**Recipient**”) information that Discloser desires Recipient to keep confidential and protect against unauthorized use or disclosure subject to the terms of this Section 7.
- 7.2 Definition. “**Confidential Information**” means any and all information, data, software, business plans, company financial data, trade secrets or know-how disclosed during the Term to Recipient, either directly or indirectly by Discloser, whether in writing, by electronic means, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, software, product or service roadmaps, diagrams, computer code (object or source), vendor/customer/employee lists, forecasts, videos, diagrams, presentations, financial statements), which is designated as “Confidential”, “Proprietary”, or some similar designation, or is by its nature and/or the circumstances of its disclosure, reasonably inferred to be confidential or proprietary. Confidential Information may include information disclosed to the Discloser by a third party. The Parties agree that Juno's Platform, its related Software (including the APIs), the Documentation, the Creations and the Feedback are Juno’s Confidential Information.
- 7.3 Exclusions. Confidential Information shall exclude any information: (a) which is publicly known and/or made generally available in the public domain prior to the time of disclosure to Recipient; (b) is generally available to the public following disclosure to Recipient through no act or

omission by Recipient or anyone to whom the Recipient disclosed such information; (c) Recipient rightfully possesses without any duty of non-disclosure prior to the initial disclosure to Recipient (as shown by Recipient's written files and records); (d) which is independently developed by Recipient without use of or reference to Confidential Information received by Recipient (as shown by Recipient's documents and other competent evidence); and (e) Recipient rightfully obtained such information from a third party permitted to disclose it without a breach of such third party's obligations of confidentiality.

- 7.4 Confidentiality Obligations. Recipient agrees to hold Confidential Information of the Discloser in confidence and implement precautions to protect and maintain the confidentiality of the Confidential Information, which precautions shall be at least equivalent in scope and effect to the measures taken by Recipient to protect its own confidential or proprietary information of a like or similar nature, but in no case with less than a reasonable degree of care. Recipient and any Representative further shall have the right to use such Confidential Information solely in connection with the exercise of the rights or performance of the obligations of Recipient under this Agreement and not for any other purpose at any time ("**Permitted Uses**"). Recipient agrees that it will not disclose any Confidential Information to any third parties, except to Recipient's directors, officers, employees, contractors and agents ("**Personnel**") and/or its affiliates and its Personnel, and its or their consultants, attorneys, accountants or other professional advisors (all of the foregoing collectively, "**Representatives**") who have a need to know the information in connection with the Permitted Uses. Such permitted disclosure will be made only to those Representatives who have signed (or are otherwise legally bound by) a non-use and non-disclosure agreement in substance at least as protective as the provisions hereof, prior to any disclosure of Confidential Information to such persons, and which would protect the Confidential Information disclosed under this Agreement. Recipient agrees and accepts all liability for the acts and omissions of its Representatives as such acts and omissions relate to these confidentiality and non-use obligations. Recipient must reproduce all confidentiality and/or proprietary notices on all copies in the same manner as the original. Recipient agrees that it shall promptly notify Discloser of any use or disclosure of the Confidential Information in violation of this Agreement.
- 7.5 Mandatory Disclosures. Recipient further may disclose Confidential Information required to be disclosed by law, regulation or a valid court order, if Recipient: (a) to the extent legally permissible, gives Discloser timely notice so that Discloser may seek a protective order, confidential treatment, or other appropriate relief; (b) provides assistance as reasonably necessary for Discloser, at its expense, to seek a protective order, confidential treatment, or other appropriate relief; and (c) only discloses the portion of Confidential Information that Recipient's legal counsel advises is legally required to be disclosed.
- 7.6 Return or Destruction of Materials. All documents and other tangible objects containing or representing Confidential Information, and all copies thereof which are in the possession of the Recipient or its Representatives, shall be and remain the property of Discloser and upon termination of this Agreement shall be promptly returned or, at the option of the Recipient, destroyed with a written certification of destruction to Discloser. Notwithstanding the preceding sentence and if Recipient is required by law or regulation to retain the Confidential Information, Recipient may retain only the Confidential Information necessary for compliance.
- 7.7 Survival. The respective obligations in this Section 7 shall survive the termination or expiration of this Agreement and shall continue in full force and effect for a period of five (5) years thereafter. Termination of such obligations shall not affect or limit any independent rights of a Party in or to its Confidential Information under Applicable Laws.

8. PRIVACY & SECURITY

- 8.1 Data Privacy. Customer acknowledges and agrees to the collection, use, and disclosure of Customer's or Authorized Person's personal information, including for purposes of identity verification and disclosures by Juno to third parties, in accordance with Juno's Privacy and Security Policy. The Privacy and Security Policy governs the processing of personal data.
- 8.2 Security. In order to access the Services, Customer shall be required to create or will be given security credentials. Customer is responsible for keeping the electronic device through which it accesses the Services safe and maintaining adequate security and control of any and all security credentials that it uses to access the Services. This includes taking all reasonable steps to avoid the loss, theft, or misuse of such electronic device and ensuring that such electronic device is both encrypted and password protected. Juno assumes no responsibility for any loss that Customer may sustain due to compromise of security credentials due to no fault of Juno and/or failure to follow the requirements set out in this Section 8.2, or follow or act on any notices or alerts that Juno may send to Customer.
- 8.3 Data Breach. Juno maintains a data breach plan in accordance with the criteria set forth in Juno's Privacy and Security Policy and shall implement the procedures required under such data breach plan on the occurrence of an "Incident" (as defined in such plan). In the event of an Incident, in addition to the procedures described in such plan, Juno shall endeavor to contact Customer by email at marketsotc@bitso.com, informing Customer of the details of the breach including the nature of the information compromised as appropriate and the steps Juno will take to address the breach. If Customer suspects that any of its security details have been compromised or becomes aware of any fraud or attempted fraud or any other security incident affecting Customer and/or Juno, Customer must contact Juno via support@buildwithjuno.com
- 8.4 Liability. Juno is not liable for any damage or interruptions caused by any computer viruses or other malicious code that may affect Customer's computer or other equipment, or any phishing, spoofing, or other attack. Juno advises the regular use of a reputable and readily available virus screening and prevention software.

9. TERM AND TERMINATION

- 9.1 Term of Agreement. This Agreement will commence on the Effective Date and will remain in effect for a period of one (1) year ("**Initial Term**"), unless earlier terminated under this Agreement. This Agreement will thereafter renew automatically for successive one (1) year periods (each, a "**Renewal Term**"; and together with the Initial Term, the "**Term**") unless at least thirty (30) days prior to such automatic renewal either Party gives the other Party written notice of its intent not to renew, or this Agreement is terminated in accordance with this Section or as otherwise expressly provided in this Agreement.
- 9.2 Termination by Mutual Consent. The Parties may terminate this Agreement by mutual written consent in their respective sole discretion.
- 9.3 Termination for Insolvency Event. Either Party may terminate this Agreement on notice to the other Party if the other Party experiences an Insolvency Event.
- 9.4 Termination for Regulatory Reasons. Either Party may terminate this Agreement at any time on notice to the other Party if any governmental, regulatory, or judicial authority directs or requests such Party to terminate this Agreement; and Juno may terminate this Agreement at any time on

notice to Customer if any governmental, regulatory, or judicial authority directs or requests that Juno cancel any Transaction (whether or not the request is legally binding).

9.5 Termination by Notice. A Party may terminate this Agreement by thirty (30) days written notice; provided, however, that Customer may not terminate this Agreement unless it has satisfied all of its obligations hereunder, including but not limited to its obligation to pay any outstanding Fees or other amounts due and payable.

9.6 Termination for Events of Default. Juno may terminate this Agreement immediately upon notice to Customer in connection with an Event of Default. Each of the following events is an “**Event of Default:**”

- (a) a Financial Default;
- (b) any representation or warranty made by Customer hereunder proves to be incorrect or untrue in any material respect as of the date of making or deemed making thereof;
- (c) Juno reasonably believes that Customer’s use of the Services is in violation of any Applicable Law, this Agreement, or its customers’ legitimate interests;
- (d) it becomes or may become (in Juno’s reasonable opinion) contrary to Applicable Law for Juno to maintain or give effect to all or any of the obligations under this Agreement or otherwise provide access to the Services;
- (e) Juno considers it desirable or necessary to remove any part or functionality of the Services to maintain the safety of the Services, in Juno’s sole and absolute discretion;
- (f) Customer or an affiliate thereof has materially breached or defaulted under any agreement or instrument entered into with or in favor of Juno or an affiliate thereof;
- (g) Customer breaches or fails to perform any obligation in Section 5.5 or, notwithstanding any remedy of such breach or failure to perform, Juno at its sole discretion determines that there is an increased risk of liability or reputational damage to Juno if Juno continues to perform its obligations under this Agreement; or
- (h) a Suspension Event that is not already covered by the other Events of Default set forth in subsections (a) through (f) above and that continues for more than ten (10) days.

9.7 Effect of Termination. Upon the effective date of termination:

- (a) Customer shall immediately cease all use of the Services;
- (b) all of Customer’s payment obligations under this Agreement shall immediately become due and payable;
- (c) Customer authorizes Juno to cancel or suspend pending issuance Orders; and
- (d) Juno shall process redemption Orders from Customer until fifteen (15) days following the effective date of such termination solely with respect to MXNB owned by Customer on the effective date of termination, except to the extent that processing such redemption Orders would reasonably be expected to violate Applicable Law; provided, however, in

the event that there are volume or transaction limits pursuant to Section 1.1(h) that would prevent Customer from redeeming all of the MXNB owned by Customer on the effective date of termination by the fifteenth day following said date, then Juno shall extend the post-termination redemption period by the number of days required to permit Customer to redeem all said MXNB assuming the Customer redeems the maximum number of MXNB permitted pursuant to the applicable volume and transaction limits from the effective date of termination to such extended date.

- 9.8 For the avoidance of doubt, termination by either Party shall not relieve either party of any outstanding obligations arising out of this Agreement.

10. LIABILITY

- 10.1 Except as otherwise provided in Section 10.4 and Section 10.5, in no event shall Juno's (including its affiliates, or any of its respective officers, directors, agents, employees or representatives') total aggregate liability to Customer for any individual claim or series of connected claims for losses, damages, costs, liabilities, or expenses which Customer may suffer arising out of, or in connection with this Agreement or the subject matter of this Agreement, whether based on a breach of contract or warranty, negligence or other tort, strict liability or otherwise under any theory of law, exceed the total amount of Fees paid by Customer to Juno in the twelve (12) month period immediately prior to the event given rise to the claim.

- 10.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING THE LIABILITY CAP SET FORTH IN SECTION 10.1, IN NO EVENT SHALL JUNO, ITS AFFILIATES OR SERVICE PROVIDERS, OR ANY OF ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, HYBRID OR PUNITIVE DAMAGES, OR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE:

- (a) ANY LOSS OR DAMAGE INVOLVING MXNB, INCLUDING BUT NOT LIMITED TO THE USE OR THE INABILITY TO HOLD OR USE MXNB;
- (b) ANY LOSS OF, OR DAMAGE TO, REPUTATION OR GOODWILL; ANY LOSS OF BUSINESS OR OPPORTUNITY, CUSTOMERS OR CONTRACTS; ANY LOSS OR WASTE OF OVERHEADS, MANAGEMENT, OR OTHER STAFF TIME; OR ANY OTHER LOSS OF REVENUE OR ACTUAL OR ANTICIPATED SAVINGS, WHETHER DIRECT OR INDIRECT, EVEN IF JUNO IS ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THE SAME;
- (c) ANY LOSS OF USE OF HARDWARE, SOFTWARE, OR DATA AND/OR ANY CORRUPTION OF DATA; INCLUDING BUT NOT LIMITED TO ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSET PRICE DATA; ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA; AND/OR ANY INTERRUPTION IN ANY SUCH DATA;
- (d) ANY LOSS OR DAMAGE WHATSOEVER WHICH DOES NOT ARISE DIRECTLY AS A RESULT OF JUNO'S BREACH OF THIS AGREEMENT (WHETHER OR NOT CUSTOMER IS ABLE TO PROVE SUCH LOSS OR DAMAGE);

IN EACH CASE, WHETHER OR NOT BASED ON A CLAIM OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHERWISE UNDER ANY THEORY OF LAW, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGE.

- 10.3 IN ADDITION TO THE LIMITATIONS, DISCLAIMERS AND EXCLUSIONS SET FORTH IN THIS SECTION 10 AND ELSEWHERE IN THIS AGREEMENT, CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER Juno NOR ANY Juno'S AFFILIATE SHALL BE LIABLE FOR ANY DAMAGES, DIRECT OR CONSEQUENTIAL OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO OR IN CONNECTION WITH ANY ACT OR OMISSION OF CUSTOMER OR ANY CUSTOMER REPRESENTATIVE IN CONNECTION WITH ANY USE OF MXNB, INCLUDING BUT NOT LIMITED TO: (a) ENSURING TRANSACTIONS UNDER THIS AGREEMENT COMPLY WITH APPLICABLE LAWS; OR (b) CONTRACTUAL RELATIONSHIPS OR INTERACTIONS WITH OTHER FINANCIAL INSTITUTIONS INCLUDING BUT NOT LIMITED TO EXCHANGES, CUSTODIAL OR NON-CUSTODIAL WALLET PROVIDERS, BANKS, AND PAYMENT PROVIDERS.
- 10.4 The limitation of liability and damages disclaimers in Section 10.1 and Section 10.2 are subject to any obligations that Juno has under Applicable Law. Nothing in this Agreement shall limit Juno's liability resulting from its fraud or fraudulent misrepresentation, gross negligence or deliberate misconduct.
- 10.5 Juno is not liable for any breach of the Agreement, including delays, failure in performance or interruption of service, where the breach is due to the application of mandatory legal rules.
- 10.6 FOR THE AVOIDANCE OF DOUBT, Juno DOES NOT HAVE PERMISSION NOR CONTROL OVER ASSETS HELD IN A CUSTOMER WALLET AND MAKES NO GUARANTEES WITH RESPECT TO CUSTOMER'S USE OR ACCESS TO MXNB IN A CUSTOMER WALLET.

11. INDEMNIFICATION

11.1 Juno Indemnity.

- (a) Juno Indemnity Obligations. Juno shall have the right to defend (at its sole expense) Customer and Customer's Representatives ("**Customer Indemnitees**") against claims, demands and actions ("**Claims**") by an unaffiliated third party and indemnify the Customer Indemnitees from any damages awarded or imposed against any such Customer Indemnitees by a final court of competent jurisdiction in a non-appealable judgment or otherwise agreed to in a final settlement hereunder with respect to such Claims, solely to the extent that such Claims are based on: (i) an allegation that Juno's Platform infringes on an unaffiliated third party patent or copyright, or misappropriates an unaffiliated third party trade secret, in the jurisdiction(s) in which Customer is authorized to use Juno's Platform; or (ii) personal injury or tangible property damage solely caused by Juno's gross negligence or willful misconduct. NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT OTHER THAN SECTION 10, AND TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER OR OTHER CUSTOMER INDEMNITEE AND JUNO'S SOLE OBLIGATIONS TO DEFEND AND INDEMNIFY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION ARE

SET FORTH IN THIS SECTION 11.1(a), PROVIDED FOR THE AVOIDANCE OF DOUBT THAT SECTION 10 WILL FURTHER EXCLUDE OR LIMIT ANY OTHERWISE APPLICABLE OBLIGATION OF Juno UNDER THIS SECTION 11.1(a) WITH RESPECT TO SUCH CLAIMS.

- (b) Exclusions to Juno Indemnity Obligations. The respective indemnity and defense obligations set forth above in Section 11.1(a) shall not apply to the extent any Claim arises out of any: (i) Customer or third party software, services or hardware, including Customer Bank Account, Customer Wallet, or with respect to Customer's access to MXNB in Customer Wallet; (ii) combination of Juno's Platform with Customer or third party software, services, or hardware other than that certified for use with Juno's Platform in the Juno Documentation; or (iii) use of Juno's Platform in an unauthorized or unlicensed manner, including in breach of this Agreement. For the purposes of this section, all references to third party software, services, or hardware will not include software, services or hardware provided to Customer by Juno.
- (c) Right to Mitigate. If Juno's Platform becomes, or in Juno's opinion is likely to become, impacted by a claim of infringement or misappropriation or other violation, Juno may take any of the following actions in its sole discretion and at its sole expense: (i) obtain the license rights for Customer to continue to use Juno's Platform; (ii) modify or replace Juno's Platform in a functionally equivalent manner; or (iii) if in Juno's sole opinion, subparts (i)-(ii) are not commercially reasonable options, Juno will have the unilateral right in its sole discretion to terminate this Agreement without further liability and, if applicable, refund on a pro-rata basis any unconsumed Fees paid by Customer.

11.2 Customer Indemnity. Customer shall defend (at Juno's election and Customer's sole expense) Juno and Juno's Representatives ("**Juno Indemnitees**") against any Claims, and indemnify and hold harmless the Juno Indemnitees from any Claims, damages, liabilities, costs (including legal fees and any fines, fees or penalties imposed by any regulatory authority) that have been reasonably incurred in connection with, arising out of or otherwise related to: (a) Customer's breach and/or Juno's enforcement of this Agreement (including without limitation, any act, error or omission by Customer of its use of the Services and MXNB, Customer's breach of Juno's Acceptable Use Policy as set forth in Exhibit B or breach of Customer's representations, warranties or covenants hereunder); (b) acts and omissions of Customer's end users; (c) Customer's violation of any Applicable Law, or the rights of any third party; (d) any Claim by any person or entity that transacts business with Customer or its Representatives to the extent that such Claim would have arisen due to a transaction irrespective of the use of the Services or of MXNB; (e) any Claim of personal injury or tangible property damage caused by any gross negligence or willful misconduct of Customer or any of its Representative; or (f) any Claim in connection with any act or omission in whole or in part as described in Section 11.1(b).

11.3 Indemnification Procedures. A Party seeking defense or indemnification under Section 11.1 and Section 11.2 will: (a) promptly notify the indemnifying Party of the Claim in writing in a manner that enables the indemnifying Party to reasonably initially defend/respond to the Claim, provided however that the failure to give such notice will not relieve the indemnifying Party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure; (b) reasonably cooperate in its defense at its own expense; (c) not make any admission as to its liability in respect to the Claim; and (d) provide the indemnifying Party sole control and defense of the Claim and all related settlement negotiations, provided that the indemnifying Party shall not enter into a settlement that admits liability or fault to, requires a payment by, or otherwise adversely affects the rights of the indemnified Party without the prior

written consent of the indemnified Party, which will not be unreasonably withheld or delayed. The indemnified Party's non-compliance with this Section 11.3 in a manner which materially impacts the indemnifying Party's ability to defend a Claim will render the indemnifying Party's defense and indemnification obligations void.

12. RISK FACTORS AND DISCLOSURES

12.1 Supported Networks.

- (a) Customer acknowledges and agrees that Juno does not own or control any of the underlying software protocols of the Supported Networks. In general, the underlying protocols governing Supported Networks are open source and anyone can use, copy, modify, or distribute them. Customer acknowledges and agrees that: (i) Juno is not responsible for the operation of the underlying protocols of any Supported Networks; and (ii) Juno makes no guarantees regarding the security, functionality, or availability of any Supported Network. Supported Networks may be subject to attacks or experience backlogs, higher than normal transaction fees, changes to the network, failure or a copy in the protocol. Any such attacks, backlogs, failures, changes or delays on any Supported Network might materially delay or prevent Juno from minting, redeeming, or sending and receiving MXNB.
- (b) Customer acknowledges and agrees that (x) a ledger system is not a Supported Network unless it is explicitly named as a Supported Network by Juno and notified to Customer; (y) the Services will not support additional features or protocols associated with a given Supported Network (e.g., staking, forked protocols, or smart contracts) unless explicitly stated by Juno as being supported; and (z) Juno may, in its sole discretion, at any time choose to support (or cease support for) a Supported Network. Upon Juno's request, Customer shall take any and all actions reasonably necessary to effectuate the discontinuation of a Supported Network, including migration of Customer's MXNB to another Supported Network. Juno will not be responsible for any damages, losses, costs, fines, penalties, expenses, whether or not reasonably foreseeable by the Parties, which Customer may suffer, sustain, or incur, arising out of or relating to Customer's failure to effectuate such migration of MXNB to another Supported Network.

12.2 Forks. In the event of a fork of one of the Supported Networks, Juno may be forced to suspend all activities relating to MXNB (minting, redeeming, or sending and receiving MXNB) for an extended period of time until Juno has determined in its sole discretion that such functionality can be supported or restored. During this period, all Customer activities involving MXNB will be restricted or limited. Customer agrees that support of a fork in any Supported Network is entirely at Juno's discretion and that Juno may decide not to support a fork. In the event that Juno does support a fork, it may not be possible to provide support at the timing of the actual Supported Network change. Juno does not accept any responsibility or liability in the event of technical issues following a fork. However, Juno will make its best efforts to ensure that the Customer does not suffer any losses in the case of a fork, regardless of whether Juno decides to support the fork or not.

12.3 Copies and Wrappers. In the event a party unaffiliated with Juno creates an alternative, equivalent version of MXNB either on one of the Supported Networks or on an unsupported blockchain (a "copy") that operates independently from MXNB or creates an asset and purports that such asset is collateralized by or otherwise incorporates MXNB into its design (a "wrapper"), Juno is under

no obligation to support any such copies or wrappers of MXNB and assumes no responsibility for any value that might be lost as a result of this lack of support of copies or wrappers of MXNB.

12.4 Irreversible Transactions. Juno does not have the ability to reverse or recall any transaction that occurs on a blockchain network, including Supported Networks, once initiated. Customer acknowledges and accepts that MXNB transactions are irreversible and that Customer may lose access to, and any claim on, that MXNB indefinitely or permanently. Customer bears all responsibility for any losses that might be incurred as a result of sending MXNB to an incorrect or unintended blockchain address.

12.5 Freezing and Burning of MXNB.

- (a) Juno may freeze MXNB by blacklisting a particular digital address rendering the associated digital wallet, which may be a Customer Wallet, restricted from transmitting or receiving MXNB at its sole discretion if required to do so by Applicable Law, authorities request or Juno's internal compliance policies. The Customer agrees that Juno may blacklist digital addresses holding MXNB, with or without advance notice.
- (b) MXNB or the Reserve assets backing MXNB may be subject to seizure or forfeiture by regulators, judicial bodies, law enforcement agencies, or other legal entities. In connection with MXNB and the Reserve assets backing MXNB, Juno intends to cooperate with legal process and law enforcement requests and the Customer expressly agrees that Juno may do so. Customer understands and agrees that Juno may blacklist digital wallets holding MXNB and that Customer may lose the entirety of their MXNB.
- (c) Juno may burn (i.e., destroy) MXNB held in a particular digital wallet and mint new MXNB into a different digital wallet at its sole discretion if required to do so by Applicable Law, authorities request or Juno's internal compliance policies. If MXNB is burned under this paragraph, Juno has no obligation to mint new MXNB and the Customer may lose the entirety of its MXNB.
- (d) By using and holding MXNB, Customer agrees that Juno may take the actions set forth above and Juno SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSSES OR DAMAGES RESULTING FROM SUCH FREEZING OR BURNING.
- (e) If Customer becomes aware of improper conduct involving MXNB, Customer is responsible for immediately contacting Juno at support@buildwithjuno.com, as well as appropriate law enforcement authority to work towards filing an appropriate report. Juno shall make reasonable effort to cooperate with law enforcement inquiries and assist with investigations pertaining to MXNB.

12.6 Legislative and Regulatory Changes. The legal and regulatory status of MXNB and blockchain technology is unclear or unsettled in many jurisdictions. Juno is not responsible for determining whether and which laws may apply to MXNB transactions, including tax laws. Juno is also not responsible for predicting how or whether regulatory agencies may apply existing regulation with respect to MXNB, blockchain technology and its applications. Accordingly, Juno is not responsible for determining whether a MXNB transfer would be recognized under Applicable Law by a court or regulator in any jurisdiction. Legislative and regulatory actions at the federal, state and international level may also impact the value, functionality, nature, use, transfer and/or redemption of MXNB, and the ability of Juno to offer MXNB in certain jurisdictions.

- 12.7 No Deposit Insurance; Not Legal Tender. MXNB is not subject to a deposit insurance protection. MXNB is not coin or currency issued by the Central Bank and is not legal tender.
- 12.8 Affiliate Activities. Customer acknowledges and agrees that individuals or entities affiliated with Juno may hold, issue, sell, or otherwise engage in transactions using or involving MXNB. Customer further acknowledges and agrees that such individuals or entities may engage in this activity for any reason, including but not limited to engaging in commercial transactions, promoting transaction activity that utilizes MXNB, or otherwise supporting the use or adoption of MXNB. This activity may involve selling MXNB to other entities for provision to their end users. Customer understands and agrees that no individual or entity, whether affiliated with Juno or otherwise, is under any obligation to engage in these activities, and they may be discontinued at any time.
- 12.9 Third Party Platforms Generally. Third parties unaffiliated with Juno may elect to support MXNB on their platforms without any authorization or approval by Juno or anyone else. Such support of MXNB on any unaffiliated third party platform does not imply any endorsement by Juno that such third party support of MXNB and related services are valid, legal, stable or otherwise appropriate. Juno is not responsible for any losses or other issues you might encounter using MXNB on unaffiliated third party platforms. Where MXNB may be compatible with software or other technology provided by a third party, Juno does not guarantee the security or functionality of any third party software or technology and is not responsible for any losses of MXNB due to the failure of third party software or technology.
- 12.10 No Guarantee of Price Stability on Third Party Platforms. Juno does not guarantee that the value of one (1) MXNB will always equal 1 Mexican peso (\$1) on third-party platforms. Due to a variety of factors outside of Juno's control, the value of MXNB on third-party platforms such as cryptocurrency exchange platforms could fluctuate above or below 1 Mexican peso (\$1). Although Customer can always redeem one (1) MXNB for 1 Mexican peso (\$1) with Juno, less Fees, Juno cannot control how third parties quote or value MXNB, and Juno is not responsible for any losses or other issues that may result from fluctuations in the value of MXNB.
- 12.11 Conditions on Redemption. Customer's ability to redeem a Mexican peso for each MXNB is conditional on Customer's possession of a corresponding amount of MXNB and Juno's receipt of a valid redemption Order that meets the conditions specified in Section 1.1(d). Sending MXNB to another blockchain address automatically transfers and assigns to that holder, and any subsequent holder, the right to redeem MXNB for an equivalent amount of Mexican pesos from Juno so long as the holder of such MXNB is eligible to, and does, become a Customer of Juno.

13. MISCELLANEOUS

- 13.1 Conflict. In the event of a conflict between this Agreement and any applicable Additional Agreements, this Agreement shall govern with respect to the subject matter hereof, unless agreed otherwise in the Additional Agreements.
- 13.2 Complaints. If Customer has any questions, needs assistance, or wishes to contact Juno with a complaint, Customer may contact support@buildwithjuno.com to the attention of the Legal Department. If Customer is dissatisfied with the manner in which a complaint has been handled, or for any other reason, Customer can also refer the matter to the relevant regulatory authority identified in Exhibit D of this Agreement.

- 13.3 No Financial Advice. The information contained on any of Juno's websites or provided to Customer through Juno or by any employee, agent, or affiliate of Juno does not constitute financial, investment or other professional advice on any particular transaction and must not be treated as a substitute for specific advice. Customer is solely responsible for any decision to store, buy, or sell MXNB, and such decisions should take into account Customer's risk tolerance and financial circumstances. Advice from a suitably qualified professional should always be sought in relation to any particular transaction and Customer's particular circumstances.
- 13.4 Relationship of the Parties. Customer acknowledges and agrees that nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Additionally, for the avoidance of doubt, Juno does not provide any trust or fiduciary services to any Customer under this Agreement.
- 13.5 Amendments. Juno may amend this Agreement, any agreement incorporated by reference at any time by posting the amended version on <http://buildwithjuno.com/>, emailing it to Customer, or otherwise communicating it to Customer. Each amended version will be effective as of the time it is posted, and Customer's continued use of the Services and MXNB, after the posting of an amended version, constitutes Customer's acceptance of the amended version.
- 13.6 Assignment. Customer may not assign or transfer or delegate or sublicense (collectively "assign" or "assignment") this Agreement or any rights or obligations hereunder or thereunder (whether voluntarily or involuntarily, by operation of Applicable Law or merger or consolidation or otherwise) without the prior written consent of Juno, except to a successor entity or an entity purchasing or acquiring substantially all of the assets of the Customer (with written notice to Juno). Any attempted assignment made by Customer without the required prior written consent shall be void and of no effect. Juno may assign all rights and obligations in this Agreement to a Juno affiliate at any time in its sole discretion, with or without notice, including, but not limited to, any and all services required to issue, redeem, maintain, and transfer MXNB. Subject to the foregoing restrictions, this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns.
- 13.7 Change in Control. In the event that Juno is acquired by or merged with a third-party entity, Juno reserves the right, in any of these circumstances, to transfer or assign the information Juno has collected from Customer as part of such merger, acquisition, sale, or other change of control.
- 13.8 Force Majeure. Neither Party shall be liable for failure or delay in the fulfillment of any of its obligations hereunder (excluding payment of Fees) where such failure is due to war, riot, strike, labor dispute, civil disturbance, rebellion, invasion, terrorist attack, embargo, national or local emergency, natural disaster, acts of God, flood, fire, malfunction of equipment or facilities, Internet services provider failures or delays, failure by the other Party or a third party to perform a prerequisite necessary to fulfill such obligation, or any other cause beyond its reasonable control; but excluding for these purposes: (i) any indemnification or defense obligations; and (ii) any obligations for the payment of Fees or other money under this Agreement, which may not be excused or deferred. The Party unable to fulfill its obligations due to such a force majeure event shall use diligent efforts to restore its performance thereof as soon as reasonably possible.
- 13.9 Entire Agreement. This Agreement (including documents incorporated by reference herein) comprise the entire understanding and agreement between Customer and Juno as to the subject matter hereof, and it supersedes any and all prior discussions, agreements, understandings of any

kind (including without limitation any prior versions of this Agreement), and every nature between and among Customer and Juno, in each case, related to the subject matter hereof.

- 13.10 Interpretation. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.
- 13.11 Invalidity. If any provision of this Agreement is determined to be invalid or unenforceable under any Applicable Law, this will not affect the validity of any other provision. If any provision is found unenforceable, the unenforceable provision will be severed, and the remaining provisions will be enforced.
- 13.12 Non-waiver. This Agreement shall not be construed to waive rights that cannot be waived under Applicable Laws. In addition, Juno's failure to insist upon Customer's strict compliance with any term or provision of this Agreement shall not be construed as a waiver for Customer to not comply with such term or provision.
- 13.13 Survival. All provisions of this Agreement, which by their nature, extend beyond the expiration or termination of this Agreement, including, without limitation, the Sections relating to termination, debts owed to Juno, general use of the Services and MXNB, disputes with Juno, and all rights and obligations of the Parties that by their nature are continuing will continue to be binding and operate after the termination or expiration of this Agreement.
- 13.14 Language. This Agreement and any information or notifications that Customer or Juno are to provide should be in English. Any translation of this Agreement or other documents is provided for Customer's convenience only and may not accurately represent the information in the original English. In the event of any inconsistency, the Spanish language version of this Agreement or other documents shall prevail.
- 13.15 Governing Law and Jurisdiction. This Agreement and any disputes or matters arising from, relating to, or in connection with its subject matter will be governed and construed in accordance with the laws of El Salvador, without regard to conflict of laws principles.

In the event of any dispute, controversy, or claim arising under or relating to this Agreement or the relationship created hereby, the Parties agree to attempt to resolve such disputes amicably. The process shall be as follows:

- a. **Initial Negotiation:** The Parties shall first engage in good-faith discussions to resolve the dispute through their respective representatives. Each party shall provide written notice of the dispute and designate a representative within five (5) business days of such notice.
- b. **Management Escalation:** If the dispute cannot be resolved within fifteen (15) business days of the initial negotiation, the matter shall be escalated to senior management of both Parties, who will have an additional ten (10) business days to attempt resolution.

If the dispute remains unresolved after exhausting the escalation procedure described above, the Parties agree to submit the dispute to final and binding arbitration under the following terms:

- a. **Arbitration Rules:** The arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce (ICC).
- b. **Seat of Arbitration:** The seat of arbitration shall be San Salvador, El Salvador.
- c. **Language:** The arbitration proceedings shall be conducted in Spanish.
- d. **Arbitrators:** The arbitration shall be conducted by one (1) arbitrator mutually agreed upon by the Parties. If the Parties cannot agree on an arbitrator within ten (10) business days, the arbitrator shall be appointed by the ICC in accordance with its rules.

e. **Final and Binding:** The decision of the arbitrator shall be final and binding upon the Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The Parties agree that, except for the enforcement of arbitration awards, the courts of San Salvador, shall have exclusive jurisdiction over any legal action arising from or relating to this Agreement that is not subject to arbitration.

Notwithstanding anything to the contrary in this Agreement, either Party may seek equitable relief in any court of competent jurisdiction to protect its Confidential Information or other intellectual property or rights therein from infringement or misappropriation or other violation or from disclosure, as monetary damages may not be adequate or easily ascertainable in such a situation.

As of the Effective Date, the Parties agree to be bound, and have caused this Agreement to be executed, by their respective authorized representatives.

EXHIBIT A. FEES

The Fees are as follows (where \$ indicates Mexican pesos):

Services	Fees
Issuance	0.00% of issuance volume
Redemption	0.00% of redemption volume

* Customer acknowledges and agrees that Juno may, from time to time, unilaterally vary the fees charged with respect to such transactions, upon disclosure, where there is a change to the fees applied by third parties that apply to such transaction, such as bank wire fees or gas fees with respect to Supported Networks, to incorporate such change.

EXHIBIT B. ACCEPTABLE USE POLICY

- A. Prohibited Uses. Customer may not use Juno's services to engage in the following categories of activity ("**Prohibited Uses**"). The specific types of use listed below are representative, but not exhaustive. If Customer is uncertain as to whether or not its use of Juno's services involves a Prohibited Use or have questions about how these requirements apply to Customer, please contact Juno through your designated sales person.

In the event that Juno learns Customer has used or is using Juno's services to engage in any Prohibited Uses, Juno will consider it to be a violation of this Agreement and may suspend or terminate all of Juno's services, with or without notice, which can result in the potential inability to redeem MXNB for Mexican pesos with Juno.

By entering into this Agreement, Customer confirms that it will not use Juno's services to do any of the following:

1. Unlawful Activity: Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation or sanctions programs administered in the countries where Juno conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information; purchasing goods of any type from "Darknet" markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods).
2. Abusive Activity: Actions which impose an unreasonable or disproportionately large load on Juno's infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to Juno's computer systems that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to Juno's computer systems or networks connected to the Juno's computer systems, through password mining or any other means; use information of another party to access or use Juno's computer systems, or transfer Customer access or rights to its account to a third party, unless by operation of law or with the express permission of Juno.
3. Abuse Other Users: Interfere with another customer's access to or use of any Juno's services; defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from Juno's computer systems about others, including without limitation email addresses, without proper consent.
4. Fraud: Neither Customer nor any related party shall engage or attempt to engage in any fraudulent act or engage or attempt to engage in any scheme to defraud, deceive, or trick, in connection with or related to any Order or Transaction on or other activity related to MXNB or Juno.
5. Fictitious Transactions: Neither Customer nor any related party shall create or execute fictitious transactions or place any Order for a fictitious transaction with knowledge of its nature.
6. Market Manipulation: Customer may not hold or use MXNB for the purpose of generating unnecessary volatility or creating a condition in which prices do not or will not reflect fair market values are prohibited. If Customer or any related party make or assist in placing any such Order with knowledge of the purpose thereof or if Customer or any related party, with such knowledge,

in any way assist in carrying out any plan or scheme for the placing of any such Order, Customer and any related party will be deemed to have engaged in an act detrimental to Juno.

7. Intellectual Property Infringement: Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity, or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Juno's intellectual property, name, or logo, including use of Juno's trade or service marks, without express consent from Juno or in a manner that otherwise harms Juno or the Juno brand; any action that implies an untrue endorsement by or affiliation with Juno.
- B. Prohibited Businesses. In addition to the Prohibited Uses described above, the categories of businesses, business practices, and sale items listed below are barred from Juno's services ("**Prohibited Businesses**").

The specific types of use listed below are representative, but not exhaustive. If Customer is uncertain, as to whether or not its use of Juno's services involves a Prohibited Business, or has questions about how these requirements apply to Customer, please contact Juno through your designated sales person.

In the event that Juno learns Customer has engaged or is engaging in any Prohibited Businesses, Juno will consider it to be a violation of this Agreement and may suspend or terminate all of Juno's services, with or without notice, which can result in the potential inability to redeem MXNB for Mexican pesos with Juno.

By entering into this Agreement, Customer confirms that it will not use Juno's services in connection with any of following businesses, activities, practices, or items:

1. Infringement of Intellectual Property or Other Proprietary Rights: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder;
2. Counterfeit or Unauthorized Goods: Unauthorized sale or resale of brand name or designer products or sale of goods or services that are illegally imported or exported or which are stolen;
3. Regulated Products and Services: Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials;
4. Drugs and Drug Paraphernalia: Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs;
5. Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body;
6. Adult Content and Services: Pornography and other obscene materials (including literature, imagery, and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, and adult live chat features;
7. Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs; or

8. High-risk businesses: Any businesses that Juno reasonably considers posing elevated financial risk or legal liability, or unacceptable or in violation of card network rules or bank or payment partners policies, including, but not limited to, gambling activities such as sports betting, casino games, horse racing, dog racing, games that may be classified as gambling (i.e., poker), or other activities that facilitate any of the foregoing, unless licensed and authorized by the jurisdiction in which the Customer is based as well as by the jurisdiction in which the transaction takes place.

EXHIBIT C. SUPPORT SERVICES TERMS

In cases of questions that cannot be solved by Juno's Customer Support team, the enterprisesupport@bitso.com email address is to escalate specific requests and issues, this email address will operate during regular business hours.

Juno's Services are generally available 24/7. This can be monitored at any point in time in the next URL: <https://status.bitso.com/>.

Below is a matrix of SLAs:

Severity Level	Definition	Initial Response
Severity 1	A "Catastrophic" error causing 100% loss of Transactional Services' access or use.	Three (3) hours
Severity 2	A "Severe" error that affects a substantial part of the Transactional Services; operations can continue in a restricted fashion.	Six (6) hours
Severity 3	A "Minor" error resulting in improper functionality in part of the Transactional Services, or impact to a limited subset of features of the Onboarding/Information Services.	Two (2) days

In case of a breach of the SLA or service unavailability for more than 1 business day, the Client shall have the right to demand a proportional reduction in the cost of services.

EXHIBIT D. DISCLOSURES

Customer notes the following material risks associated with virtual currency: (i) virtual currency is not legal tender, is not backed by the government, and accounts and value balances are not subject to insurance; (ii) legislative and regulatory changes may adversely affect the use, transfer, exchange, and value of virtual currency; (iii) transactions in virtual currency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable; (iv) some virtual currency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that Customer initiates the transaction; (v) the value of virtual currency may be derived from the continued willingness of market participants to exchange fiat currency for virtual currency, which may result in the potential for permanent and total loss of value of a particular virtual currency should the market for that virtual currency disappear; (vi) there is no assurance that a person who accepts a virtual currency as payment today will continue to do so in the future; (vii) the volatility and unpredictability of the price of virtual currency relative to fiat currency may result in significant loss over a short period of time; (viii) the nature of virtual currency may lead to an increased risk of fraud or cyber-attack; (ix) the nature of virtual currency means that any technological difficulties experienced by Juno may prevent the access or use of Customer's virtual currency; and (x) any bond or trust account maintained by the Juno for the benefit of its customers may not be sufficient to cover all losses incurred by Customer.