

# Terms and Conditions of Ymer Exchange LLC

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**These terms and conditions of business are concluded between:**

Ymer Exchange LLC (Ymer Exchange), an international business company, with registered office in floor 3, 1 Rue Seguin, Nouméa 98800, Nueve Caledonie, website [www.ymer.exchange](http://www.ymer.exchange), hereinafter called the "Group of Companies", "Company" or "us",

**AND**

The individual account holder, identified by Account Opening Application Form, hereinafter called the Client or the cryptocurrency Customer. The Client keeps the liability for the accuracy of the information provided to the Company and included in the Account Opening Form.

## **1. General**

1.1. These Terms and Conditions of business, together with any Schedule(s), and accompanying documents, as amended from time to time, (this "Terms and conditions") sets out the terms of the business relationship between you and us. Please read it carefully and let us know as soon as possible if there is anything which you do not understand.

1.2. These Terms and conditions of business governs each Exchange entered into or outstanding between us on or after the execution of this policy.

1.3. A reference in these Terms and Conditions to a "clause" or "Schedule" shall be construed as a reference to, respectively, a clause or Schedule of these Terms and Conditions, unless the context requires otherwise.

References in these Terms and Conditions to any statute or statutory instrument include any modification, amendment, extension or re-enactment thereof. A reference in this Terms and Conditions to “document” shall be construed to include any electronic document. The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires.

1.4. The clauses contained in the attached Schedule (as amended from time to time) shall apply. We may from time to time send to you further Schedules in respect of the exchanges performed between us and you. In the event of any conflict between the clauses of any Schedule and these Terms and Conditions, the clauses of the Schedule shall prevail. The fact that a clause is specifically included in a Schedule in respect of one Exchange shall not preclude a similar clause being expressed or implied in relation to any other Exchange. You acknowledge having read, understood and agreed to the Schedules to these Terms and Conditions.

1.5. Services covered by these Terms and Conditions of business are not addressed to:

1.5.1 residents of the USA within the meaning of the Regulation S which is an exclusive act to the US Securities Act of 1933 or to persons residing in the USA;

1.5.2. residents of all the countries included in the list of AML non-cooperative jurisdictions;

## 2. Interpretation

In this Agreement:

“Account” means the account you hold and designated with a particular account number, expressed only in cryptocurrency.

“Associate” means an undertaking in the same group as us, a representative whom we or an undertaking in the same group as us appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them.

“AML Act” means the applicable regulation concerning anti money laundering and counter terrorism financing, as amended from time to time.

“AML Authority” means Financial Intelligence Unit of New Caledonia.

“Business Day” means a day which is not a Saturday or a Sunday and upon which banks are open for business. 7 – 17 UTC

“Cryptocurrency Customer” means a Customer of the Company opening an account expressed only in Cryptocurrency. Non fiat currency is offered. No exchange cryptocurrency to fiat currency services are offered.

“Contracts” means derivative products based on various assets, including agreements on goods, spot or forward, having as support assets, if the case, securities, stock indicators and other indicators, foreign currencies, precious metals or other commodities, admitted to be traded on regulated markets, on an alternative trading system, in OTC regime (over-the-counter) or in any other trading system agreed and approved by the Company, expressed only in cryptocurrency units while the actual possession of the underlying assets or the exchange of the underlying asset is not applicable and the Contacts shall not end with the actual delivery of the underlying assets or with a cash/fiat currency settlement, but only with a cryptocurrency settlement.

“Electronic Services” means a service provided by us, for example an Internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service and/or an electronic order routing system.

“Event of Default” means any of the events of default as listed in Clause 14 (Events of Default) of the General Terms and Conditions of Service.

“Execution” means the completion of clients’ interchange orders on Ymer Exchange trading platform.

“Orders or Interchange orders” means instructions sent to the Company via Ymer Exchange trading platform to buy or to sell Contracts;

“OTC” means ‘over the counter’ and refers to the interchange orders conducted otherwise than on a regulated exchange.

“Ymer Exchange Online Trading System” means the internet-based trading system available at our website that allows you to place interchange orders.

“Terms and Conditions” means a Terms and Conditions between Ymer Exchange LLC. and its Client to interchange cryptocurrency units at an agreed rate.

“System” means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to use an Electronic Service.

“Transaction” means any interchange deal, subject to these Terms and Conditions.

### 3. Scope of Terms and Conditions

3.1 The Company shall provide interchange services for the Client's benefit, that is undertaking and executing interchange orders and instructions received from the Client by means of the e-trading system, managed by the Company, in connection with the Terms and Conditions offered by the Company. The accounts are expressed and dominated in cryptocurrency units only. The Contracts are derivative products based on assets/instruments, including agreements on goods, spot or forward, having as support assets, if the case, securities, stock indicators and other indicators, foreign currencies, precious metals or other commodities, admitted to be traded on regulated markets, on an alternative trading system, in OTC regime (over-the-counter) or in any other trading system agreed and approved by the Company.

3.2. Types of Contracts which are the scope of these Terms and Conditions are the ones available on the date of signing this Terms and Conditions or that shall be available at any given moment during the operation of this Terms and Conditions , by means of the Ymer Exchange e-trading system, managed by the Company. The derivatives which are the scope of this Terms and Conditions do not request the actual possession of the underlying assets or the exchange of the underlying asset and they shall not end with the actual delivery of the underlying assets or with a cash/fiat currency settlement, but only with a cryptocurrency settlement.

3.3. The services provided by the Company consist solely of the undertaking and executing interchange orders and instructions received from the Client in connection with the Terms and Conditions s admitted to be traded by and through Ymer Exchange Trading Electronic Service.

In view of facilitating the transmission of Client's interchange orders and instructions, the Company grants the Client access by internet to the Ymer Exchange Online Trading System, dedicated to services mentioned at art

3.1-3.3 above. The Company grants the Client, by means of Ymer Exchange trading system, among others, the following instruments:

3.4.1. types of Contract which are the scope of services supplied by the Company and description of such Contracts;

3.4.2. market evolution of Contracts;

3.4.3. account statement of Client's account opened and operated by the Company, based on the Client's interchange orders and instructions in connection to the Contracts.

3.5. The Company does not provide to the Client recommendations or investment consultancy/investment advice/financial services/investment services any other services expressed in fiat currency, regarding the Contracts offered. Having in mind the risks associated with such margin trades with derivatives, the Client may consider specialized consultancy services from third parties in connection to the operations which are the scope of these Terms and Conditions.

3.6. All documents found on the Company's website, in the field "Documentation" are considered to be an integral part of this Terms and Conditions. They include, but are not limited to:

3.6.1. Account Opening Application Form

3.6.2. Contracts Details Table – Assets, Specifications and Rollover Calendar

3.6.3. Client Category

3.6.4. Complaints Policy

3.6.5. Rollover Calendar

3.6.6. Order execution

3.6.7. Risk Disclosure Statement

3.6.8. Refund and cancellation

3.6.9. Bonus and Award

3.6.10. Anti-Fraud and Counter Terrorism Financing Policy

3.6.11. Terms and Conditions of Business

3.7. The Client declares and acknowledges that any amendments to the documents referred to in Section

3.6 shall be deemed acknowledged at the time of publication in the Company's website. If the Client does not notify its objections to the Company in writing within 48 hours of change, they shall be deemed to be accepted by the Client.

3.8. By filling in the Account Opening Application Form and concluding this Terms and Conditions, the Client states that before its conclusion, he/she acknowledged the following documents from the Company's internet page:

3.8.1. Privacy Policy;

3.8.2. Risk Disclosure;

3.8.3. Terms and Conditions of Business;



3.8.4. documents mentioned at point 3.6.

3.9. The terms and phrases used in this Terms and Conditions shall have the meaning recorded in the Terms and Conditions document, available on the Company's website.

#### 4. Duration of the Terms and Conditions

4.1. These Terms and Conditions shall come in force upon the validation of the Client's Registration Form by the Company.

4.2. This Terms and Conditions is concluded based on and as response to the account opening Application Form of the Client's.

4.3. The Company reserves his right to refuse or limit the Client's access to one or more services requested by the account opening Application Form, which represent the scope of this Terms and Conditions . Taking into consideration the risks associated with derivatives trades, the services provided by the Company based on these Terms and Conditions are not addressed to untrained or inexperienced individuals. By accepting these Terms and Conditions, the Client states that he knows, understands and undertakes the risks associated with derivatives trades which represent the scope of services provided by the Company based on these Terms and Conditions .

4.4. The Client states and guarantees that:

4.4.1. he/she has the legal power to conclude this Terms and Conditions and to execute trades with securities

4.4.2. the Terms and Conditions creates valid duties and they can be hold against the Client in court

4.4.3. by signing this Terms and Conditions, the Client does not infringe any legal or statutory provision, which could be in force

4.4.4. all the Personal Identification details (Name, Surname, Email, Phone, Country) are accurate and corresponds to the reality;

4.5. This Terms and Conditions is concluded on an undefined period and it shall be terminated under the circumstances and terms mentioned by the Terms and Conditions of Business.

## 5. Opening an account

5.1. The Company opens and operates a distinct account, in the name and on behalf of the Client, where shall be highlighted all possessions and interchange orders of the Client's, expressed in cryptocurrency, made pursuant to these Terms and Conditions.

5.2. By executing this Terms and Conditions, the Company opens and maintains, in the Client's name, a distinct margin account, separated by all the other accounts of the Client, in which all possessions and interchange orders shall be highlighted, operations made by the Client based on this Terms and Conditions (Account or Client's account).

5.3. The account shall be activated when the minimum amount indicated by the Company shall be deposited in the "Clients" cryptocurrency wallet, linked to the block chain system, indicated by the Company, and when all the documents requested shall be sent. This minimum amount is 0,1 BTC

5.4. In order to make the interchanges orders, the Client must submit in the account the initial margin for each traded Contract. The Client undertakes to leave in the Account, during the whole Terms and Conditions period, an amount that is at least equal to the margin for each

contract traded, brought to the knowledge of the Client by the Ymer Exchange e-trading system or by the Company's website.

5.5. The initial margin and the maintenance margin shall be deposited by the Client only in cryptocurrency. The level of margin and the other specification for each derivative shall be notified to the Client by the Ymer Exchange platform or on the Company's website page dedicated to this service and the Company shall update them periodically.

## 6. Transmitting, taking over and executing interchange orders

6.1. The Client states that he agrees to communicate the interchange orders and instructions to the Company via internet and for further communications made between parties. The Company is authorized expressly by the Client to take over and execute interchange orders and instructions received from the Client by the remote communication system mentioned above.

6.2. The Client can access the e-trading system operated by the Company, by means of a computer with internet access, by any type of protocol with the username and password protected. The e-trading system must be installed in advance, and it is available for the Client on the Company's Internet domain (ymer.exchange).

6.3. The Client undertakes full responsibility regarding the orders and instructions received from the Company, under Client's username and password on the e-trading platform. The Company shall not be held liable towards the Client or another person or entity for a loss suffered as result of taking over or executing the interchange orders or instructions received from the Client by this communication system.

6.4. The Client is the only authorized user of this e-trading platform operated by the Company, based on this Terms and Conditions. It is the

exclusive responsibility of the Client to keep the confidentiality of the user name and access code and any other security elements which allow the Client's access in the system, the operations on the account opened at the Company and the use of any of the trading system's functions. The Company shall never store the Client's password. He/she shall be informed that in the event of losing the password, a new one shall be created after checking and comparing full data and replying to the security question.

6.5. The Client states that he is aware and agrees with the Company's policy to execute the interchange orders. The taking over and execution of any interchange order received by the Company by means described in these Terms and Conditions depend upon the existence of the Contract, upon the necessary amount of cryptocurrency in the Client's account opened at the Company and upon the conditions specific to the open market.

6.6. You may give us instructions in electronic form through the Ymer Exchange Online Trading System. If any instructions are received by us by telephone, computer or other medium we may ask you to confirm such instructions in writing. We shall be authorized to follow instructions notwithstanding your failure to confirm them in writing. In this Terms and Conditions "instructions" and "orders" have the same meaning.

6.7. Types of Interchange Orders Accepted. Some of the types of orders the Company accepts include, but are not limited to:

6.7.1. Good till Canceled ("GTC") – An order (other than a market order), that by its terms is effective until filled or canceled by Client. GTC Orders are not automatically canceled at the end of the Business Day on which they are placed;

6.7.2. Limit/Stop – An order (other than a market order) to buy or sell the identified contract at a specified price. A limit order to buy generally will be executed when the ask price equals the price that you specify in the limit order. A stop order to buy generally will be executed when the ask price is the price that you specify in the limit order. A limit order to sell generally will be executed when the bid price equals the price that you specify in the limit order. A stop order to sell generally will be executed when the bid price equals the price that you specify in the limit order. Limit Orders (Buy Limit, Sell Limit, Take Profit) only execute at the entry price (trigger price). If the best available price at the time of execution is not at the entry price, the order resets and waits for execution. Stop Orders (Buy Stop, Sell Stop, Stop Loss) guarantee execution but do not guarantee the specified price. When triggered, stop orders become a market order available for execution at the next available market price. Slippage may be enabled for Pending Orders, as well;

6.7.3. Market– An order to buy or sell the identified contract at the current market price that the Company provides via the Online Trading System. An order to buy is executed at the current market ask price and an order to sell is executed at the current market bid price;

6.7.4. One Cancels the Other (“OCO”) – An order that is linked to another order. If one of the orders is executed, the other will be automatically canceled;

6.7.5. Stop Loss – A stop loss order is an instruction to buy or sell a market at a price which is worse than the opening price of an open position (or worse than the prevailing price when applying the stop loss order to an already open position). It can be used to help protect against losses. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the stop loss order and as such, stop loss orders are not guaranteed to take effect at the price for which they are set;

6.7.6. Trailing Stop – A trailing stop is the same as a stop loss order with the only difference being that, instead of setting a price at which the order is activated, the trailing stop order is activated at a fixed distance from the market price. For example, if Client has purchased a long open position and the market ask price increases, the trailing stop price will also increase and will trail behind the market ask price at the fixed distance set by Client. If the market ask price then decreases, the trailing stop price will remain fixed at its last position and if the market ask price reaches the trailing stop price, the order will be executed. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the trailing stop order and as such, trailing stop orders are not guaranteed to take effect at the fixed distance for which they are set.

Following submission of an order, it is your sole responsibility to remain available for order and fill confirmations, and other communications regarding your Account until all open orders are completed. Thereafter, you must monitor your Account frequently when you have open positions in the Account. Your order shall be valid in accordance with the type and time of the given order, as specified. If the time of validity or expiration date/time of the order is not specified, it shall be valid for an indefinite period.

6.8. Terms of Acceptance for Interchange Orders. It is your sole responsibility to clearly indicate the terms of an order when entered, whether it is a market order, limit order, stop loss order or any other type of order, including the relevant price and lot size. You acknowledge and agree that, despite our best efforts, the price at which execution occurs may be materially different to the price specified in your order. This may result from sudden price movements in the underlying assets that are beyond our control. The Company shall have no liability for failure to execute orders. The Company shall have the right, but not the obligation,

to reject any order in whole or in part prior to execution, or to cancel any order, where your Account contains margin that is insufficient to support the entire order or where such order is illegal or otherwise improper.

6.9. Execution Policy. Where you place orders with us, the execution factors that we consider and their relative importance is as set out below:

6.9.1. Price. The relative importance we attach is "high".

6.9.2. Speed. The relative importance we attach is "high".

6.9.3. Likelihood of execution and settlement. The relative importance we attach is "high".

6.9.4. Size. The relative importance we attach is "high".

6.10. We are the counterparty to every interchange order you place with us and therefore we are the only execution venue.

6.11. Authority. We shall be entitled to act for you upon instructions given or purporting to be given by you or any person authorized on your behalf without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such instructions provided such instruction is accompanied by your correct Account number and password. If your Account is a joint account, you agree that we are authorized to act on the instructions of any one person in whose name the Account is held, without further inquiry. We shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by us in reliance on any such instructions or on the apparent authority of any such persons.

6.12. Cancellation/withdrawal of interchange instructions. Non-market orders may be canceled via Ymer Exchange Online Trading System but we

can only cancel your interchange instructions if you explicitly request so, provided that we have not acted up to the time of your request upon those instructions. Executed instructions may only be withdrawn or amended by you with our consent. The Company shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be canceled.

6.13. Right not to accept orders. We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to enter into a proposed Transaction, we shall not be obliged to give a reason but we shall promptly notify you accordingly.

6.14. Control of orders prior to execution. We have the right (but not the obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation):

6.14.1. controls over maximum order amounts and maximum order sizes;

6.14.2. controls over our total exposure to you;

6.14.3. controls over prices at which orders may be submitted (to include (without limitation) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book);

6.14.4. controls over the Electronic Services (to include (without limitation) any verification procedures to ensure that any particular order or orders has come from you); and/or

6.14.5. any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulations.



6.15. Trade Adjustments. Clients must be aware that transactions carry a high degree of risk. The amount of initial margin may be small relative to the value of the transaction so that transactions are 'leveraged' or 'geared'. A relatively small price movement may have a proportionately larger impact on the cryptocurrency units that the Client has deposited or will have to deposit. This may work against as well as for the client. The Company exclusively reserves the right to widen its variable spreads, adjust leverage, change its rollover rates and/or increase the margin requirements without notice under certain market conditions including, but not limited to, when the trading desk is closed, around fundamental announcements, as a result of changes in credit markets and/or at times of extreme market volatility. In such circumstances, the Client agrees to indemnify the Company for any and all losses that may occur due the widening of spreads and the adjustment of leverage.

6.16. Execution of interchange orders. We shall use our reasonable endeavors to execute any interchange order promptly, but in accepting your interchange orders we do not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of an order on your behalf we shall notify you promptly.

6.17. Confirmations. At the end of each trading day, confirmations for all Transactions that we have executed on your behalf on that trading day will be available via your Account on our trading platform, which is updated online as each interchange deal is executed. Confirmation of execution and statements of your Account(s), in the absence of manifest error, shall be deemed correct, conclusive and binding upon you if not objected to immediately by email ([dealing@ymer.exchange](mailto:dealing@ymer.exchange)) if orders were placed through Ymer Exchange Online Trading System or by telephone to the Ymer Exchange Trading Desk, within one business day of

making such conformations available to you via our platform or we notify you of an error in the confirmation within the same period. In cases where the prevailing market represents prices different from the prices posted by the Company, the Company will attempt, on a best efforts basis and in good faith, to execute market orders on or close to the prevailing market prices. This may or may not adversely affect client's realized and unrealized gains and losses.

6.18. Improper or Abusive Trading. The Company's objective is to provide the most efficient interchange environment available in the form of streaming, tradable prices for most of the contracts we offer on the trading platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time. Should you execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping'), the Company shall consider this as unacceptable behavior. Should the Company determine, at its sole discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading act such as for example:

6.18.1. fraud/illegal actions that led to the transaction;

6.18.2. orders placed based on manipulated prices as a result of system errors, system malfunctions or repeated/recursive rounding down mechanism;

6.18.3. arbitrage trading on prices offered by our platforms as a result of systems errors; and/or

6.18.4. coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates. Then the Company will have the right to:

6.18.5. adjust the price spreads available to you; and/or

6.18.6. restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or

6.18.7. obtain from your account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or

6.18.8. reject an order or to cancel a trade; and/or

6.18.9. immediately terminate our trading relationship

6.19. Prohibited Trading.

6.19.1. No employee and/or former employee who currently works or used to work on a full time or part time basis for the Company or any of its related entities shall, during the term of the employee and/or former employee's service to the Company or any of its related entities and after termination of service become a client of any brand of the Company (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without the Company's prior written approval. Should the Company consider that the employee and/or former employee is trading with any brand of the Company without the Company's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the employee and/or former employee's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated

6.19.2. No business associate or former business associate of the Company or any of its related entities shall, during the period of the Terms and Conditions between the associate/former business associate and the Company and after termination of such agreement, become a client of any brand of the Company (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without the Company's prior written approval. Should the Company consider that the associate/former business associate is trading with any brand of the Company without the Company's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the relevant associate/former business associate's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated

## 6.20 Inactive and Dormant accounts

6.20.1 Ymer Exchange LLC reserves its right to periodically analyze the clients' account turnover. If there is no open position on an account for a period longer than 6 consecutive weeks, Ymer Exchange has the right to apply a dormant commission of 0.009 BTC/week, retroactively from the date of the last deal. If there is no user trading activity, on an account, for a period longer than 32 consecutive weeks, Ymer Exchange has the right to apply an inactivity commission of 0.1 BTC/week, retroactively from the date of the last trading activity. The commission will appear in the trading statement the following month after the analysis. The commission will be first deducted from the Balance of the trading account and in case of no funds available the same amount will be deducted from the wallet provided by Ymer Exchange.

6.20.2 This turnover analysis periodicity depends on the total number of clients and on the total traded volume on the platform operated by Ymer Exchange.

6.20.3 Accounts with zero balance and no open positions will be considered inactive and suspended. The Client may require Ymer Exchange to open a previously suspended account, by sending such a query to [contact@ymer.exchange](mailto:contact@ymer.exchange).

## 7. Electronic Trading Terms

7.1. Scope. These clauses apply to your use of any Electronic Services.

7.2. Access and Trading Hours. Once you have gone through the security procedures associated with an Electronic Service provided by us, you will get access to such service, unless agreed otherwise or stated on our website. All references to the Company's hours of trading are in Greenwich Mean Time + 2 ("GMT") using 24-hour format. Our Electronic Services will normally be available continuously from 22:00 GMT Sunday until 22:00 GMT Friday (winter time), every week, excluding public holidays where the Forex market does not operate and cases where the market is closed due to illiquidity in the underlying instruments. Please consult our website for more details on operating times for each underlying instrument. We reserve the right to suspend or modify the operating hours on our own discretion and on such an event our website will be updated without delay in order to inform you accordingly. In this respect the operating hours, as indicated on the websites operated by our company and to which you have trading rights are the applicable, except the case that the operating hours are outside than of the underlying asset market (reference market) trading hours. In this case the underlying asset market trading hours will prevail and all the trades placed in the uncovered interval will be canceled, at the company's sole discretion. We may change our security

procedures at any time and we will inform you of any new procedures that apply to you as soon as possible.

7.3. Electronic Interchange Order entry for Market Orders equals Order execution. To enter an online order, you must access the Markets window, then click on "BUY/SELL" for the relevant market. A new window will appear in which you enter the price and lot size. The order is filled shortly after you hit the OK button provided you have sufficient funds in your Account. Orders may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties.

7.4. One-Click Trading. To use one-click trading, you must select the desired contract and press "Fast Trading". To enter an interchange order with one-click trading, you must access the Markets window and enter the price and lot size. The order is filled shortly after you click the BUY/SELL button provided you have sufficient funds in your Account. Orders may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties. One-Click Trading can also be used when closing positions.

8. Confirmations and reports 8.1. The Company shall make available for the Client, by the e-trading system operated by him, the following reports:

8.1.1. confirmation messages of executing orders right after the trade, but no longer than 24 hours since the date of execution of each order;

8.1.2. account statements, containing data regarding the contracts and the cryptocurrency amount available in the account, permanently updated;

8.1.3. reports regarding trading activity in the e-system, permanently updated.

8.2. Also the Company shall provide the Client via internet with information regarding contracts admitted to be traded.

8.3. The Client states and undertakes to make sure that the informatics systems used by him/her in order to access the trading system allow the download and save of reports sent by the Company. Also the Client states that he agrees that the reports mentioned in this Terms and Conditions to be transmitted by the Company exclusively online, by the e-trading system operated by the Company.

8.4. The Client undertakes to notify the Company in writing regarding any erroneous data and reports received, in maximum 48 hours since their display or since the moment when they were available on the e-trading system. After the expiry of the term, the content of the report shall be considered to be approved by the Client.

## 9. Record of accounts

9.1. The Company shall keep separate records regarding the Contract and cryptocurrency units from the Client's account. The amount of cryptocurrency from the "Client's" margin account:

9.1.1. is submitted in the "Client's" cryptocurrency wallet, opened by the Company on his name;

9.1.2. can be paid upon the Client's request, except the amounts needed to terminate the trades which are pending or on verge of reimbursement, as well as the amounts owed to the Company by the Client based on Terms and Conditions between them;

## 10. Company's rights and duties

10.1. the Company shall fulfill the operations which are the scope of this Terms and Conditions, pursuant to the interchange orders and

instructions received from the Client, by complying with the provisions of this Terms and Conditions of Business. The Company shall keep separate records of the contracts and cryptocurrency operations made from the Client's account, which is open in his name at the Company.

10.2. The services which are the scope of this Terms and Conditions are supplied by the Company upon the Client's will and they consist exclusively on taking over and executing interchange orders and instructions. When supplying these services, the Company does not have the obligation to evaluate the opportunity of the service rendered, thus he can benefit from the rightful protection mentioned by laws in force.

10.3. The Company shall direct all its efforts to permanently improve the quality of information provided to the Client via website or internet. The Company does not guarantee in any way, explicitly or implicitly, the reality, the present and the integrity of information provided by this website and shall not be held liable against the Client or another person or entity for any of damages which resulted directly or indirectly from the use of website information or as result of an error or omission, This clause shall not apply in case of information contained in reports referring to operations made in the Client's account.

10.4. The Company undertakes to keep the confidentiality of operations made in the name and on behalf of the Client and to not reveal such information to third parties or publicly, except the case when information is or becomes public or if its reveal is demanded by an authority or tribunal authorized by law.

## 11. Client's rights and duties

11.1. The Client certifies and undertakes full responsibility for the reality, integrity and update of information mentioned in the account opening application form. The Client undertakes to notify the Company in writing



about any modification of data included in the account opening application form or in a subsequent notification, in maximum 5 working days since the modification took place. Until receiving the notification, the Company shall be entitled to use the data contained in the account opening application form or in the most recent modification sent as notification.

11.2. The Client undertakes that he was informed that the data, information, statistics and analysis referring to the Contracts, supplied by the Company through the website or internet have a general character and are not personalized depending of the specific purposes of the Client and do not represent recommendation of deals, indicators or liabilities for future performances of deals. The Client must make his own analysis by which to settle his trading decisions and the Company shall not be held liable for any type of losses that the Client might suffer in connection with or as result of trades made by the Company, pursuant to orders received from the Client.

11.3. The Client undertakes and guarantees that his interchange orders shall be issued by complying with the practices and norms against market abuse. Except the case when, before issuing the order, the Client notifies the Company about his quality of holder of privileged information ("Insider") in relation with the issuer of the underlying asset, the Client shall be considered to not have possessed such information or quality.

11.4. The Client undertakes that he was informed about the conditions to use the Company's website, including the fact that some information, statistics, analysis and other materials presented by means of this website are protected by copyright or other intellectual property rights. The Client undertakes to not use these materials or their content for other purposes than the ones mentioned in this Terms and Conditions, without prior written notification of the Company and/or the copyright author.

11.5. The Client gives his express Terms and Conditions that his interchange orders regarding the Contracts to be executed outside the regulated market, outside an alternative trading system and outside of the fiat payments systems.

## 12. Client Possessions

12.1. We treat the cryptocurrency received from you or held by us on your behalf in accordance with the requirements of the Client Possessions Rules.

12.2. Interest. You, the client, acknowledge and confirm that no interest will be received on the cryptocurrency value of your account.

12.3. Unclaimed client possessions. You agree that we may cease to treat your possessions as client possessions if there has been no movement on your balance for three months. We shall write to you at your last known email address informing you of our intention of no longer treating your balance as client possessions and giving you 28 days to make a claim.

12.4. Liability and Indemnity. You agree that we shall not be liable for any default of any counterparty, custodian or other entity which holds possessions on your behalf or with or through whom transactions are conducted. The Company will not be liable for loss suffered by you in connection to your possessions held by us, unless such loss directly arises from our gross negligence, wilful default or fraud of our Company.

## 13. Margin Arrangements

13.1. Contingent liability. Where we effect or arrange a Transaction, you should note that, depending upon the nature of the Transaction, you may be liable to make further cryptocurrency deposits when the interchange orders fail to be completed or upon the earlier settlement or closing out of

your position. You may be required to make further variable cryptocurrency deposits by way of margin against the purchase quotation of the Contract, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of your trade will affect the amount of margin payment you will be required to make. We will monitor your margin requirements on a daily basis and we will inform you as soon as it is reasonably practicable of the amount of any margin payment required under this clause.

13.2. Margin call. You agree to pay us on demand such sums of cryptocurrency by way of margin as are required from time to time as we may in our discretion reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated Transactions under this Agreement.

13.3. Failure to meet margin calls. Please note that in the event that you fail to meet a margin call, we may immediately close out the position(s). The position(s) shall be closed out (and the margin released, using the Stop Out mechanism) when the Margin Level indicator on your trading account is equal or less with 30%.

13.4. Form of margin. Margin must be paid in cryptocurrency units acceptable by us, as requested from time to time by the Company. Crypto Margin paid to us is held as client possessions in accordance with the requirements of the Client Possessions Rules. Margin deposits shall be made only by peer to peer cryptocurrency transfer.

13.5. Set-off on default. If there is an Event of Default or this Terms and Conditions terminates, we shall set-off the balance of crypto margin owed by us to you against your obligations (as reasonably valued by us). The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount payable under Clause 20.7 (Set-off).

13.6. Further assurance. You agree to execute such further documents and to take such further steps as we may reasonably require to perfect our security interest over and obtain legal title to the Secured Obligations.

13.7. Negative pledge. You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the crypto margin transferred to us.

13.8. General lien. In addition, and without prejudice to any rights to which we may be entitled under this Terms and Conditions, we shall have a general lien on all cash held by us or our Associates or our nominees on your behalf until the satisfaction of the Secured Obligations.

#### 14. Exclusions, limitation and indemnity

14.1. Changes in the market. Interchange market orders are executed at the bid/ask quotations offered through us. Pending orders (stop loss, limit (take profit), entry limit (to buy or to sell), entry stop (to buy or to sell)) are executed at the then market price requested by you and offered through us, except stop orders (buy stop, sell stop, buy stop limit, sell stop limit, stop loss) which will be executed at the market price, if the market price triggers the pending order execution. We reserve the right, at our full discretion, not to execute the order, or to change the quoted price of the Transaction, or to offer you a new quote, in case of technical failure of the trading platform or in case of extraordinary or abnormal fluctuations of the price of the underlying instrument as offered in the market. In the event we offer you a new quote you have the right to either accept it or refuse it and thus cancel the execution of the Transaction.

14.2. Without limitation, we do not accept any liability by reason of any delay or change in market conditions before any particular interchange orders are effected.

## 15. Trading risk

15.1. The Client undertakes that he understands the terms and the risks specific to derivative products trading, including but not limited to, the fluctuation of prices or of success rate and profits. The Client states that he has the capacity to understand that past performances do not represent guarantees for future performances of Contracts.

## 16. Terms and Conditions liability

16.1. The parties of this Terms and Conditions cannot be held liable for the non-execution or wrongful execution, fully or partially, of any of Terms and Conditions duties, if the execution of such duty shall be stopped as result of an unpredictable and inevitable event, independent of the force majeure invoking party's control.

16.2. In order to be exempted of liability, the force majeure invoking party is forced to notify the other party in writing about this event, in 5 working days since the event took place, when conditions allow it, or since the event stopped, in case it blocked the notification and to act accordingly in order to stop the consequences.

16.3. The Company shall not be liable for any loss or damage suffered, directly / indirectly by the Client or any other person entity as a result of:

16.3.1. infringement by the Client of his Terms and Conditions duties;

16.3.2. access of e-trading system by a person unauthorized by the Company;

16.3.3. system failure, the interruption of communication network or problems caused by an event out of the Company's control, including as result of bad functioning of internet or mobile phone network service.

16.4. The Client is aware that the access time to his account or the response speed of e-trading platforms can vary due to a variety of factors, such as: Internet connection quality, trading volumes, market conditions, stock markets performance or number of instructions sent to the Company to be processed.

## 17. Notifications/communication/official business language

17.1. Notifications and communications between parties in relation to this Terms and Conditions shall be made in writing, in English language, at the addresses mentioned earlier in this Terms and Conditions or in the account opening application form or in any other notification regarding their subsequent modification, if not mentioned otherwise.

17.2. The Company adopts, recognises and follows only the English version of the Documents presented on the website. All the other translations, in any other language are optional. The Client can choose to consult any translated documents at his own wish and on his own risk.

17.3. In the event of any conflict between Ymer Exchange and a Client, based on the terms expressed in English versus the terms expressed in any other language, the terms expressed in English shall prevail over those expressed in any other language.

17.4. The official business language used between the Client and the Company is the English language. By accepting any other translated version of the Terms and Conditions or of any other Document, the Client agrees, acknowledges and understands that the English form of the Documents will prevail.

17.5. Written notifications/communications shall be considered valid

17.5.1. upon the reception of the email confirmation, in case of e-mail notifications, but not later than 24 hours since the email was sent, except the case when after the email was sent, it received an error message.

17.5.2. upon the date when the notification becomes public on the Company's website, in case of notifications made by an e-trading platform, administered by him.

17.5.3. Urgent communications can be made also by telephone, if later on confirmed in writing.

## 18. Termination

18.1. The Client can renounce unilaterally to these Terms and Conditions, on a period of 10 days since its conclusion, without any penalties and without justifying his/her decision. In case the Client terminates the Terms and Conditions unilaterally, he/she shall be forced to pay to the Company all the taxes and fees for the services provided until the date of receiving the written termination notification by the Company.

18.2 Except the case mentioned above, this Terms and Conditions terminates

18.2.1. by parties' agreement;

18.2.2. by unilateral termination of the Terms and Conditions, by any of the parties, based on a prior notification, sent to the opposing Party minimum 30 (thirty) days in advance;

18.2.3. in case the Company is prevented from supplying the services, as the ones which represent the scope of this Terms and Conditions , for more than 90 days;

18.2.4. the default of any of the parties or any other similar procedure resulting from the insolvency of one of the parties;

18.2.5. in case of Client's death or if he is declared incapable;

18.2.6. by rightful termination of this Terms and Conditions , by any of the parties, in case of failure to execute, fully or partially, any of the duties resulting from this Terms and Conditions , without delay or Court intervention (commission Terms and Conditions of IV degree), based on a simple termination notification addressed to the other party, minimum 30 (thirty) days before this date; the settlement of all problems during this period shall render the termination of this Terms and Conditions invalid.

19. Laws in force. Conflicts.

19.1. These Terms and Conditions are governed by the New Caledonia law.

19.2. Any conflict between parties in connection to the interpretation and/or execution of these Terms and Conditions shall be referred to Courts in charge with the Company, if not solved in a friendly manner. In order to solve the conflict in Court, both parties shall first meet in view of solving the conflict in a friendly manner, and they shall produce a report for this purpose

19.3. In case a clause from this Terms and Conditions is declared void, it shall be removed and shall not affect the validity of other Terms and Conditions clauses. The parties agree that, once the void clause is removed, it shall be replaced with another one, in accordance with this Terms and Conditions 's character, if this concerns an essential element of the Terms and Conditions.

19.4. Each of the parties irrevocably:



19.4.1. agrees for our benefit that the courts of New Caledonia shall have jurisdiction to settle any suit, action or other proceedings relating to this Terms and Conditions (“ Proceedings”) and irrevocably submits to the jurisdiction of such courts (provided that this shall not prevent us from bringing an action in the courts of any other jurisdiction); and

19.4.2. waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court and agrees not to claim that such Proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

19.5. You irrevocably waive to the fullest extent permitted by applicable law, with respect to yourself and your revenue and assets (irrespective of their use or intended use) all immunity on the grounds of sovereignty or other similar grounds from suit; jurisdiction of any courts; relief by way of injunction, order for specific performance or for recovery of property; attachment of assets (whether before or after judgment); and execution or enforcement of any judgment to which you or your revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agree that you will not claim any immunity in any Proceedings. You consent generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

19.6. If you are situated outside New Caledonia, the process by which any Proceedings in New Caledonia are begun may be served on you by being delivered to the address in New Caledonia nominated by you for this purpose. This does not affect our right to serve processes in another manner permitted by law.

## 20. Miscellaneous

20.1. Amendments. We have the right to amend the terms of the Agreement. If we make any material change to the Agreement, we will give at least ten (10) business days written notice to you. Such an amendment will become effective on the date specified in the notice. Unless otherwise agreed, an amendment will not affect any outstanding order or interchange order or any legal rights or obligations which may already have arisen

20.2. Notices. Unless otherwise agreed, all notices, instructions and other communications to be given by us under the Terms and Conditions shall be given to the address or fax number provided by you to us. Likewise, all notices, instructions and other communications to be given by you under this Terms and Conditions shall be given to us in writing at the email address below: Our Details Name: Ymer Exchange LLC. Address: 1 Rue Seguin, Nouméa 98800, New Caledonia. Email Address: [contact@ymer.exchange](mailto:contact@ymer.exchange) You will notify us of any change of your address for the receipt of notices, instructions and other communications immediately.

20.3. Electronic Communications. Subject to Applicable Regulations, any communication between us using electronic signatures and any communications via our website and/or Electronic Services shall be binding as if they were in writing. Orders or instructions given to you via e-mail or other electronic means will constitute evidence of the orders or instructions given. Your email/website acceptance of the Terms and Conditions expressed in this Terms and Conditions shall be binding as if they were in writing.

20.4. Third Party Rights. These Terms and Conditions shall be for the benefit of and binding upon us both and our respective successors and assigns. You shall not assign, charge or otherwise transfer or purport to

assign, charge or otherwise transfer your rights or obligations under this Terms and Conditions or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void. You agree that we may without further notice to you, transfer by whatever means we consider appropriate all or any of our rights, benefits, obligations, risks and/or interests under this Terms and Conditions to any person who may enter into a Terms and Conditions with us in connection with such transfer and you agree that we may transfer to such person all information which we hold about you.

20.5. Time of essence. Time shall be of the essence in respect of all obligations of yours under this Terms and Conditions (including any Transaction).

20.6. Rights and remedies. The rights and remedies provided under these Terms and Conditions are cumulative and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under this Terms and Conditions (including any Transaction) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

20.7. Set-off. Without prejudice to any other rights to which we may be entitled, we may at any time and without notice to you set off any amount (whether actual or contingent, present or future) owed by you against any amount (whether actual or contingent, present or future) owed by us to you. For these purposes, we may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

20.8. Partial invalidity. If, at any time, any provision of this Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Terms and Conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

## 21. Final provisions

21.1. The Client shall not be able to transfer, fully or partially, to another third party, his rights granted by this Terms and Conditions, without the prior written Terms and Conditions of the Company.

22.2. No transfer of any rights made by any of the parties shall be considered valid unless made in writing and personally signed by the parties or by their authorized representatives