TERMS AND CONDITIONS OF CRYPTO LENDING

1. CLIENT RELATIONSHIP

1.1 Purpose and scope

These Terms and Conditions of Crypto Lending (the Terms) govern the contractual relationship between the Client and Tesseract UK Access II Ltd (Tesseract) solely in respect of Clients accepted by Tesseract as institutional, professional, corporate, or otherwise non-retail clients. These Terms also apply, where relevant, to any representative, authorised signatory, administrator, user, or other person acting or purporting to act on behalf of the Client. In addition to these Terms, the following may apply to the relationship between the Client and Tesseract from time to time: (a) product-specific terms applicable to a particular product or service; (b) transaction confirmations, account notices, withdrawal notices, rate notices or similar operational notices; (c) the price list or fee schedule in force from time to time; and (d) any policy expressly incorporated into these Terms or the applicable product terms. In the event of any inconsistency, the following order of precedence shall apply: (a) mandatory applicable law; (b) the applicable product-specific terms; (c) the rate accepted by the Client on the Platform and recorded in Tesseract's books and records; (d) these Terms; and (e) any website content, platform display, FAQ, marketing communication or other informational material. Website content, platform displays, indicative dashboards, marketing materials and FAQs are provided for convenience only and do not amend or override the contractual terms unless expressly stated by Tesseract in writing.

These Terms do not apply to retail clients except where expressly incorporated by a separate Retail Annex or other retail-specific document issued by Tesseract.

Tesseract UK Access II Ltd is the sole contracting party under these Terms. Tesseract Earn Oy (Finnish company, Business ID 3478029-5), although part of the Tesseract group and involved in technology and operations, is not a party to these Terms and assumes no contractual liability to the Client unless expressly agreed otherwise in writing.

Tesseract UK Access II Ltd is not authorised as a crypto-asset service provider under Regulation (EU) 2023/1114 (MiCA) and is not authorised or regulated by the Finnish Financial Supervisory Authority or the UK Financial Conduct Authority in respect of the Product. The Product is a bilateral lending arrangement and is not a crypto-asset service within the meaning of MiCA; the Client does not benefit from the protections MiCA affords to clients of authorised crypto-asset service providers. Tesseract UK Access II Ltd is a separate legal entity from any Tesseract group company that holds a MiCA authorisation, and no such authorisation extends to the Product.

1.2 Definitions

Affiliate

Affiliate means, in relation to any person, any entity that directly or indirectly controls, is controlled by, or is under common control with that person.

Airdrop

Airdrop means any distribution of a new token or tokens resulting from the ownership, use, holding or protocol interaction involving a pre-existing token or blockchain network.

Applicable Law

Applicable Law means any law, statute, regulation, directive, rule, court order, judgment, regulatory requirement, sanctions regime or official guidance applicable to Tesseract, the Client, the Platform, the relevant product, or the relevant assets or transactions.

Assets

Assets means crypto assets and, solely for the purposes of fee settlement, set-off, conversion on realisation and payment mechanics (and not for funding the Crypto Earn Account or any title-transfer lending), fiat currency.

Business Day

Business Day means any day other than a Saturday, Sunday or other day on which commercial banks in Finland are authorised or required by law to remain closed.

Client

Client

Client means a legal person or other non-retail person approved by Tesseract to use the Product, and, solely where Tesseract has expressly accepted a person as a Retail Client under the Retail Annex, includes that Retail Client.

Crypto Asset

Crypto asset means a digital representation of a value or rights that may be transferred and/or stored electronically using distributed ledger technology or similar technology.

Crypto Earn Account

Crypto Earn Account means a contractual product interface through which a Client may transfer eligible crypto-assets to Tesseract on a title transfer basis and acquire a contractual repayment claim against Tesseract in accordance with the Product Terms and subject to clause 1.4.1.

Eligible Asset

Eligible Asset means a crypto asset that Tesseract designates from time to time as eligible for a particular product or service.

Hard Fork

Hard fork means any permanent divergence, protocol split, chain reorganisation or similar event affecting a blockchain network.

Identifying Information

Identifying Information means the electronic identification methods, credentials, devices, codes, access keys, login data and other authentication factors that Tesseract considers suitable to validate the identity and permit access to the Platform or online services.

Instruction

Instruction means a binding instruction relating to the Product or Platform, and does not imply that the Client acquires any investment, fund, unit, security, or pooled participation right.

Manifest Error

Manifest Error means any clerical, computational, display, reconciliation, pricing, system, coding, communication, blockchain interpretation or operational error which is obvious, material or objectively verifiable as an error.

No Participation Instrument

No Participation Instrument means any token, note, unit, share, participation interest, beneficial entitlement, or other instrument representing a direct or indirect interest in pooled assets, pooled returns, managed assets, or borrower exposures. For the avoidance of doubt, the Product does not issue, and shall not be interpreted as issuing, any No Participation Instrument.

Online services

Online services means all services made available by Tesseract primarily through electronic or telecommunications access to a system maintained by or on behalf of Tesseract.

Platform

Platform means the website, application, or other electronic or telecommunications system maintained by or on behalf of Tesseract through which Tesseract makes products or services available to the Client.

Product Terms

Product Terms means the product-specific terms applicable to a particular product or service, including the LENDING Product Terms set out in these Terms and any separate product-specific terms Tesseract may issue from time to time.

Sanctions

Sanctions means any economic, financial or trade sanctions law, embargo, restrictive measure or designated-person regime administered, enacted or enforced by the United Kingdom, the European Union, Finland, the United States or any other relevant authority.

Suspension Event

Suspension Event means any event or circumstance in which Tesseract reasonably considers it necessary or prudent to suspend, restrict, defer, reject, or condition access to any service, instruction, transfer, withdrawal, or account function, including for legal, regulatory, sanctions, fraud, operational, technical, security, prudential, or liquidity reasons.

Third-Party Service Provider

Third-Party Service Provider means any custodian, liquidity provider, borrower, exchange, wallet provider, infrastructure provider, banking partner, screening provider, technology provider, or other third party used by Tesseract in connection with any product or service.

Wallet

Wallet means a blockchain wallet, address or other technical destination capable of receiving or holding a relevant crypto asset.

1.3 General terms and conditions

1.3.1 Client's representative

The Client may appoint one or more representatives, contact persons, administrators or authorised signatories to act on its behalf in relation to the services. Such appointment, and any amendment or revocation thereof, must be notified to Tesseract in writing in a form acceptable to Tesseract. Until Tesseract has received and processed notice of a change to the Client's authority arrangements, Tesseract may continue to rely on the previous authority arrangements without liability. Tesseract may rely, without further enquiry, on: (a) any instruction, communication or action made using approved credentials or approved communication channels; (b) any person identified by the Client as an authorised representative; (c) any authority matrix, board resolution, power of attorney, corporate authorisation or onboarding documentation previously provided to Tesseract; and (d) any person who reasonably appears to have authority by reason of office, title, role, prior dealing or surrounding circumstances. Tesseract shall have no duty to investigate internal defects, limitations or irregularities in the Client's internal authorisation arrangements unless Tesseract has actual knowledge of them. The Client remains fully liable for all acts, omissions, instructions and communications of its representatives and users.

1.3.2 Client information

The Client shall provide Tesseract, in form and substance satisfactory to Tesseract, all information, records, documents, and evidence that Tesseract may reasonably request from time to time in connection with onboarding, KYC, AML, sanctions, fraud prevention, tax compliance, risk management, legal compliance, or the provision of any product or service.

This may include, without limitation: (a) identification and contact details; (b) constitutional and ownership documents; (c) source of funds and source of wealth information; (d) beneficial ownership and control information; (e) wallet ownership, blockchain provenance and transaction history information; (f) tax residence information, forms and certifications; (g) information relating to political exposure, sanctions or adverse media; (h) information relating to the Client's business activities, counterparties and intended use of services.

The Client shall notify Tesseract in writing without undue delay of any change to any information previously provided, including any change in identity, residence, registered office, ownership, control, legal capacity, authority, regulatory status, tax status, or other circumstance that may affect the relationship with Tesseract or the use of any product or service. Tesseract may update Client information using public registers, trusted third-party databases, service providers, and screening tools. Tesseract may rely on such sources unless it has actual knowledge that the relevant information is materially incorrect.

Tesseract may at any time require enhanced due diligence, request additional information, or suspend or restrict any service pending satisfactory receipt and review of requested information.

The Client represents and warrants that all information provided to Tesseract is true, accurate, complete, and not misleading.

Tesseract shall collect and store personal data in its information systems in compliance with legislation governing personal data and crypto asset providers. The privacy policy is available at tesseract.fi

1.3.3 Confidentiality

Each party shall treat as confidential all non-public information received from the other party in connection with the relationship, including commercial, technical, operational, financial, transactional and compliance-related information, except as permitted under these Terms.

Confidential information does not include information that: (a) is or becomes public other than through breach of these Terms; (b) was lawfully known to the receiving party before disclosure; (c) is independently developed without use of the disclosing party's confidential information; or (d) is lawfully obtained from a third party without confidentiality restriction.

Tesseract may disclose confidential information relating to the Client to: (a) its Affiliates; (b) directors, officers, employees and advisers; (c) custodians, banking partners, exchanges, liquidity providers, infrastructure providers and other Third-Party Service Providers; (d) auditors, insurers, funders, actual or prospective assignees or transferees; (e) regulators, courts, tax authorities, law enforcement agencies and other competent authorities; and (f) any other person where disclosure is reasonably required for the provision of services, compliance with Applicable Law, protection of rights, or enforcement of these Terms. The confidentiality obligations in this clause survive termination for five (5) years, save that trade secrets and information subject to continuing legal confidentiality obligations shall remain protected for so long as such information remains confidential.

1.3.4 Fees and charges

The Client shall pay all fees, charges, commissions, spreads, costs, expenses, taxes and other amounts payable in connection with the products and services in accordance with the rate accepted on the Platform (in the case of the commercial return) and the applicable price list or fee schedule (in the case of other charges).

Tesseract charges no separate fees for the services; its compensation consists solely of the margin embedded within the fixed rate quoted to and accepted by the Client. The Client shall bear the network and gas costs of transferring assets to Tesseract, and Tesseract shall bear the network and gas costs of transferring assets back to the Client. The Client remains responsible for any tax withholdings and duties for which it is the primary obligor by law, and for banking charges incurred on transfers it initiates. All other third-party costs are borne by Tesseract.

Tesseract may debit, deduct, withhold, net or set off any fees, charges or other amounts due from any assets, balances or amounts held for, payable to, or otherwise attributable to the Client. If a fee or charge is not specified, Tesseract may charge the reasonable costs and expenses incurred by it in connection with the relevant service, action, recovery effort, investigation or compliance step.

Overdue amounts shall accrue interest at the maximum rate permitted by applicable law and the Client shall reimburse Tesseract for all reasonable collection and enforcement costs.

1.3.5 Client's objections

The Client shall examine promptly all statements, reports, notices, transaction records, account data, confirmations and other communications made available by Tesseract. Any objection, claim or allegation of error must be notified to Tesseract in writing without undue delay and, in any event, no later than thirty (30) days after the relevant event, statement, communication or record first became available to the Client, unless a shorter period applies under specific product terms or mandatory law.

If the Client does not notify Tesseract within the relevant period, the relevant record, action, statement, instruction handling or communication shall be deemed approved and accepted by the Client, save in the case of fraud by Tesseract or Manifest Error. Tesseract's books, records, logs, wallet records, communications records and system timestamps shall constitute prima facie evidence of the matters recorded therein, absent Manifest Error.

1.3.6 Right of retention

Tesseract shall have a right of retention, set-off and security interest to the fullest extent permitted by law over any assets, balances, claims or rights of the Client held by or through Tesseract or otherwise payable by Tesseract to the Client, as security for any present, future, actual, contingent or prospective obligations of the Client to Tesseract.

If the Client fails to pay any amount due, breaches these Terms, becomes subject to legal process, insolvency risk, sanctions concern or other Suspension Event, Tesseract may, without prior notice where legally permissible: (a) retain assets; (b) combine or consolidate accounts; (c) set off mutual obligations; (d) convert assets into another asset or fiat currency at a commercially reasonable rate; and (e) sell, realise or otherwise dispose of relevant assets in such manner as Tesseract reasonably considers appropriate.

Proceeds may be applied by Tesseract in any order it considers appropriate towards liabilities, costs, losses, taxes, expenses, interest and indemnity claims. Any remaining balance shall be returned to the Client after satisfaction of all relevant obligations.

1.3.7 Electronic communication

The Client agrees that Tesseract may communicate with the Client by electronic means, including email, dashboard notice, in-platform notification, API message, support system, recorded call or other electronic channel approved by Tesseract. The Client acknowledges the risks inherent in electronic communication, including transmission failures, delays, unauthorised interception, alteration, spoofing and malware, and accepts such risks except to the extent caused by Tesseract's fraud or wilful misconduct. Tesseract may rely on the authenticity, validity and authority of communications appearing to originate from the Client through approved channels. Tesseract may record calls, support interactions and electronic communications for compliance, evidentiary, security and quality-control purposes.

1.3.8 Reporting and notifications

Tesseract shall make available such statements, records, reports and notices as it considers appropriate or as may be required by Applicable Law, the applicable product terms or separate agreement. Any balance, dashboard view, APY display, transaction history, yield display, or similar information shown on the Platform is indicative and informational unless and until reflected in Tesseract's official books and records. Tesseract may correct clerical, computational, operational or system errors, including by restating balances, reversals, accruals, account history, yield entries or transaction records. Reports and notices may be delivered by platform availability, website publication, email or other electronic means. Unless mandatory law requires otherwise: (a) a platform notice is deemed received when made available; (b) an email is deemed received on sending; and (c) a postal notice is deemed received within seven (7) days if sent to Finland and within fourteen (14) days if sent abroad.

1.3.9 Restrictions regarding certain countries

The Client represents, warrants and undertakes on a continuing basis that: (a) it is not a person or entity subject to Sanctions; (b) it is not owned or controlled by, or acting directly or indirectly on behalf of, any person or entity subject to Sanctions; (c) it will not use any service or product in a manner that would cause Tesseract or any Affiliate or Third-Party Service Provider to breach Applicable Law or Sanctions; (d) it will not use VPNs, proxies, technical circumvention measures or other means to bypass geographic or eligibility restrictions; and (e) it is located, resident, established or organised only in jurisdictions in which Tesseract permits the relevant service.

Tesseract may at any time designate or amend restricted or prohibited jurisdictions, assets, counterparties, chains or user categories. If Tesseract reasonably believes that the Client has become ineligible or presents sanctions, regulatory, fraud or legal risk, Tesseract may suspend, restrict, reject, unwind, terminate or report the relationship or any activity without liability, save to the extent prohibited by mandatory law.

1.4 Liability of the parties

1.4.1 Tesseract's liability in the event of loss of the Client's assets

Tesseract does not provide custody or administration of crypto-assets under these Terms. All Eligible Assets transferred to the Crypto Earn Account pass to Tesseract on a title-transfer basis immediately upon crediting. The Client's rights in respect of the transferred assets are purely contractual repayment rights against Tesseract, as set out in these Terms and the applicable Product Terms, and the Client has no proprietary, custodial or trust-based claim to the transferred assets. Any custody services provided by a Tesseract group entity are provided separately, under separate terms, by an entity authorised for that purpose, and fall outside these Terms.

Because the Client's entitlement is an unsecured contractual repayment claim against Tesseract and not a custodial or proprietary claim, the Client bears the risk of credit losses affecting repayment of the transferred assets, including losses arising from Tesseract's deployment of the assets or the default of Tesseract's borrowers or counterparties. If such a loss occurs, Tesseract will use reasonable endeavours to recover the affected assets or their value, but is not obliged to replace, restore, make good or otherwise compensate the Client for any assets or value that cannot be recovered, except to the extent expressly agreed in writing or required by applicable law. Tesseract's repayment obligation is reduced accordingly. For the avoidance of doubt, the Client bears one hundred per cent (100%) of the credit losses arising from Tesseract's deployment of the transferred assets, including the full amount of any borrower or counterparty default. Tesseract does not guarantee, insure, underwrite or provide any capital protection in respect of repayment, and the Client's repayment claim against Tesseract is reduced, on a one-for-one basis, by the amount of any such loss that Tesseract does not recover.

If Tesseract compensates or pays the Client in respect of any lost assets that are subsequently recovered, title to those recovered assets, and the proceeds of them, shall vest in Tesseract to the extent of that compensation or payment.

Following a borrower, counterparty or custodian default or a Force Majeure Event affecting the transferred assets, Tesseract may suspend or defer repayment of the affected assets for so long as it is pursuing recovery or resolution, without that suspension or deferral constituting a breach or default. Any amount ultimately unrecovered is dealt with under this clause 1.4.1, and Tesseract's repayment obligation is reduced accordingly.

1.4.2 Client's liability in the event of breach of agreement

The Client shall be liable to Tesseract for all losses, liabilities, claims, costs and expenses arising from: (a) the Client's breach of these Terms or any applicable product terms; (b) any inaccuracy in the Client's representations, warranties or information; (c) any unlawful, fraudulent, negligent or unauthorised act or omission of the Client or any person using the Client's credentials or acting on its behalf; (d) any sanctions, AML, tax or legal compliance failure attributable to the Client; and (e) any third-party claim connected with the Client's assets, instructions, authority arrangements or use of the services.

1.4.3 Limitation of liability

Neither party shall be liable to the other for any indirect, incidental, special, consequential, exemplary or punitive loss or damage.

Without limitation, Tesseract shall not be liable for loss of profit, loss of opportunity, loss of anticipated yield, loss of business, loss of reputation, market value decline, depletion in asset value, loss arising from forks, airdrops, chain events, custodian failures, exchange failures, third-party defaults, legal restrictions, sanctions actions, or technological failures beyond Tesseract's reasonable control, except to the extent expressly assumed by Tesseract in writing.

Tesseract shall not be liable for loss arising from: (a) inaccurate, incomplete or misleading information provided by the Client or third parties; (b) any act or omission of a Third-Party Service Provider, blockchain network, wallet provider, exchange, bank, custodian or authority, save to the extent expressly required by mandatory law; (c) any delay, restriction, rejection or suspension reasonably imposed by Tesseract pursuant to these Terms; or (d) any Manifest Error or correction thereof, provided Tesseract acts reasonably in rectifying the matter.

Nothing in these Terms excludes or limits liability for fraud, fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited.

Subject to the foregoing, Tesseract's aggregate liability to the Client in relation to any claim or series of connected claims shall not exceed the lesser of: - (a) the actual value of the affected transaction or amount improperly credited or debited; and - (b) the amount held by Tesseract as a direct contractual liability in respect of the relevant product at the time the claim arose.

1.4.4 No Advice; No Investment Service Characterisation

The Client acknowledges that digital assets and related products involve significant commercial, legal, tax, operational, technological, and credit risk.

The Client is solely responsible for its own treasury, lending, balance-sheet, liquidity and risk-management decisions in relation to the Product.

Unless expressly agreed otherwise in writing, Tesseract does not act as adviser, fiduciary, agent, discretionary manager, or custodian in relation to title-transferred Assets, and does not owe any suitability, appropriateness, best-execution, or portfolio-management duty to the Client.

The Product does not constitute portfolio management, investment advice, investment research, collective asset management, participation in an alternative investment fund, participation in a collective investment undertaking, or any equivalent regulated investment service for or on behalf of the Client.

No communication, display, rate indication, marketing material, or interaction with Tesseract constitutes investment advice, legal advice, tax advice, or a recommendation to enter into any transaction.

1.4.5 Force Majeure

Neither party shall be liable for failure or delay in performance to the extent caused by a Force Majeure Event. A Force Majeure Event means any event beyond the reasonable control of the affected party that prevents, delays, or materially impairs performance, including electricity failures, telecommunications failures, cyber incidents, information systems failures, acts of government, war, terrorism, civil unrest, natural disaster, epidemic or pandemic, industrial action, or disruption of financial infrastructure.

In the context of digital assets, Force Majeure Event also includes blockchain congestion, chain instability, chain reorganisation, Hard Fork, Airdrop, validator failure, bridge exploit, oracle failure, depegging event, exchange halt, custodian outage, market-wide liquidity failure, or failure of travel-rule or screening infrastructure.

During a Force Majeure Event, Tesseract may suspend, defer, batch, reject, reroute, or otherwise manage activity in a manner it reasonably considers appropriate.

1.4.6 AML, Due Diligence, and Suspicious Activity

The Client represents that the assets and transactions relating to its use of Tesseract's products and services do not involve unlawful conduct, money laundering, terrorist financing, sanctions evasion, market abuse or other criminal activity. If Tesseract reasonably considers that a transaction, account, asset, behaviour pattern or instruction is unusual, suspicious, unlawful, sanction-sensitive, inconsistent with the Client's profile, or otherwise gives rise to compliance or risk concerns, Tesseract may, without prior notice where legally or operationally appropriate: (a) request further information or explanation; (b) impose enhanced due diligence; (c) suspend, defer, reject or limit the relevant activity; (d) freeze or restrict the relevant account or function; (e) report the matter to the relevant competent authority, including where applicable the UK National Crime Agency (pursuant to the Proceeds of Crime Act 2002) or the Finnish Financial Intelligence Unit; and (f) share relevant information with Affiliates and Third-Party Service Providers as reasonably necessary. Tesseract shall not be liable for any loss arising from any such action taken in good faith and in accordance with Applicable Law or reasonable compliance practice. In exceptional circumstances, however, the transaction may be executed, after which the matter shall be immediately reported to the relevant competent authority, including where applicable the UK National Crime Agency or the Finnish Financial Intelligence Unit, or any other authority specified by law. The Financial Intelligence Unit or another authority may issue an order to refrain from executing the transaction for a maximum period specified in regulations at any given time, if the authority considers this necessary to be able to carry out preliminary investigations.

1.5 Amendment, termination and assignment of these Terms

1.5.1 Tesseract's right to refuse service

Tesseract shall have the right to refuse, suspend, restrict, defer, condition or terminate any service, product, instruction, transfer, withdrawal, onboarding step, account feature or platform access where it reasonably considers this necessary or appropriate for legal, regulatory, sanctions, fraud, security, operational, liquidity, prudential or reputational reasons, or where the Client fails to meet Tesseract's onboarding, KYC, AML, tax, risk, or eligibility requirements.

1.5.2 Amendment of these Terms and price lists

Tesseract shall have the right to unilaterally amend these Terms and any agreements and other terms and conditions, fees and price lists regarding products and services. Tesseract may further be obliged to amend the Terms due to applicable regulations or official decisions. Tesseract shall have the right to communicate any changes to the Terms and the price list and to deliver other customer information by making them available to Clients on its website or in the online service. Any amendments shall enter into force at the start of the calendar month that begins one (1) month after the Client has been informed thereof as specified in section 1.3 of these Terms. If the Client does not accept an amendment, the Client shall have the right to terminate the agreement in accordance with its terms and conditions by giving Tesseract notice thereof no less than two (2) weeks before the amendment's entry into force. Termination shall become effective on the day on which the amendment would have entered into force. Should the Client object to the amendment without terminating the agreement, Tesseract shall have the right to terminate the agreement as of the date on which the amendment would have entered into force.

1.5.3 Termination and rescission of the agreement

The Client shall have the right to terminate the agreement five (5) days after Tesseract has received notice of termination. Tesseract shall have the right to terminate the client relationship thirty (30) days after Tesseract has sent notice of termination.

Any notice of termination shall be made in writing as referred to in section 1.3. If the Client has not used Tesseract's services for one (1) year and the Client has left no assets in Tesseract, Tesseract may deem these Terms and any specific product or service agreements to have been terminated without further notice.

The parties shall be entitled to rescind any agreement in place between them without prior notice, if the other party:

1. has materially failed to fulfil its obligations under these Terms or an agreement or has otherwise materially breached these Terms or those of an agreement.

2. is placed in restructuring or liquidation proceedings or declared bankrupt, or there is otherwise a justified reason to assume that the party has become insolvent.

Following termination or rescission, Tesseract shall have the right to cancel any orders placed but not executed prior to termination or rescission, if technically possible. Any pending funding or withdrawal instructions accepted before termination shall be completed in accordance with these Terms.

After the period of notice of termination and/or rescission, Tesseract shall hand over any assets of the Client in its possession to the Client as soon as possible but no later than seven (7) days after the settlement of each order, provided that the

Client has made all payments due and fulfiled any other obligations to Tesseract in accordance with the agreements in place between the Client and Tesseract. If Tesseract has not been informed where to transfer the assets in its possession, despite inquiries, Tesseract shall have the right to sell the crypto assets in its custody. Tesseract shall sell the crypto assets, where possible at prevailing market prices through a reputable third-party exchange or liquidity provider, no earlier than thirty (30) days after having notified the Client in writing of the Client's obligation to inform Tesseract of where to transfer the assets after the expiry or in conjunction with the termination of the agreement. The time period shall be considered to start running as specified in section 1.3. Tesseract shall pay the assets accumulated in the sale to the contra account designated by the Client after first deducting the expenses and receivables incurred by Tesseract from the sale and any other payments due to Tesseract.

Following rescission and/or termination, Tesseract shall have the right to restrict the Client's ability to place Orders and perform other transactions with Tesseract. If it becomes apparent upon termination of the relationship between the Client and Tesseract that the Client has failed to pay in full Tesseract's fees, any costs or expenses arising from the Client's actions, or any related taxes, damages or any other charges, the Client shall undertake to settle these to Tesseract immediately upon request.

1.5.4 Assignment of the agreement

This agreement shall be binding on the parties and their statutory successors. The Client shall not be entitled to assign any agreements signed with Tesseract, nor the rights or obligations under such agreements, to a third party without Tesseract's consent.

Tesseract may, however, assign either all or some of its obligations pursuant to these Terms and to any agreements signed with the Client to a third party without the Client's consent.

1.5.5 Processing of personal and customer data

Tesseract processes personal data and client data as controller where it provides products or services, administers the relationship, complies with Applicable Law, protects its legitimate interests, or otherwise performs the contract. The Client acknowledges and agrees that Tesseract may use Client data, wallet data, transaction data, behavioural data, device data and support data: (a) to provide and administer services; (b) to perform screening, surveillance, fraud detection and risk management; (c) to comply with legal, regulatory and tax obligations; (d) to improve products, services and internal models; (e) to conduct analytics, service optimisation and business intelligence; and (f) to create aggregated or anonymised datasets for operational and commercial purposes.

Tesseract may share such data with Affiliates, custodians, banking partners, compliance vendors, liquidity providers, infrastructure providers, advisers, auditors and competent authorities where reasonably necessary.

1.6 Other terms and conditions

1.6.1 Settlement of disputes and applicable law

Any disputes arising from these terms and conditions and any other agreements between the parties shall be resolved by the Helsinki District Court.

To the extent that these terms and conditions contain references to applicable law, the provisions in force at any given time shall apply. The client relationship, including any agreements and these Terms, shall be governed by the laws of Finland excluding any provisions of private international law therein on the choice of law. Nothing in these terms limits or excludes any mandatory provisions of the law of the Client's jurisdiction that cannot be derogated from by agreement.

1.6.2 Conflicting provisions

If these Terms conflict with any other terms and conditions applicable to the relationship between the parties, the law shall prevail, followed by the provisions adopted by virtue of the law, applicable official regulations.

In the event of conflict between these Terms and any other specific terms and conditions concerning products or services in place between the Client and Tesseract, the latter shall prevail.

In the event of conflict between the different language versions of the Terms or those of the terms and conditions of specific products and services, the English-language terms and conditions shall prevail.

1.6.3 Tesseract's contact information

Tesseract UK Access II Ltd

Company number: 14113838

7a Abbey Business Park

Monks Walk

Farnham

Surrey

GU9 8HT

c/o

Tesseract Earn Oy

Business ID: 3478029-5

Fredrikinkatu 47,

00100 Helsinki

info@tesseract.fi tesseract.fi

1.7 Content of services

Tesseract shall determine the services provided online at any given time. Tesseract shall have the right to make changes to the range, functionality and content of services. The range of services may vary depending on the services offered to each Client, the type of device used, the user's authorisations and the information provided to Tesseract by the user. Services are subject to service charges and fees in accordance with the price list or as determined in service-specific agreements.

1.8 Identifying Information and responsibility for its use

In its online services, Tesseract shall indicate the electronic identification methods that Tesseract considers suitable to reliably validate the identity of Clients using the services and to allow access to its online services. The electronic identification methods approved by Tesseract may also be produced and administered by another identification service provider. The elements used in the identification method, such as the identifier, password, confirmation code, additional confirmation message and registered mobile application, constitute the Identifying Information referred to in these terms and conditions.

When using an identification service of a provider the Client shall be responsible for its use and the Identifying Information in accordance with the terms and conditions of the service in question.

For Corporate Clients, the Identifying Information shall be made available to the contact person designated by the Client. The Client shall be responsible for ensuring that the Identifying Information is used on behalf of the organisation by a person authorised to place Orders and perform other transactions that are binding on the Client. Tesseract shall be able to trust that the Client's Identifying Information is used by a person authorised to access all aspects of online services, unless otherwise indicated by or agreed with the Client.

To access online services, the Client shall be identified by providing the Identifying Information when logging in to the service. Following identification to the online service, the Client can place orders or perform other transactions that are binding on the Client.

The Client shall be responsible for ensuring that the Identifying Information is valid or for any situation where access to online services may be denied due to blocking or expiry of such information. Tesseract shall not be responsible for ensuring access to online services to the extent that it is limited or prevented due to disruption in an identification service offered by another provider.

1.9 Liability for unauthorised use of Identifying Information

The Client shall be responsible for any orders and other transactions made using the Client's Identifying Information. The Client shall undertake to store its Identifying Information carefully and ensure that it is not accessible by a third party. The Client shall notify the provider of the Identifying Information of any loss or suspected abuse of the Identifying Information in accordance with the terms and conditions of the agreement regarding the Identifying Information.

Tesseract shall have the right to trust the transactions performed using the Identifying Information in question until the provider of the Identifying Information has blocked its use.

1.10 Access times of services

Tesseract does not guarantee that the online services will be available for use without interruption. Tesseract may restrict the access time of online services by providing notice thereof in the online service, on its website or by any other means deemed appropriate. Tesseract shall strive to give notice well in advance but cannot guarantee that the information will have reached the Client before access to services is interrupted.

Online services may have particular priority access times. Notice of particular access times shall be provided in the online services. Orders placed or transactions made in online services shall be made within the applicable time limits. Unless otherwise agreed, Tesseract's responsibility to process an order or transaction shall begin no sooner than when it is received or approved in Tesseract's system. Tesseract shall reserve a reasonable processing time to execute services. Tesseract does not guarantee that orders or transactions are processed in real time.

1.11 Communications via online services

Tesseract may receive the Client's messages via the message channel available in online services. Tesseract shall handle the messages within a reasonable time after arrival and within its current opening hours.

1.12 Hardware, software and telecommunication connections

The Client shall acquire at the Client's sole expense the hardware, software, telephone lines and other relevant telecommunication connections required for the use of online services and shall bear all related operating and maintenance costs.

The Client shall be responsible for the functioning of the Client's own hardware and software, as well as for the functionality of the telecommunication connections and telecommunication services between the Client and Tesseract.

Both the Client and Tesseract shall ensure that data security is appropriately addressed in their respective information systems.

Tesseract shall have the right to prevent the usage of an online service if it determines that the hardware, software or telecommunication connections used by the Client or the Client's way of using these endanger the online service or the security or performance of Tesseract's other operations.

Tesseract does not guarantee that it will maintain its service systems so as to ensure that its online services can be accessed with the Client's hardware, software, or telecommunications links. Tesseract shall not be liable for compensation if an online service is unavailable or out of order. Tesseract shall not be liable for the content of any materials published through its online services, for the validity of information, or for any possible errors or delays occurring therein. Where Tesseract provides information received from a third party in its services, Tesseract shall forward such information to its Clients in the format in which it was received and shall not be liable for any incomplete or incorrect information.

The Client shall be solely responsible for ensuring that all electronic orders, other transactions and notices sent to Tesseract are delivered.

1.13 Intellectual property rights and use of information

Any intellectual property rights related to the online services belong to Tesseract. All copyrights and trademark rights are reserved.

The Client shall undertake not to publish, reproduce or redistribute any part of the information contained in the electronic online services by electronic or any other means of communication without Tesseract's prior written consent. Where necessary, the Client shall be obliged to provide Tesseract or its external information provider with a reliable account of the way information was used.

Should the Client receive information from the services that the Client should not be allowed to access, the Client shall undertake not to disclose or turn over such information to a third party by any means.

1.14 Termination of the use of the online service

The right to use online services shall prevail for the duration of the client relationship.

Tesseract shall have the right to terminate the use of the online services immediately if the Client materially violates these Terms, or the instructions or regulations regarding the use of the online service.

1.15 Target country

Tesseract provides the online services in accordance with Finland's national laws and regulations. The online services shall be considered to have been provided in Finland, regardless of the country from which the services are accessed.

LENDING PRODUCT TERMS

1.16 Opening a Crypto Earn Account

Crypto Earn Accounts shall be opened via the Platform.

Crypto Earn Account shall be available for

- legal entities having a registered office in a jurisdiction where Tesseract offers a Crypto Earn Account

A Crypto Earn Account may be opened only by Clients that satisfy Tesseract's onboarding, eligibility, KYC, AML, sanctions, tax, institutional-client, and jurisdictional requirements.

Tesseract may reject any application in its sole discretion and is not obliged to provide reasons, except to the extent required by law.

Crypto Earn Accounts are not available for Clients residing in Afghanistan, Belarus, Burma, Burundi, Central African Republic, China, Crimea (region), Cuba, Democratic Republic of the Congo, Iran, Iraq, Lebanon, Libya, Mali, Nicaragua, Non-government-controlled areas of the Donetsk and Luhansk oblasts of Ukraine (regions), North Korea, Russia, Somalia, Sudan, South Sudan, Syria, United States of America, Venezuela, Yemen or Zimbabwe. The above-mentioned listing is not exhaustive; Tesseract therefore reserves the right to update the list of prohibited jurisdictions. Tesseract shall have the right to reject applications to open a Crypto Earn Account in Tesseract's sole and absolute discretion.

Tesseract may designate, amend, or withdraw eligible jurisdictions, user categories, and product availability at any time.

1.17 Funding the Crypto Earn Account

The Client may fund the Crypto Earn Account only by transferring Eligible Assets through supported blockchain networks and, where required, to supported wallets or designated deposit routes.

A transfer is not deemed received, settled, or credited until it satisfies all criteria designated by Tesseract for the relevant Asset, network, and operational route, including required confirmations and screening checks.

If the Client transfers unsupported Assets, uses an unsupported network, wrong address format, wrong tag, wrong memo, incompatible route, or otherwise fails to follow Tesseract's instructions, Tesseract has no obligation to recover or credit the transfer. Any recovery effort is discretionary, may be delayed, may be technically impossible, and may be subject to fees and expenses.

Tesseract may impose or amend minimum deposits or minimum balances prospectively by notice, or immediately where required for legal, risk, or operational reasons.

For the avoidance of doubt, the Crypto Earn Account may not be funded with fiat currency, and Tesseract does not accept fiat currency on a title transfer or repayable basis under these Terms.

1.18 Yield Determination

The commercial return payable under the Product is the rate displayed and reported to the Client on the Tesseract Platform for the relevant day (the applicable APY), and the same rate applies to all of the Client's deposits under the Product, whether made before or after that day. No term sheet, confirmation, or other separate written commercial documentation is required for the rate to apply, and none shall be issued.

The Product does not entitle the Client to any percentage share of revenues, profits, spreads, lending income, or other performance generated by Tesseract from its deployment of transferred Assets. The Product operates on a fixed-fee or fixed-rate basis and not as a revenue-share arrangement. The rate is a set rate determined by Tesseract (not a share of performance) and may be adjusted by Tesseract over time as described below; repayment of the transferred assets is not guaranteed and is subject to the credit-loss risk described in clause 1.4.1, so the Client's capital is at risk.

Tesseract may adjust the rate up or down at any time, at its sole discretion, to reflect prevailing market conditions. Any adjusted rate is displayed and reported on the Platform and applies to all of the Client's deposits under the Product from the day it takes effect, whether those deposits were made before or after the adjustment. Return accrues daily at the rate displayed and reported on the Platform for each day. Any return payable to the Client constitutes a contractual payment obligation of Tesseract only and does not entitle the Client to any share of the revenues, profits, spreads or gains Tesseract generates from its deployment of transferred Assets. Save for the credit-loss risk described in clause 1.4.1 (under which repayment may be reduced by unrecovered losses), the return does not represent participation by the Client in the performance of any pooled portfolio, managed asset strategy, borrower book or deployment activity conducted by Tesseract.

Any rate, fee, or return shown in marketing materials or in preliminary commercial discussions is indicative only and does not bind Tesseract. The rate that applies on any day is the rate displayed and reported on the Platform for that day, as recorded in Tesseract's books and records, which shall, absent Manifest Error, be conclusive evidence of the rate applicable to that transaction.

References to rate displays, benchmarks, indicative yields, or comparative metrics are for informational purposes only and do not imply that the Product is a deposit, payment account, managed investment, regulated financial instrument, or revenue-share participation in Tesseract's underlying business activities.

1.19 Payment of Yield

Return shall accrue in the manner specified in the applicable Product Terms.

No credited amount shall create any proprietary, trust, or segregated entitlement of the Client in any Asset or pool. The Client's entitlement remains a contractual claim against Tesseract only.

Tesseract may reverse, adjust, or restate yield accruals or credits in the event of Manifest Error, pricing error, reconciliation error, third-party default, reversal event, legal restriction, or product change.

1.20 Withdrawals

The Client may request complete or partial repayment under the Product through the Platform, subject to these Terms, the applicable Product Terms, Tesseract's operational requirements, and any Suspension Event.

Tesseract aims to process a valid repayment request within three (3) Business Days of receipt as its target service level. In exceptional circumstances, processing may take up to seven (7) Business Days. Tesseract may require identity verification, source-of-funds confirmation, sanctions review, fraud checks, legal review, network verification, or additional documentation before processing a repayment request.

Any amount contractually payable by Tesseract following a valid repayment request shall be determined in accordance with the applicable Product Terms and Tesseract's official books and records and may be satisfied by transfer to the Wallet or other destination approved or designated by Tesseract for the relevant Asset.

Tesseract may delay, batch, limit, partially process, reject, or suspend repayment requests where reasonably necessary for legal, regulatory, sanctions, fraud, operational, technical, security, liquidity, prudential, or market reasons, including where any Third-Party Service Provider, blockchain network, or transfer route is unavailable, impaired, or considered unsafe.

Any fees, limits, cut-off times, settlement conditions, or operational requirements applicable to repayment requests shall be set out in the applicable Product Terms, fee schedule, or other commercial documentation and may be amended from time to time in accordance with these Terms.

Suspension does not extinguish or reduce the Client's contractual repayment claim, which remains outstanding and shall be performed as soon as reasonably practicable after the suspension ends.

Tesseract shall not be liable for any delay, restriction, or inability to process a repayment request where such action is permitted under these Terms or required by circumstances outside its reasonable control.

1.21 Taxes

The Client is solely responsible for determining and satisfying its own tax obligations arising from use of the Crypto Earn Account.

Tesseract may make any withholding, reporting, or filing required by Applicable Law and may require tax forms, residence information, and other supporting documentation from the Client.

Unless expressly agreed otherwise, all payments by Tesseract are made without gross-up for taxes.

1.22 Ownership and use of the assets

The Client acknowledges and agrees that, upon transfer of any Eligible Asset to the Crypto Earn Account, such Asset is lent by the Client to Tesseract and full legal and beneficial ownership of such Asset passes to Tesseract on a title transfer basis.

The Client's claim in respect of such transfer is solely a contractual claim against Tesseract in accordance with these Terms. The Client has no proprietary, custodial, trust, segregation, security, tracing, beneficial, or similar interest in any specific Asset transferred to Tesseract under the Crypto Earn Account.

The transfer is made on an unsecured basis: the Client's repayment claim against Tesseract is unsecured and, as set out in clause 1.4.1, subject to reduction for any credit losses that Tesseract does not recover, and no collateral, guarantee or preferential ranking is provided. No guarantee is given that Tesseract will be able to repay the transferred Assets or any associated yield.

The Client does not acquire any share, unit, participation interest, tokenised claim, beneficial entitlement, or look-through right in any pooled Assets, managed Assets, omnibus wallets, borrower exposures, revenues, or returns generated by Tesseract.

Tesseract may, in its own name and without further notice, hold, pool, batch, net, commingle, transfer, lend, deploy, rehypothecate, pledge, or otherwise use such Assets, directly or indirectly, including through Third-Party Service Providers, and without retaining a like amount of cryptocurrency in its possession or control.

Such use does not create any collective investment, co-ownership, pooled participation, fiduciary relationship, or regulated investment service in favour of the Client.

The Client acknowledges that Assets may be transferred to Third-Party Service Providers, including through omnibus structures, and that such onward transfers may also be made on a non-secured and non-recourse basis.

The Client represents and warrants at all relevant times that:

(a) it owns or is fully authorised to transfer the relevant Assets;

(b) the Assets are free and clear of liens, claims, and encumbrances except as disclosed and accepted by Tesseract;

(c) it is authorised to enter into the relevant transactions; and

(d) all transactions are for its own account unless expressly agreed otherwise in writing.

Any compensation, spread, revenue, rebate, return, or economic benefit derived from Tesseract's use of transferred Assets shall belong exclusively to Tesseract. The Client shall have no look-through entitlement to any borrower-level, pool-level, or strategy-level economics.

1.23 No Pool Shares or Tokenised Claims

Tesseract shall not issue to the Client under the Product any token, certificate, unit, note, or other instrument representing or evidencing a direct or indirect share of pooled Assets, pooled returns, or borrower-level economic performance, unless such instrument is issued under a separate regulatorycompliant documentation framework expressly stated not to be governed by these Terms.

1.24 Hard Forks and Airdrops

In the event of a Hard Fork, Airdrop, or similar protocol event, Tesseract may determine in its sole discretion whether to support, ignore, realise, distribute, retain, liquidate, or abandon any resulting token, entitlement, or value.

The Client has no automatic right or entitlement to any token, Asset, proceeds, value, or other benefit arising from any Hard Fork, Airdrop, or similar event unless and only to the extent expressly provided by Tesseract under the applicable policy, Product Terms, or other written notice.

Tesseract shall have no liability or obligation to the Client if a Hard Fork, Airdrop, or similar event is not supported, is supported only partially, or is addressed in a manner determined by Tesseract in accordance with its applicable policy or operational judgment.

1.25 Product Risk Disclosure

The Client acknowledges that the Product is not a deposit, not a payment account, and not protected by any investor compensation scheme, deposit guarantee scheme, or similar arrangement. Crypto Earn Account is not a checking or savings account, and it is not covered by deposit guarantee or similar schemes, such as the Financial Services Compensation Scheme of the United Kingdom and Investor Compensation Schemes in accordance with directive 97/9/EC of the European Parliament and of the council, providing protection for potential losses. The Product exposes the Client to Tesseract's credit and counterparty risk and, indirectly, to operational, liquidity, borrower, and Third-Party Service Provider risk arising from Tesseract's business model.

The Client further acknowledges that any yield payable under the Product is a contractual payment obligation of Tesseract and not a direct entitlement to gains, appreciation, or performance of any underlying pool, portfolio, or borrower arrangement.

The Client understands that Tesseract may deploy transferred Assets with institutional borrowers or other third parties, and that defaults or losses affecting such arrangements may impair Tesseract's ability to repay the Client. The Client's claim remains solely against Tesseract and not against any borrower, custodian, wallet provider, or other third party. Transfers of cryptocurrency made by Tesseract to a third-party service provider shall not be secured. The Client shall have exposure to third-party credit risk. In the event of a third-party default, the Client bears the resulting credit losses as described in clause 1.4.1: Tesseract will use reasonable endeavours to recover the affected assets or value but is not obliged to replace them, and its repayment obligation is reduced by any amount that cannot be recovered. The Client accordingly bears both the credit risk of Tesseract and the credit-loss risk of Tesseract's deployment and borrower book.

Cryptocurrency subject to a loan shall not be held by Tesseract. The Client shall understand and acknowledge that Tesseract shall not be responsible for any cryptocurrency that Tesseract does not hold itself.

Transactions in cryptocurrency may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some cryptocurrency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the Client initiates the transaction. The value of cryptocurrency may be derived from the continued willingness of market participants to exchange government-issued currency for cryptocurrency, which may result in the potential for permanent and total loss of value of a particular cryptocurrency and/or cause such cryptocurrency to become illiquid, should the market for that cryptocurrency disappear.

In certain jurisdictions, cryptocurrency is not legal tender, and is not backed by the government. Accounts and value balances are not subject to any protections granted by any Deposit Insurance Corporation, Securities Investor Protection Corporation, Financial Services Compensation Scheme or any similar entity. Legislative and regulatory changes or actions at any national or international level may adversely affect the use, transfer, exchange, and value of cryptocurrency.

There is no assurance that a person or entity who accepts a cryptocurrency as payment today will continue to do so in the future. The volatility and unpredictability of the price of cryptocurrency relative to government-issued currency may result in significant loss over a short period of time. The nature of cryptocurrency may lead to an increased risk of fraud or cyber-attack, including rollback attacks or blockchain reorganisations. The nature of cryptocurrency means that any technological

difficulties experienced by Tesseract or third-party service providers may prevent the access or use of the Client's cryptocurrency. In light of these risks, the Client should carefully consider whether holding cryptocurrency in a Crypto Earn Account is suitable.

The Client shall acknowledge and understand each of the aforementioned risks and accept the risk of loss associated with depositing any assets to the Crypto Earn Account up to, and including, total loss of all the Client's cryptocurrency.

1.26 Indemnification and limitation of liability

The Client shall indemnify and hold harmless Tesseract, its Affiliates, and their respective officers, employees, agents, advisers, and partners against all losses, liabilities, claims, damages, actions, costs, and expenses, including reasonable legal fees, arising out of or in connection with:

(a) the Client's use of the Crypto Earn Account;

(b) any breach by the Client of these Terms or Applicable Law;

(c) any act or omission of the Client or any person using the Client's account or credentials; and

(d) any third-party claim relating to the Client's Assets, authority, Instructions, or conduct.

This indemnity survives termination.

For the avoidance of doubt, in the event of a third-party default (including failure by a third-party service provider to return cryptocurrencies transferred to it), the third-party service provider owes no obligation to the Client; the Client's sole claim is its contractual repayment claim against Tesseract, which is subject to clause 1.4.1; as set out in that clause, the Client bears the credit losses arising from such a default and its claim is reduced by any amount Tesseract does not recover, and the default may also impair Tesseract's financial ability to perform that obligation.

Disputes

If third parties make claims on the Client's Crypto Earn Account, or if Tesseract receives conflicting instructions from authorised signatories, or if Tesseract becomes involved in or concerned about a dispute between the Client and an authorised signatory, Tesseract shall have discretion to act in ways Tesseract believes to be appropriate, including by restricting, suspending, restating, refusing or settling contractual obligations in accordance with the Terms. The Client shall be liable for all expenses and fees Tesseract incurs for such conflicts or disputes, including internal costs and legal fees, and Tesseract may charge them to the Client's account.

Fraudulent activity, including any attempt to withdraw funds that the Client does not own, or did not purchase, or did not transfer into the Client's Crypto Earn Account via the Platform, is strictly prohibited and may result in the closure of Client's Crypto Earn Account. Fraudulent activity includes any attempt to take advantage of errors on the Platform, websites, systems, applications, or any other technology platforms.

1.27 Legal Process

If legal action such as an attachment, garnishment, seizure, liquidation, levy or other legal process ("legal process") is brought against the Client's Crypto Earn Account, Tesseract may refuse to permit (or may limit) withdrawals or transfers from Client's account until the legal process is satisfied or dismissed. Tesseract may also be required to transfer the assets in Client's account at the behest of governmental authorities pursuant to legal and regulatory actions. Regardless of the terms of such attachment, garnishment, levy or other process, Tesseract shall have first claim to contractual rights, balances, repayment claims, or assets held by or through Tesseract.

Tesseract shall not contest on Client's behalf any such legal process and may take action to comply with such legal process as Tesseract determines to be appropriate in the circumstances without liability to the Client. If Tesseract incurs any expenses, including without limitation, reasonable legal fees, in connection with any such legal process, Tesseract may charge any expenses and fees to the Client's Crypto Earn Account or any other account the Client may have with Tesseract without prior notice to the Client. Any garnishment, seizure, liquidation, or other levy against Client's account is subject to Tesseract's right of setoff and security interest.

1.28 Waiver

Tesseract may delay or waive any rights Tesseract shall have under the Terms. If Tesseract delays or waives Tesseract's rights, the Client shall still be obligated to pay Tesseract potential fees and other amounts the Client may owe Tesseract under the

Terms. Any delay or waiver of Tesseract's rights shall apply only to the specific instance in which Tesseract decides to delay or waive the provision and does not affect Tesseract's future rights in any way.

1.29 Closing of the Crypto Earn Account

Tesseract may close the Crypto Earn Account at any time where permitted under these Terms, including for legal, sanctions, fraud, operational, security, risk, regulatory-perimeter, or business reasons.

Upon closure of the Crypto Earn Account, the Client shall have only such contractual repayment rights, if any, as arise under these Terms, the applicable Product Terms, and Tesseract's official books and records. Any contractual amount payable by Tesseract may be satisfied in such manner, to such approved Wallet or other destination, and at such time as Tesseract reasonably determines, subject to Applicable Law, operational feasibility, deductions, set-off rights, and compliance checks.

If the Crypto Earn Account is closed because the Client has materially breached these Terms, the applicable Product Terms, or any other agreement with Tesseract, the Client shall not be entitled to any unpaid or uncredited return except to the extent required by mandatory Applicable Law.

Tesseract may cooperate with any regulatory, governmental, judicial, or enforcement authority in relation to the Client's account, including by restricting, freezing, or transferring contractual balances or Assets where required or permitted by Applicable Law.

1.30 Liability for failure to make transfers

If Tesseract fails to process a transfer, funding instruction, or repayment request in accordance with these Terms, its liability shall be limited to the Client's direct actual loss, subject always to the liability limitations and exclusions elsewhere in these Terms.

Tesseract shall not be liable where failure or delay results from:

(a) insufficient or incorrect information, documentation, or instructions provided by the Client;

(b) unsupported Assets, unsupported networks, incorrect Wallet details, wrong tags, wrong memos, incompatible routes, or other transfer errors not caused by Tesseract;

(c) any act or omission of a Third-Party Service Provider, blockchain network, wallet provider, exchange, bank, custodian, or authority;

(d) any compliance review, legal restriction, sanctions concern, Suspension Event, or Force Majeure Event;

(e) any Manifest Error or correction thereof; or

(f) any other exception stated in these Terms or the applicable Product Terms.

Disclosure of information

Tesseract shall have the right to disclose information to third parties regarding Client's Crypto Earn Account or the transfers hereto:

i. if it is necessary for completing transfers;

ii. in order to verify the existence and condition of Crypto Earn Account for a third party;

iii. in accordance with these terms and conditions regarding Crypto Earn Account;

iv. with Client's written approval;

v. upon closure of the Client's Crypto Earn Account due to a deficient balance, excessive instances when Client does not have sufficient funds in the account or to protect or enforce legal rights of Tesseract; and

vi. in order to comply with government agency or court orders.

No website, presentation, marketing communication, FAQ, rate display, dashboard view, or sales communication shall override the legal characterisation of the Product under these Terms. If any such material is inconsistent with these Terms, these Terms shall prevail.

1.31 Account security

The Client shall be liable for the maintenance of adequate security and control of any and all IDs, passwords, hints, or any other codes that the Client uses to access the Client's Crypto Earn Account via the Platform.

Tesseract shall assume no responsibility for any loss that the Client may sustain due to compromise of sensitive information of the Client. The Client shall accept all risks of unauthorised access and use of Client’s account.

ANNEX A – FEES

This Annex A sets out the rates and fees applicable in connection with these Terms and Conditions and forms part of them. Capitalised terms have the meanings given in the Terms and Conditions. In the event of any conflict between this Annex A and the body of the Terms and Conditions, the body of the Terms and Conditions shall prevail, save as to the specific rates and fees set out below.

1. Rate

The commercial return payable under the Product is a fixed-fee rate set by Tesseract, displayed to, and accepted by, the Client on the Platform in accordance with the Commercial return provisions of these Terms and Conditions. Tesseract sets the rate and updates it from time to time to reflect prevailing market conditions and performance. The rate applicable on any day is the rate displayed and reported to the Client on the Platform for that day, and applies to all of the Client's deposits under the Product, whether existing or new. For the avoidance of doubt, the rate is a fixed rate and does not represent any share of Tesseract's revenue, profit, spread or yield.

2. Accrual

Return accrues daily on the Assets from (and including) the date they are credited under the Product until (but excluding) the date of repayment, and is calculated by Tesseract in accordance with these Terms and Conditions and its official books and records.

3. Statements and reporting

Account statements are made available for the Client to download from the Platform. Tesseract will also provide the Client with a report on a quarterly basis. Any balance, rate, or yield information shown on the Platform is indicative and informational unless and until reflected in Tesseract's official books and records.

4. Costs of transfer

The Client bears the costs, charges and network or gas fees associated with transferring Assets to Tesseract. Tesseract bears the costs, charges and network or gas fees associated with returning or repaying Assets to the Client.

5. Overdue amounts

Overdue amounts are dealt with in accordance with clause 1.3.4 of the Terms and Conditions.

6. Amendment of rate

Tesseract may amend, revise, update or withdraw the applicable rate at any time at its sole discretion and without prior notice, including to reflect market conditions and performance. A change to the rate applies to all of the Client's deposits under the Product from the day it takes effect, whether those deposits were made before or after the change; there is no separate locked-in rate for deposits already made.