

Terms of Service

Last updated: ~~June 19~~November 1, 2023

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY CLICKING THE "CREATE ACCOUNT" BUTTON OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE.

Summary of Terms of Service

This summary of our Terms of Service offers you an overview of the key terms that apply to your use of our website, platforms, trading and other services. While we hope this summary section is helpful, you should read the [complete Terms of Service](#) below since they provide important information about how our services work.

Our Services

Kraken provides you with a simple and convenient way to trade legal tender (such as U.S. dollars and Euros) and digital assets (such as bitcoin and ether) via our Services. Among other things, you may also use our Services to purchase and sell digital assets directly from and to us and to interact with NFTs and other digital assets in various ways as further described in the complete Terms of Service. The range of services available to you will depend in part upon the country or U.S. state of which you are a resident and from which you access Kraken's services.

Eligibility and Acceptable Use

You must meet certain [eligibility](#) criteria to use Kraken's services. For instance, you must be an adult and there are certain locations from which you may not be able to use some or all of Kraken's services. Additionally, there are certain things you cannot do when using Kraken's

services, such as engage in illegal activities, lie, or do anything that would cause damage to our services or systems. Please see the [acceptable use section](#) for more details.

Trading Risks

Engaging in any trade can be financially risky, and there can be higher financial risks if you engage in any [margin transactions](#), use any other sophisticated [trading options](#), or trade in digital assets that are subject to volatile market price movements. Please don't use Kraken's services if you do not understand these [risks](#) and **enter into trades only when you understand the trading option you are using, the characteristics of the digital asset you intend to trade, and the potential financial risk of loss** trading them entails.

Other Important Legal Terms

There are important legal terms provided below in the complete Terms of Service, including your [indemnification responsibilities](#), our [limitation of liability](#) and [warranty disclaimers](#), and your agreement to [arbitrate](#) most disputes. Please take the time to read these terms carefully. You can always contact us through support if you have any questions at <https://support.kraken.com>.

1. Complete Terms of Service

These Terms of Service and any terms expressly incorporated herein ("**Terms**") apply to your access to and use of the websites and mobile applications provided by Payward, Inc. and its wholly owned subsidiaries (collectively, "**Payward**", "**Kraken**", "**we**", or "**us**"), and the trading, staking, NFT and other services provided by Payward as described in these Terms (collectively, our "**Services**").

Our products and services are provided through local operating entities that are subsidiaries of Payward, Inc. Except for (a) Services provided in Annex C are provided by Payward Commercial Ltd; (b) Services provided in Annex B, Annex D, Annex G, and Section 7.11 (unless you reside in the United States or Australia) are provided by Payward Trading Limited; and, (c) Services provided in Annex H for any Kraken Account denominated in United Arab Emirates dirham ("AED") are provided by Payward MENA; your sole and exclusive counterparty to these Terms is as follows:

- 1.1.** If you reside in Australia - Bit Trade Pty Limited, Unit 610, 478 George Street, Sydney, NSW 2000, Australia.
- 1.2.** If you reside in the UK - Payward Ltd., 6th Floor, One London Wall, London, EC2Y 5EB, United Kingdom.
- 1.3.** If you reside in the United States - Payward Ventures, Inc., 100 Pine St., Suite 1250, Office 6, PMB A188, San Francisco, CA 94111, USA.
- 1.4.** If you reside in Italy - Payward Europe Solutions Limited, Italian Branch, 21 Via San Marco,

Milan, MI, 20121, Italy (for VASP Services). [If you reside in Belgium - Payward Europe Solutions Limited, 70 Sir John Rogerson's Quay, Dublin Docklands, Dublin 2, Ireland D02 R296 \(for BEL VASP Services\)](#). Otherwise, if you reside in the European Economic Area - Payward International Markets Limited, Trinity Chambers, PO BOX 4301, Road Town, Tortola, British Virgin Islands.

1.5. If you reside in any other country not set forth in 1.1-1.4 above (other than Canada, in which case the **Canadian Terms of Service** are applicable to you, and Japan, in which case, the **Japan Terms of Service** are applicable to you) - Payward Trading Ltd., c/o SHRM Trustees (BVI) Limited, Trinity Chambers, Ora et Labora Building, Road Town, Tortola, VG1110, British Virgin Islands.

Key Definitions

Capitalized terms not otherwise defined in these Terms will have the following meaning:

"Asset" means any Digital Asset, Legal Tender, and/or NFT.

["BEL VASP Services" means providing services for exchanging between virtual and fiat currencies and/or acting as custodial wallet provider.](#)

"Digital Asset" means bitcoin, ether and any other digital assets that may be traded via the Services, excluding NFTs.

"Digital Asset/NFT Account" means any Digital Asset or NFT address or account owned, controlled or operated by you that is maintained outside of the Services, and is not owned, controlled or operated by Payward.

"External Account" means any Financial Account or Digital Asset/NFT Account: (i) from which you may load Assets into your Kraken Account, and (ii) to which you may transfer Assets from your Kraken Account.

"Financial Account" means any financial account of which you are the beneficial owner that is maintained by a third party outside of the Services, including, but not limited to third-party payment service accounts or accounts maintained by third party financial institutions.

"Funds" means any Digital Asset and/or Legal Tender.

"Kraken Account" means a user account accessible via the Services where Assets may be custodied by Payward on behalf of a user.

"Legal Tender" means any national currency, such as U.S. dollars, that may be used in connection with a purchase or sale of Digital Assets or NFTs via the Services, and does not include any Digital Asset or NFT.

"NFT" means a 'non-fungible' token or similar digital item implemented on a blockchain (such as the Ethereum blockchain), which uses smart contracts or similar technology (such as tokens complying with the ERC-721 standard, ERC-1155 standard or similar

'non-fungible' token standard) to link to or otherwise be associated with certain content or data.

"VASP Services" means exchange between virtual assets and fiat currencies; exchange between one or more forms of virtual assets; transfer of virtual assets, that is to say, conduct a transaction on behalf of another person that moves a virtual assets from one virtual asset address or account to another; and act as a custodian wallet provider.

2. Eligibility

Payward may not make the Services available in all markets and jurisdictions, and may restrict or prohibit use of the Services from certain U.S. states or foreign jurisdictions ("Restricted Locations"). If you are registering to use the Services on behalf of a legal entity, you represent and warrant that (i) such legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (ii) you are duly authorized by such legal entity to act on its behalf.

You further represent and warrant that you: (a) are of legal age to form a binding contract (at least 18 years old in the U.S.); (b) have not previously been suspended or removed from using our Services; (c) have full power and authority to enter into this agreement and in doing so will not violate any other agreement to which you are a party; (d) are not located in, under the control of, or a national or resident of (i) any Restricted Locations, or (ii) any country to which the United States has embargoed goods or services; (e) are not identified as a "Specially Designated National;" (f) are not placed on the Commerce Department's Denied Persons List; (g) will not use our Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms; and (h) meet all eligibility requirements for the Services at the time of using any Services.

Payward may condition your access or continued access to certain Services (or features of those Services), such as by imposing eligibility requirements. Payward will keep you informed of these on its website. Payward may require, on an ongoing basis, that you demonstrate to us that you continue to meet these requirements. Payward's decisions with respect to eligibility are final.

3. Kraken Account

3.1. Number of Kraken Accounts. Payward may, in its sole discretion, limit the number of Kraken Accounts that you may hold, maintain or acquire.

3.2. Kraken Account information and security. In order to engage in any trades via the Services, you must create a Kraken Account and provide any requested information. When you create a Kraken Account, you agree to: (a) create a strong password that you do not use for any other

website or online service; (b) provide accurate and truthful information; (c) maintain and promptly update your Kraken Account information; (d) maintain the security of your Kraken Account by protecting your password and restricting access to your Kraken Account; (e) promptly notify us if you discover or otherwise suspect any security breaches related to your Kraken Account; and (f) take responsibility for all activities that occur under your Kraken Account and accept all risks of any authorized or unauthorized access to your Kraken Account, to the maximum extent permitted by law.

4. Privacy Notice

Please refer to our [Privacy Notice](#) for information about how we collect, use and share your information.

5. General Obligations

This Section 5 applies to: (i) all trades completed via the Services (including, without limitation, purchases or sales of Digital Assets and NFTs), and (ii) any transaction in which you load Assets into your Kraken Account from your External Account or transfer Assets from your Kraken Account into an External Account.

5.1. Conditions and Restrictions. We may, at any time and in our sole discretion, refuse any trade, purchase, sale, or transfer of an Asset submitted via the Services, impose limits on the trade, purchase, sale, or transfer amount permitted via the Services or impose any other conditions or restrictions upon your use of the Services for depositing Assets to and withdrawing Assets from your Kraken Account or for buying, selling, or trading Assets without prior notice. For example, we may limit the number of open bids, offers, or orders that you may establish via the Services or we may restrict trades from certain locations.

5.2. Accuracy of Information. You must provide any information required when creating a Kraken Account or when prompted by any screen displayed within the Services. You represent and warrant that any information you provide via the Services is accurate and complete.

5.3. Compliance with legal obligations. We are subject to various legal and regulatory obligations imposed by the laws and supervisory authorities of various jurisdictions e.g., anti-money laundering laws, financial services laws, corporation laws, privacy laws and tax laws. These obligations may require us to process certain personal data for identity verification, payment processing, compliance with court orders, tax laws or other purposes not disclosed herein. Please refer to our Privacy Notice for Information we may collect about you. These obligations may arise at various times, including, but not limited to, client on-boarding, payment

processing, and systemic checks for risk management. We reserve the right to lock, disable and/or close accounts as deemed necessary by us in order to comply with any such legal and regulatory obligations now existing or hereinafter imposed.

5.4. Cancellations. Once your offer, bid, order, or transaction has been executed, you may not change, withdraw or cancel your authorization for Payward to complete such transaction. While we may, at our sole discretion, reverse an order or transaction under certain extraordinary conditions, a customer does not have a right to a reversal of an order or transaction. If your transaction is not successful, if your payment method has insufficient Funds, or if you reverse a payment, deposit, or transfer made from an External Account, you authorize Payward, in its sole discretion, to cancel the transaction or to use alternate Funds in your Kraken Account as necessary to complete the transaction or resolve any resulting shortfall or negative balance, including to exchange Funds in your Kraken account for alternative types of Funds and deduct any applicable Fees.

5.5. Errors. In the event of an error, whether via our Services, in a purchase order confirmation, in processing your purchase, in funding your Kraken account, in transferring Funds to an External Account, or any other transaction, we reserve the right, and you authorize Payward, to correct such error, including by revising the transaction (including charging the correct price), cancelling the transaction, or taking any other action to resolve the error (including exchange Funds in your Kraken account for alternative types of Funds and deducting any applicable Fees to correct the error).

5.6. Insufficient Assets. If you have an insufficient amount of Assets in your Kraken Account to complete a transaction via the Services, we may cancel the entire transaction or may fulfill a partial transaction using the amount of Assets currently available in your Kraken Account, less any fees owed to Payward in connection with our execution of the trade (as described in Section 9).

5.7. Payment Method. Only valid payment methods specified by us may be used to purchase Digital Assets or NFTs, as applicable. By placing an order to purchase Digital Assets or NFTs from Payward, you represent and warrant that (a) you are authorized to use the designated payment method and (b) you authorize us, or our payment processor, to charge your designated payment method. If the payment method you designate cannot be verified, is invalid or is otherwise not acceptable, your purchase order may be suspended or canceled automatically. You agree to resolve any problems we encounter in order to proceed with your purchase order.

5.8. Taxes. It is your responsibility to determine what, if any, taxes apply to the trades or transactions you complete via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that Payward is not responsible for determining whether taxes apply to your trades or for collecting, reporting, withholding or

remitting any taxes arising from any trades or transactions. If required by applicable law, Payward may withhold tax from any payments made to you and report such tax to the relevant taxing authority.

6. Kraken Account Assets

6.1. Funding your Kraken Account. In order to complete an offer, bid, order, trade or transaction via the Services (including orders and trades on the Kraken Digital Asset Exchange, as described in Section 7), you must first load Assets to your Kraken Account using one of the approved External Accounts identified via the Services. You may be required to verify that you control the External Account that you use to load Assets to your Kraken Account. As further described in Section 9, you may be charged fees by the External Account you use to transmit Assets to or from your Kraken Account. Payward is not responsible for any External Account fees or for the management and security of any External Account. You are solely responsible for your use of any External Account, and you agree to comply with all terms and conditions applicable to any External Account. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and Payward makes no guarantee regarding the amount of time it may take to load Assets into your Kraken Account.

About Legal Tender Held In Your Kraken Account - Be advised that Legal Tender held in your Kraken account is exclusively for the purchase of Digital Assets or NFTs or for withdrawal to your approved External Account. Proceeds from the sale of Digital Assets or NFTs for Legal Tender will be credited to your Kraken Account, less any transactional or other fees or commissions. Kraken does not pay interest on free fiat balances held in your account.

Digital Assets Only Accounts - If you have opened a Kraken Account designated as Digital Assets Only, you may only fund your account with Digital Assets. Kraken will not accept Legal Tender to fund a Digital Assets Only Account. If Legal Tender is transmitted to fund such an account, it will be returned to the sender, less applicable transfer fees.

6.2. Transferring Assets to an External Account. Provided that the balance of Assets in your Kraken Account is greater than any minimum balance requirements needed to satisfy any of your open positions, and subject to the restrictions set forth in Section 7.11 and Annex G for the NFT Services, you may transfer any amount of Assets, up to the total amount of Assets in your Kraken Account in excess of such minimum balance requirements, and any unencumbered NFTs held in your Kraken Account, from your Kraken Account to an External Account, less any fees charged by Payward for such transactions (as described in the [Fee Schedule](#) at the time of your request to transfer Assets to an External Account).

6.3. Load/Transfer Authorization. When you request that we load Assets into your Kraken Account from your External Account or request that we transfer Assets to your External Account from your Kraken Account, you authorize Payward to execute such transaction via the Services.

6.4. Rejected Transactions. In some cases, the External Account may reject your Assets or may otherwise be unavailable to receive your Assets. You agree that you will not hold Payward liable for any damages resulting from such rejected transactions.

6.5. Ending Digital Asset Support. Kraken may, in its sole discretion, stop supporting any particular Digital Asset. If you do not remove such Digital Asset from your Kraken account before Kraken stops supporting such Digital Asset, then Kraken may, in its discretion, take any measures it deems appropriate to remove such Digital Asset from your Kraken account, including attempting to sell such Digital Assets at a cost to you.

6.6. L2 Funding Services. For certain Digital Assets (such as bitcoin), Kraken may facilitate your ability to use a “Layer 2” network (such as the Lightning Network) to deposit such Digital Assets to your Kraken Account and/or withdraw such Digital Assets to an External Account (the “L2 Funding Services”). Without limiting the generality of the remainder of this Section 6, you acknowledge and agree that:

6.6.1. Your use of the L2 Funding Services must comply with the relevant instructions provided to you through the Services. If Kraken cannot complete your transaction for any reason (such as the failure to respond to an order exceeding the minimum or maximum order size), your request to use the L2 Funding Services may be rejected or delayed without liability to Kraken;

6.6.2. Kraken does not own or control, makes no representations or warranties regarding, and shall incur no liability arising out of or in connection with the performance, cost, availability or functionality of any Layer 2 network you use in

connection with the L2 Funding Services. For example, you acknowledge and agree that, depending on the Layer 2 network, you may be unable to transfer Digital Assets you withdraw to an External Account using the L2 Funding Services back to the base “Layer 1” network (such as the underlying Bitcoin protocol) within a particular period or time, at a particular cost or, in the case of a network malfunction, exploit, Force Majeure event or other mitigating circumstances, at all; Kraken shall bear no liability to you or any other party in this instance; and

6.6.3. Layer 2 networks are experimental in nature and present risks associated with using novel distributed ledger technology-based networks, including, but not limited to, vulnerabilities in or unanticipated changes to the applicable Layer 2 network. Kraken will not be responsible for any harm occurring as a result of or related to such risks.

6.6.4. You represent and warrant that you have a sufficient understanding of any Layer 2 networks you utilize in connection with the L2 Funding Services (including, without limitation, functionality, usage, storage, transmission mechanisms, and other material characteristics of related Digital Assets and distributed ledger technology) to understand the terms of the L2 Funding Services, and to appreciate the related risks and implications.

6.7. Digital Asset and NFT Custody and Title. All Digital Assets (including Received Assets, as defined in Section 7.11.2.2) and NFTs held in your Kraken Account are custodial assets held by Payward for your benefit, as described in further detail below.

6.7.1. Ownership. Title to Digital Assets and NFTs, at all times remains with you and is not transferred to Payward, except as provided herein. All interests in Digital Assets and NFTs we hold for Kraken Accounts are held for customers and are not property of Payward. As the owner of Digital Assets and NFTs in your Kraken Account, you bear all risk of loss of such Digital Assets. None of the Digital Assets or NFTs in your Kraken Account are the property of Payward. Payward does not represent or treat assets in your Kraken Account as belonging to them. However, a court may disagree with Payward’s treatment of your assets and subject them to claims of Payward’s creditors. Except as required by a facially valid court order, or except as provided herein, Payward will not sell, transfer, loan, hypothecate, or otherwise alienate Digital Assets and NFTs in your Kraken Account unless instructed by you or as otherwise authorized by these Terms. If you elect to participate in Bonded Staking, the foregoing sentence is subject to the Bonded Staking restrictions set forth in Section 1.3 of Annex C. For the avoidance of doubt, and notwithstanding Section 7.11.2.2, Payward makes no warranty that Digital Assets and NFTs in your Kraken Account are held by you free and clear of any security interest or other lien or encumbrance by Payward or others, including but not limited to Payward’s creditors.

6.7.2. Control. You control the Digital Assets and NFTs held in your Kraken Account. At any time, subject to outages, downtime, a court order, other applicable policies, the

restrictions described in Section 7.11.4 and Section 1.3 of Annex C, or as otherwise provided herein, you may withdraw your Digital Assets and NFTs by instructing Payward to debit the applicable Digital Asset and/or NFTs from your Kraken Account and transferring the Digital Assets to an External Account.

6.7.3. Omnibus Accounts. In order to more securely and effectively custody assets, Payward may use shared blockchain addresses, controlled by Payward, to hold Digital Assets and NFTs on behalf of users and/or held on behalf of Payward. We maintain separate ledgers for users' Kraken Accounts and accounts held by Payward for its own benefit.

6.7.4. Fungibility of Certain Digital Assets. You acknowledge and agree that Payward may hold Digital Assets and NFTs in your Kraken Account in a variety of ways, including, but not limited to, across multiple blockchain protocols, such as layer two networks, alternative layer one networks, or side chains. In connection with its holding of Digital Assets and NFTs in your Kraken Account, Payward may transfer such Digital Assets and/or NFTs off of the primary blockchain protocol and hold such Digital Assets and NFTs on shared blockchain addresses, controlled by Payward, on alternative blockchain protocols in forms compatible with such protocols. You agree that all forms of the same Digital Asset that are held and made available across multiple blockchain protocols may be treated as fungible and the equivalent of each other, without regard to (a) whether any form of such Digital Asset is wrapped or (b) the blockchain protocol on which any form of such Digital Asset is stored.

6.8. Forks and Airdrops. As described in Section 6.7, you remain the lawful and beneficial owner of any Funds in your Kraken Account and the beneficial owner of additional assets resulting from any applicable (i) network fork that is supported by Kraken and (ii) airdrop or similar distribution of Digital Assets that is supported by Kraken; provided, that Kraken retains sole discretion and has no obligation to support any particular forks, airdrops or similar distribution and such support remains in all instances subject to the Terms.

7. Orders and Trades

This Section 7 applies only when you use the Services to trade Digital Assets for Legal Tender or vice versa, or to trade Digital Assets for another form of Digital Assets (it does not apply to trades or transactions involving NFTs).

7.1. Authorization. When you submit a new order via the Services, you authorize Payward to execute a transaction in accordance with such order on a spot basis and charge you any applicable fees (as described in Section 9).

- 7.2. Independent relationship.** You acknowledge and agree that: (a) Payward is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity, and (b) no communication or information provided to you by Payward shall be considered or construed as investment, tax, or any other form of advice.
- 7.3. Trade confirmation.** Once the Services execute your trade, a confirmation will be electronically made available via the Services detailing the particulars of the trade. You acknowledge and agree that the failure of the Services to provide such confirmation shall not prejudice or invalidate the terms of such trade.
- 7.4. Trade options.** Please refer to the [Trading Guide](#), for information about the terminology used in connection with the trading options made available via the Services. If you do not understand the meaning of any trade option, we strongly encourage you not to utilize any of those options.
- 7.5. Market rates.** If you select a market trade, Payward will attempt, on a commercially reasonable basis, to execute the trade on or close to the prevailing market exchange rate, as defined via the Services. You acknowledge and agree that the exchange rate information made available via our Services may differ from prevailing exchange rates made available via other sources outside of the Services.
- 7.6. Prices; Availability.** All prices reflect the price applicable to the purchase or sale of Digital Assets or NFTs using the Legal Tender or alternative form of Digital Assets identified in your purchase order. All Digital Asset and NFT sales and purchases by Payward are subject to availability. We reserve the right to cancel or discontinue any sale or purchase of Digital Assets or NFTs with or without notice.
- 7.7. Purchase Quotes.** Prior to completing your purchase or sale of Digital Assets or NFTs from Payward, we will provide notice of the type and amount of Digital Assets and/or NFTs you intend to purchase or sell and the amount of Funds or Digital Assets you will (a) be required to pay to Payward to receive such Digital Assets and/or NFTs or (b) will receive upon selling your Digital Assets and/or NFTs. You agree to comply with any terms and conditions provided within such notice to complete your purchase transaction and to pay any associated fees. Moreover, you acknowledge and agree that (i) Payward may, in some circumstances, earn a “spread” based on the difference between the price it buys or sells an Asset in a transaction with you and the price it is able to obtain in subsequent transactions with third parties, and (ii) such spread will not be reflected in the transaction fees you are charged at the time of your purchase or sale.
- 7.8. Market volatility.** Particularly during periods of high volume, illiquidity, fast movement or volatility in the marketplace for any Digital Assets or Legal Tender, the actual market rate at which a trade is executed may be different from the prevailing rate indicated via the Services at the time of your order or trade. You understand that we are not liable for any

such price fluctuations. In the event of a market disruption or Force Majeure event (as defined in Section 23), Payward may do one or more of the following: (a) suspend access to the Services; or (b) prevent you from completing any actions via the Services, including closing any open positions. Following any such event, when trading resumes, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event.

7.9. Trade Settlement. Subject to these Terms, we will use commercially reasonable efforts to settle trades on a spot basis within two (2) days of the date upon which users have agreed to execute a trade via the Services.

7.10. No Returns or Refunds. All sales and purchases of Digital Assets or NFTs by Payward via the Services are final. We do not accept any returns or provide refunds for your purchase of Digital Assets or NFTs from Payward, except as otherwise provided in these Terms.

7.11. Margin Transactions.

In accordance with and subject to this Section 7.11, as part of the Services you may receive from Payward extensions of margin in the form of Digital Assets or Legal Tender (“margin transactions”) to use to make spot purchases and sales of Digital Assets on the Kraken exchange.

You acknowledge, represent, warrant and agree that, prior to receiving an extension of margin from Payward, you will have read our [Margin Disclosure Statement](#), understand the risks involved with margin transactions, and have determined that purchasing and selling Digital Assets with the use of margin is appropriate for you.

Margin transactions on the Kraken exchange are made available under the following terms:

7.11.1. Margin Account. Payward agrees to establish for your benefit and in your name a platform for you to receive Legal Tender and Digital Assets (“Extended Funds”) from Payward to make spot trades through your Kraken Account (your “Margin Account”). Your Margin Account is a component of your Kraken Account.

7.11.2. Margin Extensions and Trades.

7.11.2.1. Subject to the Terms, Payward agrees to provide to you, and you may obtain from and return to Payward from time to time, Funds to support spot transactions (each such provision of Funds, a “Margin Extension”). No Margin Extension will occur unless you meet or exceed any minimum balance requirements imposed by Payward for your Margin Account. Moreover, notwithstanding anything to the contrary herein, Payward is under no obligation to make any Margin Extensions to you and may decline a request to initiate a Margin Extension in its sole discretion.

7.11.2.2. When you use a Margin Extension to effectuate a spot transaction, you are entering into a spot Digital Asset purchase or sale transaction. For example, you might use a U.S. dollar Margin Extension from Payward to buy bitcoin. In executing such spot transactions, Payward records the transfer of ownership of the applicable Funds (such Funds - e.g., the bitcoin in the preceding example -- "Received Assets") by registering you as the owner of the Received Assets on Payward's internal book-entry system.

7.11.2.3. If you are not (or are no longer) eligible to receive Margin Extensions, each of your then-existing Margin Extensions will become due and must be terminated: (i) on or before the 28th day after such Margin Extension was made; or (ii) immediately upon loss of eligibility if such Margin Extension was made earlier than 28 days prior to the date on which you were no longer eligible. If you do not terminate your Margin Extensions in full within the required time period, then Payward reserves the right to, without further notice to you: (a) sell your Received Assets and apply the proceeds to the termination of the Margin Extension; and (b) liquidate such other Funds in your account, in the manner and amount practicable, in Payward's reasonable discretion, to terminate the Margin Extension in full.

7.11.3. *Received Assets.* All Received Assets are custodial assets held by Payward for your benefit, subject to the terms in Section 6.7 (Digital Asset Custody & Title), Section 7.11 (Margin Transactions), and as otherwise provided herein.

7.11.4. *Terminating Margin Extensions.* To terminate a Margin Extension, you must transfer sufficient Funds from your Kraken Account to Payward through the Services. The Funds you use to terminate a Margin Extension must be the same asset type as the denomination of the Margin Extension (for example, you must terminate a bitcoin-denominated Margin Extension by transferring bitcoin from your Kraken Account to Payward through the Services). If received with respect to Extended Funds (and not Received Assets), you must return any incremental tokens generated as a result of a fork in the digital currency protocol of any Margin Extension or an airdrop of any tokens on the protocol of any Margin Extension. You may terminate a Margin Extension by either: (i) directing immediately available Funds in your Kraken Account to Payward; or (ii) selling requisite Collateral Assets (as defined below) or other assets in your Kraken Account on the Kraken exchange and applying the proceeds to the termination of the corresponding Margin Extension. Prior to satisfying the corresponding Margin Extension pursuant to the preceding sentence, Received Assets and requisite Collateral Assets may not be otherwise transferred to an External Account or traded on the Kraken exchange.

7.11.5. *Restrictions on your Kraken Account subject to satisfaction of your Margin Extension obligations.*

7.11.5.1. You agree to maintain in your Kraken Account, at all times during the term of a Margin Extension, a specified minimum amount of Funds approved by Payward to qualify as collateral ("Collateral Assets"). This minimum amount of Collateral Assets (the "Maintenance Margin Requirement"). This minimum amount of Collateral Assets (the

“Maintenance Margin Requirement”) will be defined through the Services and you will be notified of any changes to the Maintenance Margin Requirement prior to those changes taking effect. Such notice shall indicate the effective date for those changes.

7.11.5.2. A list of assets approved by Payward to be eligible as Collateral Assets will be defined through the Services and certain Digital Assets may only be valued as collateral on a discounted basis. You will be notified of any changes to the list of eligible Collateral Assets or discounts applied to the valuation thereof prior to those changes taking effect. Such notice shall indicate the effective date for those changes.

7.11.5.3. For purposes of calculating your compliance with the Maintenance Margin Requirement, Payward will calculate (subject to any discounts) the market value of Collateral Assets on a continuous basis based on the prevailing value of each Digital Asset on one or more Digital Asset exchanges, including those operated by Payward. Payward has discretion to select Digital Asset exchanges for calculating this market value that Payward, in its reasonable judgment, believes offer a reasonable valuation of a Digital Asset.

7.11.5.4. You hereby authorize and instruct Payward, in the event the value of your Collateral Assets falls below the Maintenance Margin Requirement, to, without further notice to you: (a) sell your Received Assets and apply the proceeds towards terminating your Margin Extension(s); and/or (b) liquidate such other Funds in your account in the manner and amount practicable, in Payward’s reasonable discretion, to terminate the Margin Extension either in full, or in an amount sufficient, in Payward’s reasonable discretion, to restore the value of your Collateral Assets to an amount equal to or exceeding the Maintenance Margin Requirement.

7.11.6. *No Margin Obligation Period.* There are no term limits on margin obligations, meaning that you may elect to maintain open spot positions on margin for an unlimited duration, as long as you continue to meet your Margin Extension obligations as detailed in Section 7.11.5.

7.11.7. *Payment of Fees; Default.*

7.11.7.1. Fees charged on and in connection with any Margin Extension shall be at the applicable rates and methods of computation specified in the **Fee Schedule** (the “Margin Fees”). If the Margin Fees on any Margin Extension made under these Terms exceeds the maximum rates Payward may charge under applicable law, the parties hereto agree that the Margin Fees shall be reduced automatically to the maximum rates Payward may charge under applicable law.

7.11.7.2. Upon your failure to satisfy the Maintenance Margin Requirement, to make any payment of fees when due, including Margin Fees, or to terminate a Margin Extension when required, or upon otherwise materially breaching this Section 7.11, your Margin Extensions shall be immediately due and must be terminated (and any accrued and unpaid fees thereon and any fees and

costs of collection must be paid) and, to the extent permitted by applicable law and in addition to any other remedies available to it, Payward, in its sole discretion, may apply the proceeds from the sale of any Digital Assets in your Margin Account, whether such Digital Assets are considered Collateral Assets as defined in the Terms or not, first to the payment of any outstanding fees, commissions, charges or other expenses then due to Payward, and then to the termination of your Margin Extensions. If your Kraken Account balance becomes negative, you agree to pay the amount of Funds owed to Payward within 48 hours. You may not trade on a negative Kraken Account.

- 7.11.8.** *Discontinuance of Margin Extension Services.* In exercising its rights under Section 18, Payward may cease making available Margin Extensions for certain Digital Assets or Legal Tender for any or all users, or otherwise terminate Margin Extensions for any or all users. You hereby authorize and instruct Payward, without notice to you, as of the date that Payward elects, to:
- (a) liquidate your Received Assets, in the manner practicable, in Payward's reasonable discretion, and apply the proceeds to the termination of the Margin Extension; and/or
 - (b) liquidate such other Funds in your account, in the manner and amount practicable, in Payward's reasonable discretion, to terminate the Margin Extension in full.

8. Risk Disclosure

8.1. Digital Asset trading risks. The risk of loss in trading Digital Asset pairs, and Digital Asset and Legal Tender pairs can be substantial. You should, therefore, carefully consider whether such trading is suitable for you in light of your circumstances and financial resources, and you should know the following points:

- 8.1.1.** You may sustain a total loss of the Funds in your Kraken Account, and, in some cases, you may incur losses beyond such Funds.
- 8.1.2.** Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, when the market reaches a daily price fluctuation limit or there is insufficient liquidity in the market.
- 8.1.3.** Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
- 8.1.4.** All Digital Asset positions involve risk, and a "spread" position may not be less risky than an outright "long" or "short" position.
- 8.1.5.** The use of leverage can work against you as well as for you and can lead to large losses as well as gains. Refer to our [Margin Disclosure Statement](#) for more information about the unique and specific risks involved with margin transactions.

ALL THE POINTS NOTED ABOVE APPLY TO ALL DIGITAL ASSET PAIR AND DIGITAL ASSET AND LEGAL TENDER PAIR TRADING. THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS ASSOCIATED WITH THESE TRADES.

8.2. Internet transmission risks. You acknowledge that there are risks associated with utilizing an Internet-based platform such as the Services, including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Payward shall not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when trading via or otherwise utilizing the Services, however caused.

8.3. Asset Transmission Risk. You agree that there may be operational issues, human error, malicious conduct (such as fraud or cyber attack) and other risks associated with the transmission of Digital Assets, NFTs, and Legal Tender, which may delay, prevent, misdirect, or otherwise frustrate your ability to transfer Digital Assets, NFTs, and Legal Tender to or from Payward, the Services, or the Payward websites and mobile applications. You agree that your Digital Assets and NFTs are not deposited in your Kraken Account or with Payward until they are confirmed on the blockchain as transmitted to Payward, and that Payward is not responsible for any actions by you or third parties that delay, prevent, misdirect, or otherwise frustrate the deposit, withdraw, or transfer of Digital Assets, NFTs, or Legal Tender to or from Payward, the Services, or the Payward websites and mobile applications, or for any losses or fees resulting therefrom. You further agree that Payward is not obligated to assist or support you in any fashion with any unsuccessful transmission of Digital Assets, NFTs, or Legal Tender.

8.4. Underlying Protocol Risk. We do not own or control the underlying software protocols of Digital Asset networks that govern the operation of Digital Assets and NFTs. In general, the underlying protocols are open source, and anyone can use, copy, modify or distribute them. We are not responsible for the operation of the underlying network protocols, and we make no guarantees regarding their security, functionality or availability.

8.5. Discrepancy. The Services user interface may display incorrect information or information that differs from our internal books and records. In the event of any conflict, the contents of our internal books records shall prevail.

8.6. Assumption of risk. You acknowledge and agree that you shall access and use the Services at your own risk, including but not limited to the risks described in this Section 8 and the remainder of these Terms.

NO KRAKEN ENTITY IS A BANK OR OTHER DEPOSITORY INSTITUTION. YOUR KRAKEN ACCOUNT IS NOT A DEPOSIT ACCOUNT OR A BANK ACCOUNT. NEITHER YOUR KRAKEN ACCOUNT NOR DIGITAL ASSETS ARE COVERED BY INSURANCE AGAINST LOSSES OR SUBJECT TO FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") OR SECURITIES INVESTOR PROTECTION CORPORATION ("SIPC") PROTECTIONS OR THE PROTECTIONS OF ANY COMPARABLE ORGANIZATION

ANYWHERE IN THE WORLD.

9. Fees

- 9.1. Amount of Fees.** In addition to the fees specified in Section 7.11.7, you agree to pay Payward the fees for Asset trades or transactions completed via our Services ("**Fees**") as made available via the **Fees and Pair Info** ("**Fee Schedule**"), which we may change from time to time. Changes to the Fee Schedule are effective as of the effective date indicated in the posting of the revised Fee Schedule to the Services, and will apply prospectively to any Asset trades or transactions that take place following the effective date of such revised Fee Schedule.
- 9.2. Third-Party Fees.** In addition to the Fees, your External Account may impose fees in connection with your use of your designated External Account via the Services (including without limitation fees collected through a Digital Asset/NFT Account in order to process the requested transaction on the applicable blockchain network). Any fees imposed by your External Account provider will not be reflected on the transaction screens containing information regarding applicable Fees imposed by Payward. You are solely responsible for paying any fees imposed by an External Account provider.
- 9.3. Payment of Fees.** You authorize us, or our designated payment processor, to charge or deduct your Kraken Account Funds for any applicable Fees owed in connection with trades, transactions, and actions you complete via the Services.
- 9.4. Collection-Related Costs.** If you fail to pay Fees or any other amounts owed to Payward under these Terms and Payward refers your account(s) to a third party for collection, then Payward will charge you the lesser of an 18% collection fee or the maximum percentage permitted by applicable law, to cover Payward's collection-related costs.

10. Electronic Notices

- 10.1. Consent to Electronic Delivery.** You agree to receive electronically all communications, agreements, documents, receipts, notices, tax forms (e.g. all forms of IRS Form 1099, including 1099-MISC, 1099-B, 1099-K, 1099-INT, 1099-NEC), and disclosures (collectively, "Communications") that Payward provides in connection with your Kraken Account and/or use of the Payward Services. You agree that Payward may provide these Communications to you by posting them via the Services, by emailing them to you at the email address you provide, and/or by sending an SMS or text message to a mobile phone number that you provide. Your carrier's normal, messaging, data and other rates and fees may apply to any mobile Communications. You should maintain copies of electronic Communications

by printing a paper copy or saving an electronic copy. You may also contact us through support <https://support.kraken.com> to request additional electronic copies of Communications or, for a fee, paper copies of Communications (as described below).

- 10.2. Hardware and Software Requirements.** In order to access and retain electronic Communications, you will need a computer with an Internet connection that has a current web browser with cookies enabled and 128-bit encryption. For certain Communications, such as tax forms we'll need to send to you, you will also need software to view PDF files. You will also need to have a current and valid email address and mobile phone number on file with Payward and have sufficient storage space to save past Communications or an installed printer to print them.
- 10.3. Withdrawal of Consent.** You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to support <https://support.kraken.com>. If you decline or withdraw consent to receive electronic Communications, Payward may suspend or terminate your use of the Services. Additionally, any withdrawal of consent to receive electronic Communications shall act as your affirmation that your street address on file is current and up-to-date, and any Communications we are required to provide to you may be sent in paper form to that physical address subject to the terms of 10.4 below. Unsubscribe requests may take up to 10 business days to process from the date the request is received.
- 10.4. Requesting Paper Copies.** If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 30 days after the date we provided the Communication to you by contacting support <https://support.kraken.com>. In order for us to send paper copies to you, you must have a current street address on file with Payward. Any request for a paper copy of a Communication is limited to that individual piece of Communication and shall not affect your consent to receive all other Communications electronically, as set forth in section 10.1 above. Please note that Kraken operates exclusively online and it is very burdensome for us to produce paper copies of Communications. Therefore, if you request paper copies, you understand and agree that Payward may charge you a processing fee, in the amount described in the [Fee Schedule](#), for each page of Communication requested.
- 10.5. Updating Contact Information.** It is your responsibility to keep your email address, mobile phone number, and street address on file with Payward up to date so that Payward can communicate with you electronically. You understand and agree that if Payward sends you an electronic Communication but you do not receive it because your email address or mobile phone number on file is incorrect or out of date, our ability to contact you at the email address and/or mobile phone number is blocked by your service provider, or you are otherwise unable to receive electronic Communications, Payward will be deemed to have provided the Communication to you whether or not you actually received the Communication. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email

address book, you must add Payward to your email address book so that you will be able to receive the Communications we send to you. You can update your email address, mobile phone number or street address at any time by logging into your Kraken Account or by sending such information to support <https://support.kraken.com>. If your email address or mobile phone number becomes invalid such that electronic Communications sent to you by Payward are returned, Payward may deem your account to be inactive, and you may not be able to complete any transaction via our Services until we receive a valid, working email address or mobile phone number from you.

11. Unclaimed Property

If for any reason Payward is holding Assets in your Kraken Account on your behalf, and Payward is unable to return your Assets to your designated External Account after a period of inactivity, then Payward may report and remit such Assets in accordance with applicable state unclaimed property laws.

12. Acceptable Use

When accessing or using the Services, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while using our Services. Without limiting the generality of the foregoing, you agree that you will not:

Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;

Use our Services to pay for, support or otherwise engage in any illegal gambling activities; fraud; money-laundering; or terrorist activities; or other illegal activities;

Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access our Services or to extract data;

Use or attempt to use another user's account without authorization;

Attempt to circumvent any content filtering techniques we employ, or attempt to access any Services that you are not authorized to access;

Develop any third-party applications that interact with our Services without our prior written consent;

Provide false, inaccurate, or misleading information; or

Encourage or induce any third party to engage in any of the activities prohibited under this Section.

13. Feedback

We will own exclusive rights, including all intellectual property rights, to any feedback, suggestions, ideas or other information or materials regarding Payward or our Services that you provide, whether by email, posting through our Services or otherwise ("Feedback"). Any Feedback you submit is non-confidential and shall become the sole property of Payward. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). Do not send us Feedback if you expect to be paid or want to continue to own or claim rights in them; your idea might be great, but we may have already had the same or a similar idea and we do not want disputes. We can disclose your identity to any third party who is claiming that any content posted by you violates their intellectual property rights, or their right to privacy. We can remove any posting you make on our website if, in our opinion, your post does not comply with Payward's content standards.

14. Copyrights and Other Intellectual Property Rights

The Services and all elements thereof, including, without limitation, their "look and feel", the Payward and Kraken logos and all designs, text, graphics, pictures, information, data, software, sound files, other files, content and materials, and the selection and arrangement thereof (collectively, "**Payward Materials**") are the property of Payward or our licensors or suppliers and are protected by U.S. and international intellectual property rights laws.

Subject to your compliance at all times with these Terms, we hereby grant you a limited, revocable, nonexclusive and non-sublicensable license to access and use, solely on the Services, the Payward Materials for your personal or internal business use of the Services. Such license is subject to these Terms and does not permit (a) any resale of the Payward Materials; (b) the distribution, public performance or public display of any Payward Materials; (c) modifying or otherwise making any derivative uses of the Payward Materials, or any portion thereof; or (d) any use of the Payward Materials other than for their intended purposes. The license granted under this Section will automatically terminate if we suspend or terminate your access to the Services. All rights not expressly granted to you under these Terms are reserved to Payward or our applicable licensor(s) or supplier(s), as applicable.

15. Trademarks

"Payward," "Kraken," the Kraken logo, the Payward logo and any other Payward product or service names, logos or slogans that may appear on our Services are trademarks of Payward, in the United States and in other countries, and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any trademark, product or service name of Payward without our prior written permission, including without limitation any metatags or other "hidden text" utilizing any trademark, product or service name of Payward. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Payward and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned or displayed through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

16. Third-Party Content

In using our Services, you may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook and Twitter links

("Third-Party Content"). We do not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your use of Third-Party Content, and your interactions with third parties, is at your own risk.

17. Suspension; Termination

In the event of any Force Majeure Event (as defined in Section 23.5), breach of these Terms, or any other event that would make provision of the Services commercially unreasonable for Payward, we may, in our discretion and without liability to you, with or without prior notice, suspend your access to all or a portion of our Services. We may terminate your access to the Services in our sole discretion, immediately and without prior notice, and delete or deactivate your Kraken Account and all related information and files in such account without liability to you, including, for instance, in the event that you breach any of these Terms. In the event of termination, Payward will attempt to return any Assets stored in your Kraken Account not otherwise owed to Payward, unless Payward believes you have committed fraud, negligence or other misconduct.

18. Discontinuance of Services

We may, in our sole discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, any portion of our Services.

19. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN THESE TERMS, OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO OUR SERVICES, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN.

YOU ACKNOWLEDGE THAT INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS INCLUDING THIRD PARTY DDOS ATTACKS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH OUR SERVICES.

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this section may not apply to you.

20. Limitation of Liability

(a) EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL PAYWARD, OUR DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE OUR SERVICES OR THE PAYWARD MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM PAYWARD, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION

OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM A FORCE MAJEURE EVENT, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO PAYWARD'S RECORDS, PROGRAMS OR SERVICES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PAYWARD (INCLUDING OUR DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICES OR TO THESE TERMS EXCEED THE FEES PAID BY YOU TO PAYWARD FOR THE APPLICABLE SERVICES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF ANY CLAIM GIVING RISE TO SUCH LIABILITY.

21. Indemnity

You agree to defend, indemnify and hold harmless Payward (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) your use of, or conduct in connection with, our Services; (b) any Feedback you provide; (c) your violation of these Terms; or (d) your violation of any rights of any other person or entity. If you are obligated to indemnify us, we will have the right, in our sole discretion, to control any action or proceeding (at our expense) and determine whether we wish to settle it.

22. Applicable Law; Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and Payward agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.

ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Payward agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Payward shall be sent

to legal@kraken.com. You and Payward further agree: (a) to attempt informal resolution prior

to any demand for arbitration; (b) that any arbitration will occur in San Francisco, California; (c) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and (d) that the state or federal courts in San Francisco, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of the State of California and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Payward will not commence against the other a class action, class arbitration or representative action or proceeding.

23. Miscellaneous

23.1. Entire Agreement; Order of Precedence. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services. These Terms do not alter the terms or conditions of any other electronic or written agreement you may have with Payward for the Services or for any other Payward product or service or otherwise. In the event of any conflict between these Terms and any other agreement you may have with Payward, the terms of that other agreement will control only if these Terms are specifically identified and declared to be overridden by such other agreement.

23.2. Amendment. We reserve the right to make changes or modifications to these Terms from time to time, in our sole discretion, by posting the amended Terms via the applicable Payward websites and mobile applications or by communicating these changes through any written or other contact method we have established with you and updating the "Last Updated" date at the top of these Terms. The amended Terms will be effective immediately thereafter and your use of the Services following the date on which such amended Terms are published will constitute consent to such amendments.

23.3. Waiver. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

23.4. Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

23.5. Force Majeure Events. Payward shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond Payward's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war,

insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction or any other cause beyond Payward's reasonable control (each, a "**Force Majeure Event**").

23.6. Assignment. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Payward, including by operation of law or in connection with any change of control. Payward may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

23.7. Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections.

23.8. Survival. Sections 2 (Eligibility), Section 3 (Kraken Account), 8 (Risk Disclosure), 9 (Fees), 11 (Unclaimed Property), 13 (Feedback), 14 (Copyrights), 15 (Trademarks), 16 (Third-Party Content), 19 (Disclaimer of Warranties), 20 (Limitation of Liability); 21 (Indemnity), 22 (Applicable Law; Arbitration) and this Section 23 (Miscellaneous) shall survive any termination or expiration of these Terms.

23.9. California residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

24. Jurisdiction-specific Legal Disclosures

Payward maintains licenses and registrations in certain jurisdictions to provide you our Services. These licenses or registrations may impact our provision and your use of our services depending on where you live or are domiciled. Information regarding certain of Payward's licenses and registrations, or lack thereof, and corresponding disclosures can be found on the [Kraken Legal Disclosures page](#), which is incorporated into these Terms by reference. By creating a Kraken account, you acknowledge that you have read, understand and agree to those disclosures that are applicable to you.

25. Sanctions and Export Control

25.1. Unless authorized or exempt from regulation, the Services may not be used to deposit, withdraw or conduct trades or transactions in Assets or to engage in any other service by or with: (a) an entity or individual located, organized or resident in a sanctioned jurisdiction (currently, Crimea, Donetsk, Cuba, Iran, Luhansk, North Korea and Syria); (b) an entity or individual on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked

Persons List (“SDN List”) or Consolidated Non-SDN Lists available [here](#), the United Nations (“UN”) Security Council Consolidated List available [here](#), or regional or foreign government watchlists; or (c) an entity directly or indirectly owned or controlled by any person located, organized or resident in a sanctioned jurisdiction or any person listed on the SDN List, Consolidated Non-SDN Lists, the UN Security Council Consolidated List, or regional or foreign government watchlists.

25.2. Payward will hold, reject or block (as appropriate) any deposit, withdrawal, trade or transaction involving sanctioned jurisdictions or persons on the SDN List, Consolidated Non-SDN Lists, UN Security Council Consolidated List, or regional or foreign government watchlists or persons otherwise subject to sanctions. We reserve the right to lock, disable and/or close accounts under review for sanctions compliance violations.

25.3. By using Payward software, you represent and warrant that you are not located in an embargoed country or jurisdiction (currently, Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Sudan and Syria) or on the Office of Foreign Assets Control’s SDN List or the U.S. Department of Commerce’s Entity List available [here](#). You also agree that Payward software will not be used, exported, reexported or transferred for any purpose prohibited by U.S. or local export or import control laws and regulations.

26. Referral Program

Kraken may, from time to time, offer a referral program for users with a current Kraken Account. The terms of any such referral program will be contained on the Kraken.com page for that referral program.

Margin Disclosure Statement

We are furnishing this document to you to provide some basic facts about purchasing digital assets or legal tender on margin, and to alert you to the risks involved with trading assets in a margin account. Before trading assets in a margin account, you should carefully review this margin disclosure statement. Please contact us through support <https://support.kraken.com> regarding any questions or concerns you may have with your margin accounts.

When you purchase digital assets for legal tender or vice versa, you may pay in full with your own funds or by posting assets in your account as collateral, with funds provided by Payward to you pursuant to an extension of margin. If the collateral supporting your extension of margin declines in

value by an amount specified by Payward, you authorize Payward to issue a margin call and/or sell assets in your account, in order to maintain equity in the account that meets or exceeds the minimum maintenance margin requirement.

It is important that you fully understand the unique risks involved in trading assets using extensions of margin before determining whether such trading is appropriate for you. These risks include the following:

Using margin to support spot transactions poses a high degree of financial risk and is not suitable for everyone. The use of leverage can work against you as well as for you and can lead to large losses as well as gains. You should examine your financial objectives, financial resources and risk tolerance to determine whether receiving extensions of margin secured by the assets in your Kraken Account is appropriate for you.

You can rapidly lose all of the funds you deposit for trading and may lose more funds than you deposit in your Kraken account. The prices of digital assets are highly volatile and a decline in the value of assets that are purchased or sold on margin may require you to provide additional funds to us, on short notice or with no notice, to avoid the automatic liquidation of assets in your account(s).

You authorize us to sell assets in your account without further notice to you. If the equity in your account falls below our maintenance margin requirements, you authorize Payward to sell assets in your account to cover the margin deficiency. You will be responsible for any shortfall in the account after such a sale. As Digital Asset markets are open 24 hours a day, 7 days a week, margin calls and liquidations may occur at any time, including outside of normal business hours.

You authorize us to sell your assets without contacting you. Do not mistakenly believe that we must contact you for a margin call to be valid, and that we may not liquidate assets in your account unless we have contacted you first. This is not the case. We will attempt to notify you of margin calls, but we are not required to do so. Moreover, even if we have contacted you and provided a specific date by which you must meet a margin call, we may still immediately sell assets in your account without notice to you and without waiting for the specific date to meet a margin call.

We can increase maintenance margin requirements with advance notice. The maintenance margin requirements may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause us to liquidate or sell assets in your account(s). We are not responsible for delays in the release of funds intended to satisfy the call, including but not limited to internal holds on funds exceeding verification limits, delays in the transfer of funds from external accounts maintained by third-party financial institutions, and failure of proper routing of funds through financial networks. The funds will not count towards meeting the maintenance margin requirements until the funds are released.

You are not entitled to an extension of time on a margin call. While Payward might grant you an extension of time to meet margin requirements under certain conditions, you do not have a right to the extension.

Annex A

ADDENDUM: SYNAPSEPAY TERMS

Electronic Fund Transfers ("EFTs") and Account Balances. By creating a Kraken Account and initiating bank deposits or withdrawals (i.e., EFTs), you agree to the terms of service and privacy policy of our financial software provider, SynapsePay, and SynapsePay financial institution partner's Terms of Service & Privacy Policy (<https://synapsepay.com/legal>) ("SynapsePay TOS") which are incorporated herein by reference. Terms not defined in this section shall be defined in SynapsePay TOS.

The Company has partnered with SynapsePay, a financial services software company, to offer you EFTs. When you create a Kraken Account, you may also be prompted to sign up for a SynapsePay User Account (as defined in SynapsePay TOS). You authorize the Company to share your identity and banking information with SynapsePay to open and support your Kraken Account as further detailed in our Privacy Policy and SynapsePay's Privacy Policy (<https://synapsepay.com/legal>). It is your responsibility to make sure the data you provide us is accurate and complete. Additionally, you are responsible for complying with SynapsePay TOS when using your User Account. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE SYNAPSEPAY TOS, AS IT CONTAINS TERMS AND CONDITIONS RELATING TO YOUR SYNAPSEPAY USER ACCOUNT, INCLUDING BUT NOT LIMITED TO YOUR RIGHTS, LIMITATIONS, REVERSAL AND OTHER LIABILITIES, LIMITATION OF LIABILITY AND BINDING ARBITRATION PROVISIONS.

Annex B

ADDENDUM: Parachain Slot Auction Services

This Annex B (this "Addendum") governs your use of the PSA Services (as defined below). It incorporates by reference and supplements the Terms. You acknowledge and agree that the Terms remain entirely binding and applicable to your use of the PSA Services, including but not limited to Section 8 (Risk Disclosure), Section 9 (Fees), Section 12 (Acceptable Use), Section 17 (Suspension; Termination), Section 18 (Discontinuance of Services), Section 19 (Disclaimer of Warranties), Section 20 (Limitation of Liability), Section 21 (Indemnity), Section 22 (Applicable Law; Arbitration), and Section 23 (Miscellaneous). Capitalized terms used but not defined herein shall have the meanings given to them in the Terms. In the event of a conflict between the Terms and this Addendum with respect to the PSA Services, the terms of this Addendum will control.

1. Definitions.

- (a) “Base Layer Network” means the Polkadot protocol or Kusama protocol, as applicable.
- (b) “Candidate” means a project, network, or developer that bids for a parachain slot in a Parachain Slot Auction by bonding (or permitting others to bond) DOT/KSM to a PSA module.
- (c) “DOT/KSM” means DOT if the auction is on Polkadot or KSM if the auction is on Kusama.
- (d) “Bonded DOT/KSM” means DOT/KSM that is bonded to a PSA module through the PSA Services.
- (e) “Campaign End Date” means the pre-established end date of a Candidate’s campaign to acquire a parachain slot at auction, which may last for one or more sequential auction periods.
- (f) “Expiration Date” means the date that either (i) if the Candidate wins the auction, the Slot Duration ends or (ii) if the Candidate loses the auction, the Campaign End Date is reached.
- (g) “parachain” means an independent cryptographic network that operates ‘on top’ of a Base Layer Network.
- (h) “Parachain Slot Auction” means an auction process, governed by the rules of the applicable Base Layer Network, which allocates available parachain slots.
- (i) “paradrop” means a distribution of Reward Tokens by a Candidate to its Parachain Slot Auction supporters.
- (j) “PSA module” means a module on the Base Layer Network through which DOT/KSM is bonded to support a Candidate’s Parachain Slot Auction bid.
- (k) “PSA Information” has the meaning provided in Section 5(a) of this Addendum.
- (l) “PSA Services” means collectively, the Bonding Services, Paradrop Services, and Unbonding Services (each as defined in Section 3(a) of this Addendum) provided to you at your instruction and in accordance with this Addendum.
- (m) “Reward Tokens” means the native digital assets of a Candidate’s network that are distributed to supporters of the Candidate’s Parachain Slot Auction bid.
- (n) “Slot Duration” means the period of time that a Candidate may utilize a parachain slot upon winning a Parachain Slot Auction.

2. Third Parties and Third Party Products and Services.

- (a) Our obligations under this Addendum are limited to the provision of the PSA Services to you at your risk and in accordance with your instructions. **You acknowledge that we cannot guarantee, nor are we in any way responsible for, the acts or omissions of third parties (e.g., Candidates) or the performance of their products or services (e.g., PSA modules, Base Layer Networks,**

parachain protocols, or PSA Information) that may relate or otherwise be relevant to the PSA Services. Such products and services are made available (directly or indirectly) by such third parties, and we do not make any express or implied warranties or conditions, including quality, merchantability, fitness for a particular purpose, title and non- infringement. By agreeing to this Addendum, you expressly agree that we shall not be held liable for (and you expressly assume the risk of) any matters arising out of or relating to the actions and omissions of such third parties or their products and services. These matters may relate (but are not limited) to:

Any aspect of the Parachain Slot Auction process (e.g., its operation, outcomes, or functionality);

Any aspect of a Candidate's Parachain Slot Auction bid (e.g., its success or failure, or whether the corresponding parachain network will be launched, functional, or deemed satisfactory or successful);

The amount, functionality, value, or date of delivery of Reward Tokens (if any); and Your ability to reclaim Bonded DOT/KSM at any particular time or at all.

(b) This Section 2 applies to all claims irrespective of the cause of action underlying the claim, including but not limited to breach of contract (even if in the nature of a breach of condition or a fundamental term or a fundamental breach) and tort (including but not limited to negligence or misrepresentation).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations of this section may not apply to you.

(c) This Section 2 applies even where it would otherwise conflict with any other provision of this Addendum.

3. The PSA Services.

(a) *General.* Subject to the terms and conditions of this Addendum, Payward Trading Ltd., a British Virgin Islands company ("Payward Trading") may, at its discretion, facilitate your ability to: (i) participate in a Parachain Slot Auction by bonding the DOT/KSM in your Kraken Account, as applicable, to a PSA module in support of a particular Candidate's bid ("Bonding Services"); (ii) receive Reward Tokens distributed by a winning Candidate in recognition of your support of such Candidate's bid and credit them to your Kraken Account ("Paradrop Services"); and (iii) following a PSA module Expiration Date, claim the DOT/KSM previously bonded to a PSA module ("Unbonding Services" and, together with Bonding Services and Paradrop Services, the "PSA Services"). Payward Trading may perform any or all of the PSA Services directly or through one or more service provider(s), in which case, your authorization and instruction extends to such service provider(s). For clarity, the PSA Services are "Services," as defined in the Terms.

(b) *Bonding Services.*

By submitting a request to support a Candidate's bid through the Services, you authorize and instruct Payward Trading to bond the amount of DOT/KSM instructed by you to the PSA module corresponding to that Candidate.

Payward Trading will not be able to attempt to unbond Bonded DOT/KSM prior to its Expiration Date.

You may not transfer, stake, withdraw, trade, bond in other Parachain Slot Auctions or otherwise use your Bonded DOT/KSM until the Expiration Date is reached and Payward

Trading claims the assets on your behalf and at your instruction through the Unbonding Services.

(c) *Paradrop Services.*

Candidates may offer supporters who bond DOT/KSM to the Candidate's PSA module an amount of Reward Tokens. By electing to use the Bonding Services, you irrevocably authorize and instruct Payward Trading to receive any corresponding Reward Tokens on your behalf. In the event of any such receipt, you hereby authorize and instruct Payward Trading, and Payward Trading agrees, to use commercially reasonable efforts to credit them to your Kraken Account on the basis that we describe (i.e., not via PSA Information) through the Services.

The Paradrop Services are limited to claims of the specific Reward Token in accordance with the terms of this Addendum. You do not instruct us, and we have no obligation and make no commitment, to claim any other asset, reward or benefit on your behalf. We also have no obligation, and make no commitment, to facilitate the listing of any Reward Tokens on the Kraken exchange at any time or in any particular jurisdiction.

Payward Trading may withhold and report any tax as required by any applicable law.

(d) *Unbonding Services.* By electing to use the Bonding Services, you irrevocably authorize and instruct Payward Trading, and Payward Trading agrees, to use commercially reasonable efforts following an applicable Expiration Date to claim your previously Bonded DOT/KSM from the corresponding PSA module on your behalf and credit it to your Kraken Account on the basis that we describe (i.e., not via PSA Information) through the Services.

(e) *Ownership.* During a Parachain Slot Auction, DOT/KSM holders may bond their cryptocurrency (Bonded DOT/KSM) to support the project that they believe should receive a parachain slot. In return, the project may commit to airdrop Rewards Tokens (i.e., a paradrop) to their supporters. During such bonding period, you retain ownership of the Bonded DOT/KSM and such Bonded DOT/KSM shall remain property of you when bonded. However, for the avoidance of doubt such ownership may be subject to certain additional terms and conditions as amended from time to time, including without limitation the terms and conditions of your smart contract with the Candidate, Parachain Slot Auction, and Base Layer Network.

4. Eligibility.

You may only use the PSA Services if (i) you fulfill the eligibility criteria of the Terms and (ii) your use of the PSA Services is not prohibited by applicable laws or regulations of the jurisdiction of

your residence. Although Payward Trading reserves the right to impose additional eligibility criteria on clients' use of the PSA Services, which may be described through the Services, these additional restrictions supplement but do not supersede the requirements of the preceding sentence.

5. No Advice, Recommendations, Endorsements, or Guarantees. Without limiting Section 2 of this Addendum:

(a) In connection with the PSA Services, we may make available to you, for your convenience, certain third party information ("PSA Information"). PSA Information includes, without limitation, information relating to any Base Layer Network, parachain, Parachain Slot Auctions and related processes, one or more Candidates, the terms offered by such Candidates (e.g., the Expiration Date of a PSA module, the amount and dates of Reward Tokens to be distributed by Candidates, and other information regarding Candidates' anticipated parachain network or Reward Tokens). All PSA Information, wherever and however provided, is Third Party Content for purposes of the Terms.

(b) You acknowledge and accept that: (i) we do not guarantee the timeliness, sequence, accuracy, completeness, reliability, or content of PSA Information or related information (e.g., messages disseminated by any Candidate); (ii) PSA Information may be misleading and subject to change, so you should not (and will not) rely on it for any reason; and (iii) all PSA Information is made available by us on an "as-is" basis, without endorsement, as we undertake no duty to investigate the merits or accuracy of any PSA Information, and have no obligation to (and may not) vet any such information.

(c) For each Parachain Slot Auction, we will only be able to support certain Candidates through the PSA Services. This limitation is based on a number of factors and constraints internal to us, and should in no way be interpreted as any form of advice, recommendation, endorsement or guarantee regarding any Candidate, supported or not, the merits of any proposed parachain network or Reward Tokens, or the accuracy or reliability of any claims or information provided by or regarding any of the foregoing.

(d) We do not endorse or recommend Parachain Slot Auctions. We do not and cannot guarantee the outcome of any Parachain Slot Auction or your participation in them. We make no representation or warranty, express or implied, to the full extent not prohibited by applicable law, regarding whether your use of the PSA Services is suitable for you.

6. Relationships.

(a) *You and Us.* We do not act in any fiduciary or advisory capacity to you in connection with the PSA Services, and nothing in this Addendum shall be deemed or is intended to be deemed, nor shall it cause, any fiduciary or advisory relationship between you and us to exist. We are not your bank, broker-dealer, tax advisor, or investment adviser and we do not offer these or any related services to you in connection with the PSA Services.

(b) *Candidates, You and Us.* We do not oversee any Candidate's performance or punctuality, and we have no obligation to investigate, participate, or become involved in any dispute between you and a

Candidate. If you experience a problem with a Candidate in connection with the PSA Services, you must resolve the dispute directly with the Candidate. You agree to defend, indemnify and hold harmless Payward (and each of our officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising from or relating to such disputes.

7. Risks.

Your access and use of the PSA Services is at your own risk. You represent, warrant, and agree that, prior to using the PSA Services, you will have read our [Parachain Slot Auction Risk Disclosure Statement](#), understand the risks involved with participating in Parachain Slot Auctions, and determined that using the PSA Services is appropriate for you.

8. Fees.

Kraken may charge you fees in connection with your use of the PSA Services. Such fees will be disclosed to you through the Services, and are subject to change from time to time.

9. Effectiveness.

Notwithstanding any other provision in the Terms, your use of the PSA Services confirms that you have read, understand, and accept all of the terms and conditions in this Addendum, which shall be effective as of the date you use the PSA Services. If you do not agree to these terms, you must not access or use the PSA Services.

Annex C

ADDENDUM: On-Chain Staking Services

1.1. General. Payward Commercial Ltd. a British Virgin Islands incorporated company with a registered address of c/o SHRM Trustees (BVI) Limited, PO BOX 4301, Road Town, Tortola, British Virgin Islands, provides Kraken users residing outside the United States with the option to use its Information Technology Service, ("**On-Chain-Staking Services**"), subject to the terms and conditions of this Annex C (this "**Addendum**"). These on-chain staking services, as made available by Payward Commercial Ltd., may be offered to Kraken users that fulfill the eligibility criteria in the Terms of Service. Payward Commercial Ltd. may perform any or all of the Services described in this Addendum directly or through one or more service provider(s). This Addendum incorporates by reference and supplements the Terms of Service (the "**Terms**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Terms. In the event of a conflict between the Terms and this Addendum with respect to staking, the terms of this Addendum will control.

On-Chain Staking Services. When you buy or hold one of the Digital Assets eligible for staking (the “**Supported Tokens**”), you are consenting to such Supported Tokens participating in the On-Chain Staking Services. You retain ownership of the Supported Tokens and such Supported Tokens shall remain property of you when staked under the terms of this Addendum. Please refer to your Kraken Account for further information regarding the On-Chain Staking Services. Section 6.7 of the Terms, which applies to Digital Assets, also applies to Supported Tokens addressed in this paragraph.

1.2. Opting into On-Chain Staking Services & On-Chain Staking Reward Terms. In order to use the On-Chain Staking Services, you must opt-in by selecting the Supported Tokens to stake from your Kraken Account. By opting-in a portion or your entire balance of Supported Tokens, Payward Commercial Ltd. shall remit to you the applicable percentage of staking rewards received from the Supported Token protocol attributable to your staked Supported Tokens (“**Staking Rewards**”) as detailed in your Kraken Account. The applicable percentage and timing of such remittances will: (i) be determined by Payward Commercial Ltd. in its sole discretion; (ii) be subject to Payward Commercial Ltd’s staking fee; (iii) vary by the Supported Token protocol; and (iv) be further detailed in your Kraken Account. **You agree and understand that Payward Commercial Ltd. does not guarantee that you will receive Staking Rewards and that the applicable percentage (i) is an estimate only and not guaranteed, (ii) may change at any time in Payward Commercial Ltd’s sole discretion, and (iii) may be more or less than the actual staking rewards Payward Commercial Ltd. receives from the Supported Token protocol.** When you elect to participate in Bonded Staking, you are instructing Payward Commercial Ltd. to commit the token to the relevant blockchain’s unbonding period and you will not be able to access your tokens during the specified period after you elect to un stake.

1.3. Slashing Penalty. A determination by the Supported Token protocol that the On-Chain Staking Service has been erroneously operated may result in a “slashing penalty” and non- payment of the applicable Staking Rewards by the Supported Token protocol. Payward Commercial Ltd. agrees to compensate you for any slashing penalties to the extent such penalties are not a result of (i) your acts or omissions, (ii) Supported Token maintenance, bugs, or errors, (iii) acts by a hacker or other malicious actor, or (iv) Force Majeure Events.

1.4. No Guarantee of On-Chain Staking Services. While Payward Commercial Ltd. employs measures to ensure that the On-Chain Staking Services are accessible 24 hours a day and 7 days a week, Payward Commercial Ltd. cannot guarantee uninterrupted or error-free operation of the On-Chain Staking Services or that Payward Commercial Ltd. will correct all defects or prevent third-party disruptions or unauthorized third party access. In the event of such disruptions, any staked Supported Tokens may not be generating the Staking Rewards.

ADDENDUM: Opt-In Rewards

Payward Trading Ltd, a British Virgin Islands company provides **eligible Kraken users** the option to use an Information Technology Service to contribute and earn rewards on eligible, available and idle account balances you otherwise maintain in your Kraken Account (the “Opt-In Rewards Program”) subject to the terms and conditions of this Annex D (this “Addendum”).

This Addendum incorporates by reference and supplements the Terms of Service (the “Terms”). Capitalized terms used but not defined herein shall have the meanings given to them in the Terms. In the event of a conflict between the Terms and this Addendum with respect to the Opt-In Rewards Program, the terms of this Addendum will control.

NO KRAKEN ENTITY IS A BANK OR OTHER DEPOSITORY INSTITUTION. YOUR KRAKEN ACCOUNT IS NOT A DEPOSIT ACCOUNT OR A BANK ACCOUNT. THE OPT-IN REWARDS PROGRAM IS NOT A DEPOSITORY OR BANK PROGRAM. NEITHER YOUR KRAKEN ACCOUNT NOR OPT-IN ASSETS (AS DEFINED HEREIN) ARE COVERED BY INSURANCE AGAINST LOSSES OR SUBJECT TO FEDERAL DEPOSIT INSURANCE CORPORATION (“FDIC”) OR SECURITIES INVESTOR PROTECTION CORPORATION (“SIPC”) PROTECTIONS OR THE PROTECTIONS OF ANY COMPARABLE ORGANIZATION ANYWHERE IN THE WORLD.

1. The Opt-In Rewards Program.

(a) *The Program.* The Opt-In Rewards Program allows (i) Kraken or a third party acting on Kraken’s behalf to use Supported Coins and (ii) eligible Kraken clients to opt-in to receive rewards for contributing Supported Coins for such use. The Opt-In Rewards Program allows you to contribute Available Assets (as defined herein) to us in exchange for the opportunity to earn Rewards (as defined herein).

(b) *Eligible Assets.* A list of assets that are currently eligible for use in the Opt-In Rewards Program is available at [https://support.kraken.com/hc/en-us/articles/360044886311- Overview-of-Opt-In-Rewards-on-Kraken](https://support.kraken.com/hc/en-us/articles/360044886311-Overview-of-Opt-In-Rewards-on-Kraken) (each an “Eligible Asset” and collectively, “Eligible Assets”). We may decide to add or remove assets from the list of Eligible Assets at any time in our sole discretion.

(c) *Eligible participants.* The Opt-In Rewards Program may be made available by Kraken to users who fulfill the eligibility criteria of the Terms; provided, however, that you may not use the Opt-In Rewards Program if you are located in or a national or resident of any jurisdiction in which Kraken is not authorized to provide the Opt-In Rewards Program; or any jurisdiction where your use of the Opt-In Rewards Program would be illegal or otherwise violate any applicable law or regulation of that jurisdiction (each of the above locations, a “Restricted Jurisdiction”).

KRAKEN MAKES NO REPRESENTATION OR WARRANTY THAT THE OPT-IN REWARDS PROGRAM IS APPROPRIATE FOR USE IN ALL LOCATIONS, OR THAT THE TRANSACTIONS AND SERVICES DESCRIBED HEREIN ARE AVAILABLE OR APPROPRIATE FOR ENTRY INTO OR USE IN ALL JURISDICTIONS OR BY ALL PARTIES. YOU SHOULD INFORM YOURSELF AS

TO THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF USING THE OPT-IN REWARDS PROGRAM WITHIN ALL JURISDICTIONS APPLICABLE TO YOU. KRAKEN IS NOT RESPONSIBLE FOR TAX CONSEQUENCES TO YOU OF PARTICIPATING IN THE OPT-IN REWARDS PROGRAM.

2. Contributions.

(a) You may contribute Available Assets to the Opt-In Rewards Program by selecting the amount and type of Available Assets you wish to contribute from your Kraken Account.

(b) You agree to only contribute Eligible Assets to the Opt-In Rewards Program that comprise available and idle account balances that you initially deposited into your Kraken Account for the purpose of trading Legal Tender and Digital Assets on the Kraken exchange and not for participation in the Opt-In Rewards Program (such as Eligible Assets, "Available Assets").

(c) Assets you contribute to the Opt-In Rewards Program ("Opt-In Assets") will be treated as received when displayed as such on the Kraken website; provided, that we reserve the right to: (i) reject or remove any contribution from the program; (ii) establish minimum or maximum contribution amounts; or (iii) return any Opt-In Assets, at any time and in our sole discretion. In the event we elect to return Opt-In Assets to you pursuant to this Section 2(c), you agree to promptly Opt-Out (as defined herein) the assets and to undertake any other actions we reasonably request in order to facilitate that return. You may not transfer Opt-In Assets or any interest in Opt-In Assets prior to Opt-Out of those assets.

(d) You remain the lawful and beneficial owner of Opt-In Assets and the beneficial owner of additional assets resulting from any applicable (i) network fork that is supported by Kraken and (ii) airdrop or similar distribution of Digital Assets that is supported by Kraken; provided, that Kraken retains sole discretion and has no obligation to support any particular forks, airdrops or similar distribution and such support remains in all instances subject to the Terms. Section 6.7 of the Terms, which applies to Digital Assets, also applies to Opt-In Assets and Digital Assets addressed in this paragraph.

3. Rewards.

(a) You may earn rewards on Opt-In Assets ("Rewards"). Rewards are not guaranteed, and the rates and timing of Rewards may vary.

(b) Rewards, if any, will be paid to you by Payward Trading Ltd., and shall be subject to tax withholding and reporting as required by applicable law.

(c) Reward rates will be determined in our sole discretion based on the type of Opt-In Asset, market conditions and risk factors. Such rates have no relationship to and may not be competitive with benchmark interest rates observed in the market for bank deposit accounts.

(d) We may make available anticipated Reward rates and payment schedules from time to time on or through the Services ("Anticipated Rates"). Anticipated Rates are forward-looking statements that

reflect current expectations regarding future events, involve significant risks and uncertainties, should not be read as guarantees of future performance or results and will not necessarily be accurate indications of whether or not such performance or results will be achieved. Forward-looking statements are in no way a form of advice, solicitation or offering of or for the Opt-In Rewards Program and should not be interpreted as such.

(e) All Rewards will be (i) paid to your Kraken Account in the same asset as the applicable Opt-In Asset, then (ii) automatically contributed to the Opt-In Rewards Program, whereupon they will be eligible to earn Rewards. In this manner, Rewards may be described as “compounding.”

(f) Rewards will be calculated and paid with the decimal precision described at <https://support.kraken.com/hc/en-us/articles/360044886311-Overview-of-Opt-In-Rewards-on-Kraken>, as may be updated by us from time to time in our sole discretion.

4. Opt-Out.

(a) You may request a complete or partial return of your Opt-In Assets (“Opt-Out”) at any time. Upon receipt of your request, we will initiate the Opt-Out process instantly when practicable; provided, that we may require up to seven days after you submit your request to Opt-Out to process the transaction. Opt-Out limits based on frequency or volume may apply from time to time and will be described on or through the Services.

(b) You must Opt-Out of contributed Assets before you will be able to push those Funds to an External Account.

5. Our use of Contributed Assets.

You grant us the right, to the fullest extent that we may effectively do so under applicable law and without further notice to you, to utilize or not utilize Opt-In Assets in our sole discretion; provided, that the quantity and type of your Opt-In Assets will be returned to you when you Opt-Out in accordance with the terms of this Addendum.

6. Risks.

The Opt-In Rewards Program is risky. Before participating in the Opt-In Rewards Program, it is important to understand its specific and unique risks. The Opt-In Rewards Program is not for everyone. You should examine your objectives, financial resources and risk tolerance to determine whether contributing Funds to the Opt-In Rewards Program is appropriate for you. Some, but not all, of the risks and uncertainties associated with the Opt-In Rewards Program are:

(a) No Kraken entity is or is regulated as a bank or other depository institution. Your Kraken Account is not a deposit account or a bank account. The Opt-In Rewards Program is not a depository or bank program. Opt-In Assets are not covered by insurance against losses or subject to FDIC or SIPC protections or the protections of any comparable organization anywhere in the world.

(b) Kraken does not offer securities services, is not registered under the securities laws of any jurisdiction and the provision of the Opt-In Rewards Program has not been and will not be registered under the securities laws of any jurisdiction or otherwise approved by securities regulators in any jurisdiction.

(c) Legislative and regulatory changes or actions at the state, federal or international level may adversely affect: (i) the use, transfer, and value of Opt-In Assets; (ii) the operations and profitability of the Opt-In Rewards Program; (iii) the tax treatment of the Opt-In Rewards Program; and (iv) your ability to Opt-Out Assets in a timely manner or at all.

(d) Rewards for Opt-In Assets are not guaranteed, and we reserve the right to adjust Reward rates in our sole discretion.

7. Fees.

We reserve the right to charge you fees in connection with your participation in the Opt-In Rewards Program. A schedule of these fees, if any, will be made available on or through the Services (“Fees”). Fees are subject to change, at our sole discretion, and you are solely responsible for accessing the fee schedule prior to participating in the Opt-In Rewards Program.

8. Representations and Warranties.

You represent and warrant that, as of the Effective Date and as of any date thereafter that you contribute Funds to the Opt-In Rewards Program:

(a) You have full power and authority to agree to this Addendum and, in doing so, will not violate any other agreement to which you are a party;

(b) The provisions of this Addendum constitute legal, valid and binding obligations enforceable against you in accordance with its terms;

(c) You are eligible to participate in the Opt-In Rewards Program as provided in Section 1(c);

(d) You do not reside in and are not a citizen of a Restricted Jurisdiction;

(e) You were not, in any manner or form, solicited to participate in the Opt-In Rewards Program prior to (i) your creation of a Kraken Account or (ii) your election to participate in the Opt-In Rewards Program;

(f) All assets you will contribute to the Opt-In Rewards Program are Available Assets;

(g) You: (i) have read and understand this Addendum in its entirety; (ii) acknowledge and accept the risks associated with participating in the Opt-In Rewards Program, including those risks described in Section 6; and (iii) were given the opportunity to ask questions of and receive answers from us concerning the terms and conditions of the Opt-In Rewards Program prior to participating or agreeing

to participate; and

(h) All representations and warranties you made upon your acceptance of the Terms were and remain true and complete.

9. No advice; Independent relationship.

(a) Without limiting anything in the Terms, Kraken makes no representation or warranty, express or implied, to the full extent not prohibited by applicable law, regarding the advisability of your participation in the Opt-In Rewards Program. Neither Kraken, nor any of its respective officers, directors, employees and affiliates is providing advice, including legal, financial, investment or tax advice, in connection with the Opt-In Rewards Program or your determination to participate in it.

(b) Nothing in this Addendum shall be deemed or is intended to be deemed, nor shall it cause, you and Kraken to be treated as partners, joint venturers, or otherwise as joint associates for profit. Kraken in no way acts in any fiduciary capacity or advisory capacity to you and nothing in this Addendum shall be deemed or is intended to be deemed, nor shall it cause, any fiduciary or advisory relationship between you and us to exist.

Annex E

ADDENDUM: Instant Buy/Sell Services (“Instant Buy/Sell Addendum”)

1.1 General. Kraken may make the Instant Buy/Sell Services, which include the order types in this Instant Buy/Sell Addendum, available to users that meet the eligibility criteria in the Terms of Service. Your use of the Instant Buy/Sell Services, confirms that you have read, understand, and accept all of the terms in this Instant Buy/Sell Addendum. This Instant Buy/Sell Addendum is subject to the full Terms of Service, including the ACH & CC Addendum (Annex F), as they may be updated from time to time.

1.2 Instant Buy/Sell Services. You may use the Instant Buy/Sell Services to buy, sell, or convert between Digital Assets and/or Legal Tender. Your use of the Instant Buy/Sell Services must comply with the relevant instructions on the Kraken platform.

1.3 Transaction Price. You will be presented with a price valid only during a specific time period when initiating a transaction. Kraken may cancel any transaction not confirmed by you within the time period.

1.4 Fees. Transactions using the Instant Buy/Sell Services are subject to fees and you understand that applicable transaction fees may change. Our current fees can be found in the [Fee Schedule](#) under the Instant Buy tab. You are presented with the applicable fees charged by us before entering into the transaction. Your confirmation of the transaction constitutes agreement to pay all such

applicable fees. You will not be charged any such fees in the unlikely event your transaction is rejected.

Your payment provider may charge additional fees in conjunction with your transaction, however we do not know the fees charged by your payment provider. You understand and agree that you are fully responsible for your payment providers' fees for all transactions.

1.5 No Guarantee of Instant Buy/Sell Services. While Kraken employs measures to ensure that the Instant Buy/Sell Services are accessible 24 hours a day and 7 days a week, Kraken cannot guarantee uninterrupted or error-free operation of the Instant Buy/Sell Services or that Kraken will correct all defects or prevent third-party disruptions or unauthorized third party access. Kraken may at its sole discretion reject any pending transaction, whether confirmed by the user or not, in the event of such disruptions. Kraken bears no liability for rejecting an Instant Buy/Sell transaction.

If Kraken cannot complete your transaction for any reason (such as price movement, failure of the Kraken platform to respond, or an order exceeding the minimum or maximum order size), Kraken may reject the order and notify you of such rejection. Kraken bears no liability for rejecting an Instant Buy/Sell transaction.

1.6 Payment Methods. If you select a credit card or wallet as your payment method for any Instant Buy/Sell Services, and such transaction falls on a weekend or holiday, or after business hours, the debit may be executed on the next business day, although the transaction fees at the time of the transaction will apply. If your payment method fails we will notify you of cancellation of the transaction and may use the remedies set forth in the Terms, including any applicable addendum, to recover any amount owed to Kraken. You agree to keep your payment method updated as long as you have any active or scheduled transactions as part of the Instant Buy/Sell Services, including any recurring or custom order transactions. Kraken may, at any time and without liability: (i) suspend, or delay any transaction offered as an Instant Buy/Sell Service, including any recurring or custom order transactions, without notice; and (ii) terminate any transaction offered as an Instant Buy/Sell Service by providing notice to you, unless such notice is prohibited by law.

1.7 Custom Order Transactions. While Kraken will attempt to fulfill custom orders at the chosen price once the custom order is triggered, there is no guarantee that the order will execute at the price chosen in the custom order and the custom order may not execute immediately after the custom order is triggered.

If you initiate custom order transactions, you authorize us to initiate the elected custom order electronic purchase or sale using Funds in accordance with your selected custom order and any corresponding payment accounts, if applicable. This authorization will remain in full force and effect until you cancel the custom order, the custom order is executed, or Kraken rejects the custom order per Section 1.5 above. Changes in your custom order settings may take up to one day to become effective.

1.8 Recurring Transactions. If you initiate recurring transactions, you authorize us to initiate

recurring electronic purchases or sales using Funds in accordance with your selected transaction and any corresponding payment accounts, if applicable. This authorization will remain in full force and effect until you change your recurring transaction setting in your account settings, under “Recurring Orders” on your account screen. You may cancel any future recurring charges that you schedule in your Kraken Account at least one business day prior to the date of the next scheduled transaction as changes in your recurring transaction settings may take up to one day. Cancellations placed less than 1 day prior may not be honored. Your recurring transactions will occur based on your period selection (e.g., daily, weekly, bi-weekly, monthly), until you or Kraken cancels the recurring transaction pursuant to these Terms. Recurring transactions scheduled for the 29th, 30th, or 31st day of a month will be processed the earlier of the date scheduled or on the last day of the applicable month. For example, recurring transactions scheduled for the 31st will be processed on the 30th in April, June, September, and November. We will attempt to execute your recurring transaction on the day that you select, however transaction times may vary. You understand and agree that the amount of any digital asset you purchase or sell in each recurring transaction will depend on the market price at the time of the transaction and will only be determined once the transaction is executed. You should regularly check the status of your recurring transactions. Kraken will not verify the information or details of your recurring transactions. You agree that the information and details of your recurring transactions as provided by you are accurate and complete and as such may be treated and acted upon by Kraken.

Annex F

ADDENDUM: ACH & Credit Card Funding Methods (the “ACH and CC Addendum”)

1.1 “Verified External Account” means any account other than your Kraken Account(s) of which you are the beneficial owner. This includes, but is not limited to, payment service accounts, deposit or checking accounts maintained by financial institutions, or Digital

Asset/NFT Accounts, of which you are the owner. Verified External Accounts may be used to make deposits into your Kraken Account, or to withdraw Assets from your Kraken Account. Periodically, we may require you to verify that your account complies with any and all Kraken AML/KYC requirements. You authorize Kraken to initiate debits and credits on Verified External Accounts that you connect to your Kraken Account.

1.2 General. Kraken may permit you to fund your Kraken Account or directly purchase Digital Assets or NFTs using ACH and/or a credit card. Your funding of your Kraken Account by ACH and/or credit card or use of ACH and/or credit card to purchase a Digital Asset or NFT, confirms that you have read, understand, and accept all of the terms in this ACH and CC Addendum. This ACH and CC Addendum is subject to the terms and conditions, as they may be updated from time to time, set forth in the Terms of Service.

1.3 ACH Funding Method. You may fund your Kraken Account or directly purchase Digital Assets or NFTs from a Verified External Account using ACH. Your use of the ACH funding method must comply with any instructions presented to you on the Kraken platform. Your linked account will be debited when you initiate payment. Your Kraken Account may not, however, reflect credit immediately after you initiate payment.

ACH transfers may be delayed. A contracted third party processor or Kraken may reject the ACH transfer. Kraken is not liable for any delayed or rejected ACH transfer. Funding by ACH is subject to all terms and conditions set forth by your financial institution, and you may incur fees that are charged by your financial institution in conjunction with such funding.

1.4 Credit Card Funding Method. You may fund your Kraken Account or directly purchase Digital Assets or NFTs from a Verified External Account using a credit card. Your use of the credit card funding method must comply with any instructions presented to you on the Kraken exchange. Your credit card payments may be delayed, or rejected. Delay may occur from, among other things, payment processing timing issues; your credit card company, a third party processor or Kraken may reject your credit card payment. It is your responsibility to monitor your Kraken account in respect of credit card funding. Kraken will not be liable to you for any losses, fees or charges in connection with use of the Credit Card Funding Method. Funding by credit card is, in addition to the terms set forth herein, subject to any applicable terms set forth in your credit card agreement, which may include fees charged by your credit card in conjunction with such funding.

You are liable for any credited amounts in case of a chargeback. If you have set up recurring payments, you irrevocably waive the right to obtain pre-notifications before payments are made. If payment is not possible (e.g., your credit card company declines or rejects the payment), or a chargeback occurs, you will bear any resulting costs (including the original chargeback amount) and you authorize Kraken to execute the payment again at a later time. Each attempted execution is subject to the fees set forth in Section 9 of the Terms of Service. You authorize and grant Kraken the right to deduct costs and fees directly from any assets in your Kraken account without notice.

1.5 Withdrawals. Kraken reserves the right to require that your Kraken Account holds sufficient

Funds to cover 1:1 any deposit or Digital Asset or NFT purchase using ACH or credit card for 120 days post deposit (“Unsecured Deposit Hold”). Your Kraken Account will indicate if such Unsecured Deposit Hold is required. We may permit you to use such Funds to buy, sell, or trade, or in connection with Margin Trading, but you may not withdraw such Funds prior to the resolution of the Unsecured Deposit Hold.

1.6 Plaid ACH Funding. If you are based in the United States, you agree that, if applicable, with your prior authorization, Kraken may use Plaid, Inc. (“Plaid”) to connect your Kraken Account with your bank account (each bank account connected being a Verified External Account). You are able to connect your Kraken Account to your bank account via Plaid on the “Funding” page of our website. Your authorization to initiate debits and credits on bank account(s) that you have connected on the “Funding” page of our website will remain in full force and effect until you terminate the authorization by deleting your bank account from the “manage deposit accounts” section of the “Funding” page of our website.

It is your responsibility to verify your bank account, and confirm adequate funds are available prior to approving a transaction. Information you share with Plaid is treated in accordance with its End User Privacy Policy, available at <https://plaid.com/legal/#end-user-privacy-policy> (“Plaid’s Privacy Policy”). You agree that the terms and conditions of Plaid’s Privacy Policy will govern Plaid’s use of such information, and by using Plaid you agree to the terms and conditions of Plaid’s Privacy Policy. You expressly grant Plaid the right, power, and authority to access and transmit your information as reasonably necessary for Plaid to provide its services to you in connection with your use of the Kraken Exchange.

Annex G

ADDENDUM: NFT SERVICES

This Annex G (this “Addendum”) sets forth additional terms governing your use of the NFT Services (as defined herein). It incorporates by reference and supplements the Terms of Service (the “Terms”).

You acknowledge and agree that the Terms are and remain entirely binding on you and applicable to your use of the NFT Services. Capitalized terms used but not defined herein shall have the meanings given to them in the Terms. In the event of a conflict between the Terms and this Addendum with respect to the NFT Services, the terms of this Addendum will control.

KRAKEN MAKES NO REPRESENTATION OR WARRANTY THAT THE NFT SERVICES ARE APPROPRIATE FOR USE IN ALL LOCATIONS, OR THAT THE TRANSACTIONS AND SERVICES DESCRIBED HEREIN ARE AVAILABLE OR APPROPRIATE FOR ENTRY INTO OR USE IN ALL JURISDICTIONS OR BY ALL PARTIES. YOU SHOULD INFORM YOURSELF AS TO

THE LEGAL REQUIREMENTS AND TAX CONSEQUENCES OF USING THE NFT SERVICES WITHIN ALL JURISDICTIONS APPLICABLE TO YOU. KRAKEN IS NOT RESPONSIBLE FOR TAX CONSEQUENCES TO YOU OF PARTICIPATING IN THE NFT SERVICES.

1. The NFT Services. The “NFT Services” refers to the platform through which Kraken may provide the ability to view, search, explore, collect, showcase, bid on, offer, trade, buy, sell, transfer, and/or otherwise interact with NFTs, subject to the terms and conditions of this Annex G (this “Addendum”). For the avoidance of doubt, the NFT Services are “Services” under the Terms and are offered to you by Payward Trading Ltd., a British Virgin Islands company.

2. Search, Rankings, Rarity Scores and Other Information.

(a) *Search and sorting.* As part of the NFT Services, you may utilize Kraken’s various search and sorting functionalities to explore different NFTs, NFT creators, and collections of NFTs. Kraken may implement parameters that affect search and sort results; accordingly, a particular NFT listing may not appear in some search and browse results regardless of the search inquiry or sort option(s) chosen by the user. We reserve the right to adjust these search and sorting parameters at any time in our sole discretion, without notice, including, without limitation, through automated means.

(b) *Rarity scores and rankings.* The NFT Services may provide proprietary generated rarity scores and rankings of NFTs. We do not make any guarantees or warranties regarding the accuracy, consistency, or value of any of the scores or rankings on the NFT Services, all of which are subject to the disclaimers set forth in Section 9 of this Addendum. Rarity rankings are inherently subjective and are not intended to be statements of fact. We reserve the right to change, adjust and/or remove the scores and rankings at any time in our sole discretion, without notice, including, without limitation, through automated means. You agree not to use any of the rarity scores or rankings outside of the NFT Services.

(c) *Other information.* The NFT Services help you explore NFTs created by third parties using a number of different blockchains. Through these NFT Services, you may view descriptive, illustrative and other information about NFTs and the content associated with those NFTs. That information is, or is based on, information provided by third parties. You acknowledge and agree that (i) Kraken does not make any representations or warranties about this information (including, without limitation, the correctness, completeness, reliability or content of such information), which is not intended to and shall not be relied on, and which may be inaccurate and subject to change, and (ii) this information is made available by us on an “as is” basis, without endorsement or verification, and we undertake no obligation to (and may not) investigate the merits or accuracy of it.

3. User Content; Profile, Display, and Licensing.

(a) *User Content.* The NFT Services may allow (i) NFT collectors and other users to post certain information about themselves or their NFTs, link to other websites, and display NFTs

they own and the content and data linked to or associated therewith, including any data, text, images, audio, video, document, file or other material linked to or associated with such NFTs (collectively, “Collector Content”), and (ii) artists or creators of NFTs (“Creators”) to post information about themselves or their NFTs, link to other websites, and display their NFT creations and content and data linked to or associated therewith, including any data, text, images, audio, video, document, file or other material linked to or associated with such NFTs (“Creator Content” and, collectively with Collector Content, “User Content”).

(b) *Responsibility for User Content.* You understand and agree that you are solely responsible for any User Content you submit, post, upload, provide, contribute, and/or authorize and/or instruct us to post or make available through the NFT Services (“User Submitted Content”) and that you, not Kraken, have full responsibility for such User Submitted Content, including its legality, reliability, accuracy, and appropriateness. Without limitation, you represent, warrant and covenant that (i) you currently, and at all times during which your User Submitted Content is on the NFT Services you will, own and/or have licenses to all intellectual property rights in and to your User Submitted Content, and have all other consents and permissions relating to your User Submitted Content, necessary to grant to Kraken the rights and licenses set forth in Section 3(d) of this Addendum, (ii) all of your User Submitted Content does and will comply with the Terms and this Addendum, and (iii) your User Submitted Content and the use thereof by Kraken, the NFT Services and users of the NFT Services as contemplated by this Addendum and the Terms do not and will not infringe any third party’s intellectual property rights and do not and will not violate any applicable law, rule or regulation. We are not and will not be liable to you or any third party for the content, accuracy, or appropriateness of any User Submitted Content.

(c) *Direction to display User Content.* By using the NFT Services in conjunction with posting, promoting, displaying, storing, soliciting offers for, or selling an NFT, or by creating, transferring to or holding on the NFT Services or in a web3 Wallet (as defined in Section 4(a) of this Addendum) any NFT, you authorize and instruct Kraken to include such NFTs and all related User Content on the NFT Services and other NFT Platforms (as defined below) as User Submitted Content, and you grant to us a license to such User Submitted Content pursuant to the terms of Section 3(d) below.

(d) *License to User Submitted Content.* You grant to Kraken and our affiliates and our and their respective licensees, successors, and assigns a perpetual, irrevocable, worldwide, non- exclusive, royalty-free, sublicensable (through multiple tiers), transferable right and license to:

(i) copy, reproduce, display, list, score, rank, modify, perform, publish, broadcast, link to, and otherwise disclose to third parties any User Submitted Content on or in connection with the NFT Platforms; (ii) use on or in connection with the NFT Platforms any names, user names, pseudonyms, smart contract or wallet addresses, trademarks or logos associated with any User Submitted Content; and (iii) use all User Submitted Content to operate the NFT Platforms, for our and our affiliates’ other businesses, analytics purposes, and to contact you.

(e) *Other Kraken NFT Platforms.* You acknowledge that Kraken or our affiliates may, now or in the future, own and/or operate, in addition to the NFT Services, one or more other service(s), marketplace(s) or platforms on which NFTs and their associated content and information are

displayed, listed, stored, custodied, traded, posted, linked to, or otherwise engaged with (together with the NFT Services, the “NFT Platforms”). You acknowledge and agree that Kraken and our affiliates may synchronize (including, without limitation, using automated means) User Submitted Content across one or more NFT Platforms, and that the rights and licenses granted by you pursuant to Section 3(d) of this Addendum extend to all NFT Platforms, whether such NFT Platforms are NFT Platforms now or become NFT Platforms in the future.

(f) *Profile*. If you choose to create a public facing profile through the NFT Services, any content you post through your profile will be considered non-confidential and non-proprietary. We reserve the right to reclaim usernames without liability to you in our sole discretion and we may, in our sole discretion, delete your profile if we deem your username or the content you post to be offensive or inappropriate, or to otherwise violate the terms of this Addendum or the Terms.

4. Storage and web3 Connectivity.

(a) *General*. You may use your NFTs through the NFT Services by either (i) depositing such NFTs for storage by us on your behalf, by transferring them to your Kraken Account, or (ii) by connecting a supported, self-hosted wallet (such as your Metamask wallet) that allows you to access the NFTs in an External Account that you control (a “web3 Wallet”).

(b) *Risks and disclaimer*. Whether you choose to use your NFTs on the NFT Services by transferring your NFTs to deposit them in your Kraken Account or by connecting a web3 Wallet, you acknowledge there are risks associated with storing NFTs on or connecting your web3 Wallet to the NFT Services, including, but not limited to, the risk of malicious software introduction, the risk that third parties may obtain unauthorized access to your third-party wallet or account, and the risk of theft of NFTs. Certain technological difficulties experienced by Kraken may also prevent the access to or use of your NFTs.

With respect to the use of web3 Wallets, Kraken accepts no responsibility for, or liability to you, in connection with your use of a web3 Wallet and makes no representations or warranties regarding how the NFT Services will operate with any specific web3 Wallet. You are solely responsible for keeping your web3 Wallet secure and you should never share your web3 Wallet credentials, private key or seed phrase with anyone. If you discover an issue related to your web3 Wallet, please contact your wallet provider. Likewise, you are solely responsible for your Kraken Account and any associated web3 Wallet and we are not, and will not be, liable for any acts or omissions by you in connection with your Kraken Account or as a result of your Kraken Account or web3 Wallet being compromised.

(c) *Ownership and risk of loss.* Section 6.7 of the Terms, which applies to Digital Assets, also applies to NFTs in your Kraken Account. Additionally, by using this platform, you represent and agree that you are the lawful owner of any NFT that you (a) attempt to sell on this platform, (b) store in your Kraken Account, or (c) store in a connected web3 Wallet. At no point shall ownership of any such NFTs transfer to Kraken. You bear the risks of loss for any such NFTs, regardless of where you store those NFTs. Except as required by a facially valid court order, or except as provided herein, Kraken will not sell, transfer, loan or otherwise alienate your NFTs unless instructed by you or as otherwise authorized by this Addendum or the Terms. For the avoidance of doubt, Kraken makes no representations to any party that any NFT is free and clear of any security interest or other lien or encumbrance.

(d) *Control.* Section 6.7 of the Terms, which applies to Digital Assets, also applies to NFTs in your Kraken Account. Additionally, you control the NFTs held in your Kraken Account. At any time, subject to outages, downtime, this Addendum, the Terms, and other applicable policies, you may withdraw your NFTs from your Kraken Account by transferring them to an External Account. Similarly, we do not control the NFTs held in your External Accounts and, subject to outages, downtime, this Addendum, the Terms, and other applicable policies, you may disconnect a web3 Wallet from the NFT Services at any time.

(e) *Supplemental benefits and access.* The NFT Services may not support all features, functionalities or benefits of each NFT that is supported by the NFT Services (“Supported NFTs”), and may not, for example, include support for any other protocols and/or functionality which supplement or interact with the Supported NFTs. Such exclusions may include, but are not limited to, ‘forked’ protocols, airdropped Digital Assets or NFTs, or other functionality such as staking, protocol governance, access to community perks, and/or any smart contract functionality, which may supplement or interact with a Supported NFT (“Supplemental Benefits”). Determinations whether to support any Supplemental Benefit shall be made by Kraken in our sole discretion, and without liability to us. Kraken shall not be responsible or liable for your inability to receive or enjoy Supplemental Benefits of your NFTs during the time when they are stored in a Kraken Account.

5. Marketplace.

(a) *General.* Through the NFT Services, Kraken provides an administrative platform that facilitates clients’ ability to offer, bid on, buy and sell NFTs from one another or from Kraken using a variety of pricing and transaction formats (the “NFT Marketplace”). When you purchase an NFT on the NFT Marketplace, Kraken facilitates the transfer of ownership of the applicable NFT from the counterparty to you by registering you as the owner of the purchased NFT on Kraken’s internal book-entry system.

(b) *Authorization.* When you submit an offer, bid, purchase, sale, or transfer request via the NFT Marketplace, you authorize Kraken to execute the transaction and charge you any applicable fees (as described in the Terms).

(c) *Independent relationship.* You acknowledge and agree that (i) Kraken is not acting as your broker,

intermediary, agent, or advisor or in any fiduciary capacity, and (ii) no communication or information provided to you by Kraken shall be considered or construed as investment, tax, or any other form of advice in connection with your use of the NFT Services.

(d) *Valuations.* From time to time Kraken may display estimates of the value of NFTs on the NFT Marketplace, including but not limited to: (i) the floor price of an NFT collection, which is approximated by reference to the lowest priced NFT sold or offered for sale within that collection; (ii) the estimated value of an NFT listed on the NFT Marketplace; and (iii) the aggregate estimated value of NFTs in your Kraken Account or web3 Wallet. You understand that the value of NFTs is subjective, that these estimated values are provided for illustrative purposes only, and that this information is not a guarantee of execution at that, or any, price. Moreover, you understand and agree that this information may differ from prevailing sale prices made available via other sources outside of the NFT Marketplace and are not guarantees of the sale prices that will actually be available on the NFT Marketplace.

(e) *Payment method-specific additional terms.* You acknowledge and agree that: (i) when using Instant Buy/Sell Services on the NFT Marketplace, you are subject to the terms detailed in Annex E (the Instant Buy/Sell Addendum), and (ii) when using ACH and credit card funding methods on the NFT Marketplace, you are subject to the terms detailed in Annex F (the ACH and CC Addendum).

(f) *Transfer confirmation.* Once the NFT Marketplace executes a transfer of ownership of the applicable NFT, a confirmation will be electronically made available via the NFT Services detailing the particulars of the transfer. You acknowledge and agree that the failure of the NFT Services to provide such confirmation shall not prejudice or invalidate the terms of such transfer.

(g) *Creator Earnings.* Kraken may, in its discretion, elect to collect and facilitate the payment of a portion of NFT sale or resale proceeds to parties that are not sellers or resellers of the NFT ("Creator Earnings"). Such parties are expressly not third party beneficiaries under this Addendum. With respect to any sale of an NFT on the NFT Marketplace, Kraken may, in its discretion, elect to (i) either (a) deduct, from the sale proceeds of such NFT that otherwise would be paid to the seller of such NFT, the Creator Earnings that Kraken determines are applicable to such sale, or (b) collect from the seller of such NFT the Creator Earnings that Kraken determines are applicable to such sale, and (ii) pay such Creator Earnings to eligible recipients as contemplated by Section 5(h) below.

While Kraken may consider publicly accessible sources such as the data associated with a given NFT's underlying smart contract, Third-Party NFT Purchase Terms, blockchain transaction histories, and other information in determining the amount, timing, and beneficiaries of Creator Earnings, all such determinations shall be made by Kraken in its sole discretion. Where Creator Earnings are collected in the form of transaction fees or deductions from sale proceeds on the NFT Marketplace, you will be informed of the applicable amount of Creator Earnings to be collected through the NFT Services. Kraken will not be liable for any Creator Earnings

deducted or collected in connection with the sale of an NFT, and will not have any obligation to any party to collect or remit Creator Earnings.

(h) *Claiming Creator Earnings.* In order to claim Creator Earnings, eligible persons must complete

the actions requested via the NFT Services, which may include creating a Kraken Account and/or providing any information requested by Kraken in connection with such account creation and/or claims. By claiming any Creator Earnings with respect to an NFT resale, you (i) represent that you have the right to receive such Creator Earnings with respect to such NFT resale, and (ii) agree that if Kraken determines that any Creator Earnings were erroneously paid to you, you will promptly return such Creator Earnings to Kraken.

(i) *NFT-specific terms and conditions.*

(i) *NFT sellers.* When you sell an NFT on the NFT Marketplace, you represent and warrant that you have all right and title to such NFT and that you have the right to display and sell such NFT on the NFT Marketplace. If you are the creator of such NFT, you agree that you will not replicate, in its entirety, the content incorporated into the NFT for the creation of additional NFTs. If you purchased an NFT from a third party prior to depositing the NFT into your Kraken Account, you agree that by selling the NFT on the NFT Marketplace you are selling all of your right and title to such NFT.

(ii) *NFT buyers.* When you purchase an NFT on the NFT Marketplace, your rights and obligations with respect to such NFT, and the content and benefits associated with such NFT, may be subject to and governed by third-party terms and conditions under which the seller is reselling the NFT or the original minter of the NFT initially distributed the NFT (the “Third-Party NFT Purchase Terms”). Kraken is not a party to any such Third- Party NFT Purchase Terms, which are solely between the buyer and the seller (or the original minter, as applicable). It is your sole responsibility to, prior to purchasing any NFT, independently identify, read and understand the Third-Party NFT Purchase Terms that apply to such NFT (e.g., by viewing such Third-Party NFT Purchase Terms on the official website of the developer, content creator and/or minter).

(j) *Smart contracts.* You acknowledge that your interactions with an NFT and the behavior of an NFT may be dependent on, or dictated by, a third-party smart contract that governs the NFT. You are solely responsible for understanding the applicable smart contract and verifying whether it operates as you expect it to. Kraken shall not be responsible or liable for any defects in, or unexpected behavior of, any smart contract associated with an NFT, or any losses that you suffer as a result thereof.

6. Supported NFTs. The determination as to which NFTs and NFT collections will be Supported NFTs will be made by Kraken in its sole discretion. Such determinations shall not constitute or be construed as financial or investment advice, investment or purchase recommendations, or a solicitation to buy or sell. Kraken reserves the right, in its sole discretion, to remove or restrict access to any NFT listings, scores, rankings and/or other

content or information from the NFT Services at any time if Kraken believes that (a) misrepresentations have been made regarding any of such content, or (b) the continued inclusion of such content on the NFT Services would (i) infringe or misappropriate the intellectual property rights of any third party, (ii) violate any applicable law, rule or regulation,

(iii) violate this Addendum or the Terms, (iv) expose Kraken or its affiliates to liability or potential liability, (v) tarnish or damage Kraken's, its affiliates' or the NFT Services' reputation, brand or image, or (vi) be otherwise undesirable. Under no circumstances shall the inability to view NFTs on the NFT Services or an inability to use the NFT Services in conjunction with the purchase, sale, or transfer of NFTs available on any blockchains serve as grounds for a claim against Kraken.

7. Third Parties.

(a) *Third Party Content and Services.* In using our NFT Services, you may view NFTs or other content provided by third parties, including, without limitation, links to web pages of third parties (collectively, "Third Party Content and Services"). We do not control, endorse or adopt any Third Party Content and Services and shall have no responsibility for Third Party Content and Services, including, without limitation, material that may be infringing, illegal, misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. In addition, your business dealings or correspondence with such third parties are solely between you and the third parties. When you click on a link to or access and use Third Party Content and Services, although we may not warn you that you have left our Services, you are subject to the terms and conditions (including privacy policies) of another website or destination. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings, and you understand that your viewing and use of Third Party Content and Services, and your interactions with third parties, are at your own risk.

(b) *Third Party Disputes.* In the event of a disagreement arising between you and any other user of the NFT Services or third party, Kraken will not provide dispute resolution services and the parties must resolve such disputes directly. If you have a dispute with one or more users of the NFT Services or third parties, you release us from claims, demands, and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

8. Risks. You accept and acknowledge, without limitation, that:

The fact that an NFT is blockchain-based and transfers of an NFT can be verifiable does not mean that the minter or seller of an NFT has the rights necessary to grant you rights and licenses with respect to the content associated with the NFT, and you are solely responsible for ascertaining whether your purchase of an NFT will validly and effectively acquire for you the rights and licenses you expect to receive by virtue of such purchase;

The price and liquidity of blockchain assets, including, without limitation, NFTs, are extremely volatile and subjective and may be subject to large fluctuations. You acknowledge that you fully understand this inherent volatility and the subjective value of NFTs and that you may lose money;

Fluctuations in the price of other digital assets could materially and adversely affect NFTs, which may also be subject to significant price volatility;

The regulatory regime governing blockchain technologies, NFTs, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may adversely affect the use, transfer, exchange and value of NFTs;

A lack of continued use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of NFTs;

Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;

We do not control certain smart contracts and protocols that may be integral to your ability to complete NFT transactions;

Defects, errors or unanticipated features of a smart contract governing an NFT may result in unexpected behaviors and results with respect to the NFT, which may include, without limitation, inability to access or transfer the NFT;

Changes to Third Party Content and Services (discussed above) may create a risk that your access to and use of the NFT Services will suffer; and

You are solely responsible for determining what, if any, taxes apply to your NFT-related transactions. We are not responsible for determining the taxes that apply to your transactions on the NFT Services.

You are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself.

9. Disclaimers.

NOTHING ON OR INVOLVING THE NFT SERVICES, INCLUDING, WITHOUT LIMITATION, THE RARITY SCORES AND RANKINGS, SHALL CONSTITUTE OR BE CONSTRUED AS FINANCIAL OR INVESTMENT ADVICE, INVESTMENT OR PURCHASE RECOMMENDATIONS, OR A SOLICITATION TO BUY OR SELL.

THE VALUE OF AN NFT IS SUBJECTIVE. PRICES OF NFTS ARE SUBJECT TO VOLATILITY AND ANY RARITY SCORES AND RANKINGS, OR ESTIMATED MARKET VALUES, DISPLAYED ON THE NFT SERVICES ARE NOT A REFLECTION OF OR A PROXY FOR ACTUAL VALUE OR A GUARANTEE OF SALE PRICES THAT CAN ACTUALLY BE OBTAINED. THE RARITY SCORES AND RANKINGS ARE NOT INTENDED TO BE RELIED ON AND WE SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH ANY NFT PURCHASES MADE BY YOU.

KRAKEN'S NFT SERVICES HELP YOU EXPLORE NFTS CREATED BY VARIOUS CREATORS AND INTERACT WITH DIFFERENT BLOCKCHAINS. KRAKEN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT ANY THIRD-PARTY CONTENT VISIBLE THROUGH THE NFT SERVICES, INCLUDING ANY CONTENT ASSOCIATED WITH NFTS DISPLAYED ON THE SERVICE.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF NFTS THAT YOU PURCHASE FROM THIRD PARTIES USING THE NFT SERVICES AND WE MAKE NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, FUNCTIONALITY, OR AUTHENTICITY OF USERS OR NFTS (AND ANY CONTENT ASSOCIATED WITH SUCH NFTS) VISIBLE ON THE NFT SERVICES.

WE ALSO CANNOT, AND DO NOT, GUARANTEE THAT ANY NFTS VISIBLE ON THE NFT SERVICES WILL ALWAYS REMAIN VISIBLE AND/OR AVAILABLE TO BE BOUGHT, SOLD, OR TRANSFERRED.

ALTHOUGH NFTS ARE GENERALLY INTENDED TO BE NON-FUNGIBLE TOKENS REPRESENTING A UNIQUE, NON-INTERCHANGEABLE UNIT OF DATA, CERTAIN NFTS MAY BE FUNGIBLE WITH ONE ANOTHER. THERE CAN BE NO, AND WE DO NOT MAKE ANY, GUARANTEE OR ASSURANCE OF THE UNIQUENESS, ORIGINALITY OR QUALITY OF ANY NFT ON THE NFT SERVICES.

10. Intellectual Property. Kraken respects the valid intellectual property rights of others. Each user must ensure that the materials they provide do not infringe any third-party rights, including, without limitation, copyrights. We will respond to allegations of U.S. copyright infringement with respect to content or other materials on the NFT Services in accordance with the Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (the "DMCA") when we receive valid takedown notices submitted to us in accordance with the DMCA ("DMCA Notices") and similarly valid counter notices ("DMCA Counter Notices").

(a) *DMCA Notice.* If you are a copyright owner, or an agent of a copyright owner, and you believe that any content or other materials on the NFT Services infringe your copyright, you may submit a notification to us pursuant to the DMCA by providing our DMCA agent identified below with the following information in writing at the address or email identified below with the subject line "DMCA Notice: [name of allegedly infringing NFT/collection]":

identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material;

information reasonably sufficient to permit us to contact you, such as your name, address, telephone number, and, if available, an email address;

a statement that you have a good faith belief that use of the material in the manner complained of

is not authorized by the copyright owner, its agent, or the law; and

a statement UNDER PENALTY OF PERJURY that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of the allegedly infringed copyright; and

your electronic or physical signature.

The Kraken designated agent to receive DMCA Notices related to the NFT Services under the DMCA (our “DMCA Agent”) is:

copyright@kraken.com

Attn: Lauren Benjamin

Payward Ventures, Inc. 100 Pine St., Suite 1250, Office 6, PMB A188, San Francisco, CA 94111, USA.

(b) *DMCA Counter Notice*. If you believe that your User Submitted Content on the NFT Services have been improperly removed pursuant to a DMCA Notice because they are not infringing, such as because you have authorization from the actual copyright owner or the owner’s agent and/or because you have the right to license us to store and display the User Submitted Content under applicable law, you may send a DMCA Counter Notice to Kraken at the address detailed above with the following information and subject line “DMCA Counter Notice: [name of allegedly infringing NFT/collection]”:

identification of the materials that have been removed or to which access has been disabled and the location(s) at which the materials appeared before such User-Submitted Materials were removed or disabled;

a statement UNDER PENALTY OF PERJURY that you have a good faith belief that such User-Submitted Materials were removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

your name, address, telephone number and, if available, email address;

a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or, if your address is outside of the United States, to the jurisdiction of the federal courts located in San Francisco, California, and that you will accept service of process from the party that provided notification to us of the alleged infringement; and

your physical or electronic signature.

If we receive a counter request containing the above information, we may send a copy of such counter request to the original complaining party and we may inform such party that we may replace the removed or disabled content in ten (10) business days. Unless we receive further notice from the original complaining party that it has filed an action seeking a court order to restrain the allegedly infringing activity, we may replace or re-enable access to the allegedly infringing content or materials ten (10) to fourteen (14) business days after the date on which we received the valid counter-request.

(c) *Repeat infringer policy.* We will terminate a user account (if applicable) and/or a user's ability to further interact with the NFT Services if there have been three (3) occasions of removal of content provided by such user (or the entity they represent) due to DMCA Notices delivered in accordance with the above procedure.

(d) *Other content concerns.* If you believe that any content or other material on the NFT Services infringes or violates your rights, other than copyrights (which, for the avoidance of doubt, are addressed via the DMCA notice and takedown procedure described above), you may send us a notification to the contact below. Your sending of such a notification shall not create any obligation (e.g., to review, respond or take any action) with respect to the subject matter of the notification, except if and to the limited extent required by applicable law.

content@kraken.com Attn:
Legal Department Payward
Ventures, Inc.

100 Pine St., Suite 1250, Office 6, PMB A188, San Francisco, CA 94111, USA.

Any such notification should include the following information in writing:

identification of the intellectual property or other right claimed to have been infringed or violated, including, if applicable, the registration number of the intellectual property and the applicable jurisdiction of the intellectual property or other right;

the basis for your allegation of infringement or violation;

identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material;

information reasonably sufficient to permit us to contact you, such as your name, address, telephone number, and, if available, an email address;

a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the rights holder, its agent, or the law; and

a statement UNDER PENALTY OF PERJURY that the information in the notification is accurate, and that you are authorized to act on behalf of the owner of the allegedly infringed intellectual property or holder of the allegedly violated right; and

your electronic or physical signature.

11. Severability. If any provision of this Addendum is held to be invalid or not enforceable by a court of competent jurisdiction, than such provision shall be deemed severed from this

Addendum, and such invalidity or unenforceability shall not affect any other provision of this Addendum, all of which shall remain a part of this Addendum and have their intended full force and effect; provided, however, that if any such invalid or unenforceable provision can be modified so as to

be valid and enforceable as a matter of law, then such provision shall not be deemed severed from this Addendum and instead shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

12.Survival. You agree and understand that all provisions of this Addendum shall survive the termination or expiration of this Addendum. Termination will not limit any of Kraken's other rights or remedies at law or in equity.

Annex H

This Annex H (this "Annex H") applies to you in your capacity as the holder of any Kraken Account denominated in AED (a "Kraken AED Account"). This Annex H incorporates by reference and supplements the Terms, and provides additional terms between you and Payward MENA Holdings Ltd ("Payward MENA"). You acknowledge and agree that, except as expressly modified by this Annex H, the Terms remain entirely binding and applicable to you and your use of the

Services. Capitalized terms used but not defined herein shall have the meanings given to them in the Terms. In the event of a conflict between the main body of the Terms and this Annex H, the terms of this Annex H will control.

1. General

a. Payward MENA has an address at Floor 7, Al Khatem Tower, ADGM Square, Al Maryah Island, Abu Dhabi, UAE. Its ultimate holding company is Payward, Inc., with an address at 100 Pine St., Suite 1250, PMB B297, San Francisco, CA 94111.

b. Payward MENA is licensed by the Abu Dhabi Global Market ("ADGM") Financial Services Regulatory Authority ("FSRA") to operate a "Multilateral Trading Facility" (MTF) and for providing custody in relation to Digital Assets in or from the ADGM.

c. This Annex H, together with the terms, are between you and Payward MENA. They constitute a "Client Agreement" for the purposes of the FSRA Rules.

d. In using the AED Services, you agree that you will comply with Payward MENA's market rulebook, available [here](#).

e. For the purpose of clause 7(g) of this Annex, the only AED transactions taking place in the UAE are transfers of AED funds by you to credit a Kraken AED Account, and the transfer of AED funds out of your Kraken AED Account to your bank account in the UAE. All other transactions involving Payward MENA take place in the ADGM, and your Kraken AED Account is operated in the ADGM.

2. Services, AED Services and Restrictions. Not all Services or Digital Assets may be available to

you when you choose to transact in AED. Payward MENA may make available to you some or all of the below listed Services (collectively, the “AED Services”):

- a. Trading in Digital Assets via the AED Services: This AED Service allows you to use your Kraken AED Account to trade Digital Assets. The list of Digital Assets which you may trade using your Kraken AED Account is updated from time to time and can be found on our website;
- b. Custody of your Digital Assets: This AED Service consists of Payward MENA, whether directly or through third-parties, safeguarding, storing, holding or maintaining custody of Digital Assets on your behalf; and
- c. Other services: Any other additional or ancillary services or functionalities to the above AED Services, as Payward MENA is permitted to do so under its FSRA license and Applicable Laws and Regulations, as Payward MENA may notify you from time to times

3. Payward MENA disclosures

- a. If you are eligible, you may be entitled to receive Services from entity(ies) other than Payward MENA. Such entity(ies) may not be regulated by the ADGM, and/or may not be regulated at all.
- b. Changes in ADGM regulation (or any other applicable regulator) may adversely affect the use, transfer, exchange, and value of your Digital Asset(s).

4. Complaint handling procedures

- a. Any complaint in relation to any aspect of your relationship with us should be addressed to us at [communicate](#) or such other email address or contact details as we notify to you from time to time.
- b. We will make every reasonable effort to resolve your complaint within a reasonable period of time and in any event in no longer than sixty (60) calendar days from the time we receive your complaint, depending on the complexity and seriousness of your complaint and in accordance with our Complaints Policy published on our website.
- c. If you are not satisfied with our handling of a complaint or its outcome, you can contact the FSRA in one or more of the following ways:
 - i. By email to: fsra.Complaints@adgm.com
 - ii. Write to FSRA at the following address: Financial Services Regulatory Authority, Abu Dhabi Global Market PO Box 111999, Abu Dhabi, United Arab Emirates.
 - iii. Deliver the complaint at: Financial Services Regulatory Authority, Abu Dhabi Global Market Square, Al Maryah Island Abu Dhabi, United Arab Emirates.

5. Eligibility for a Kraken AED Account.

a. Your use of the AED Services is subject to the laws, regulations, and rules of any governmental or regulatory authority that apply to Payward MENA, and those which might apply to you in your country of residence or where you normally reside or are domiciled, as enacted, replaced or amended from time to time (the “Applicable Laws and Regulations”). The Applicable Laws and Regulations in relation to Payward MENA include without limitation:

- i. The laws and regulations in force in the ADGM, including but not limited to those in relation to the protection of personal data and the FSRA Rules; and
- ii. The federal and emirate-level laws and regulations in force in the United Arab Emirates, to the extent applicable, including without limitation the relevant UAE legislation and implementing regulations on Financial Crime and confidentiality.

b. Payward MENA can accept you as a client only after you satisfactorily clear all of the verifications that it is required to undertake in accordance with the Applicable Laws and Regulations, including for the prevention of Financial Crime, and after you have provided any information it requires to open your Account. Therefore, you understand and agree that, regardless of whether you are a pre-existing Kraken client, Payward MENA will onboard you as a client only after it is satisfied that you meet its eligibility and other onboarding requirements (as may be updated and communicated to you from time to time), including (without limitation) that you (i) have the capacity to enter into binding agreements under the Applicable Laws and Regulations (ii) have had the opportunity to seek legal, accounting, taxation, or other professional advice regarding investing in Digital Assets or this Annex H; (iii) have the technical competence to use the AED Services.

6. Additional Risks

In addition to any previously disclosed risks in the Terms, you understand that:

- (a) Digital Assets are not legal tender or backed by a government;
- (b) There is no established procedure for establishing the value of Digital Assets. The methodology for valuing virtual assets is nascent, and there may be disagreement amongst investors, some of whom may argue that Digital Assets have no value. You should ensure that you fully understand the characteristics of any particular Digital Asset before investing;
- (c) The value of any given Digital Asset may be unpredictable. Relative to Legal Tender the value of any Digital Asset may be uncertain and subject to volatility. You should be prepared for prices to fluctuate up to 10% per day, or more;

(d) Trading in Digital Assets may be susceptible to irrational market forces, and it may not always be clear why the market is moving in a particular direction;

(e) The character of Digital Assets is such that it may lead to an increased risk of financial crime;

(f) Given the character of Digital Assets there may be an increased risk of cyberattack, and in the event of a cyberattack you may not be able to access your Digital Assets and/or the value of those Digital Assets may be diminished;

(g) There may be limited or no means for the recovery of lost or stolen Digital Assets. If you send your Digital Assets to an incorrect wallet address, it may be impossible for you to recover those Digital Assets;

(h) Digital Assets may be transacted by means of new technologies, (including for example distributed ledger technologies ('DLT')) and may in the future include technologies not known to exist today. Such new novel technologies may adversely affect Digital Assets, and may result in such things as anonymity of ownership, irreversibility of transactions, accidental transactions, and concerns regarding transaction recording, and settlement;

(i) Even though a party may accept a Digital Asset as payment today, it is possible that the same party or any other party may not accept a Digital Asset as payment in the future. For example, some merchants that accept certain Digital Assets today (such as Bitcoin and Ether) may not accept them in the future; and

(j) You may not have access or use of your Digital Assets due to technological difficulties affecting the Kraken exchange.

7. Governing Law and Jurisdiction

a. This Annex H (including any non-contractual obligations arising out of or in connection with it) and all of your other rights and obligations arising therefrom shall be governed by the laws of the Abu Dhabi Global Market.

b. In the event that a dispute, controversy, difference or claim arises between us out of or in connection with this Annex H (a "Dispute"), both parties agree to enter into good faith negotiations in order to settle the Dispute by either party serving a notice briefly outlining the nature of the Dispute (a Dispute Notice) to the other party.

c. In the event the Dispute is not resolved within sixty (60) calendar days of the date of the sending of a Dispute Notice, either party may commence proceedings in the courts of Abu Dhabi Global Market which shall, subject to 6(d) below, have exclusive jurisdiction for any Disputes arising out of and/or in connection with this User Agreement.

d. Nothing in this Section 6 shall prevent us from bringing proceedings relating to a Dispute with you in any jurisdiction outside the ADGM against you before the courts of the country in which you may be, or have been, registered, incorporated, resident, domiciled or where you hold assets. This clause is for our sole and exclusive benefit.

e. You irrevocably agree to waive, to the fullest extent permitted under the relevant Applicable Laws and Regulations:

i. Any objection which you may have at any time to the bringing by us of any proceeding in any court and agree not to claim that such proceeding has been brought in an inconvenient forum or that such court does not have jurisdiction over you; and

ii. Any immunity on the grounds of sovereignty or other similar grounds, and the right to claim any such immunity in respect of any proceedings.

f. You understand and agree that:

i. You may not margin trade;

ii. You may not short-sell;

iii. You may only trade in ADGM Approved Digital Assets;

iv. Kraken is not acting as your agent or principal;

v. Payward MENA is not offering OTC brokerage desk; and

vi. Kraken will not execute your orders against proprietary capital

g. Notwithstanding clauses 7(a) and (b) above, if you are a natural person or sole proprietorship under the laws of the United Arab Emirates ("UAE Law"), AED transactions taking place in the UAE shall be governed by UAE Law and any dispute in relation to such a transaction shall be governed by UAE Law and may be referred to the jurisdiction of the on-shore UAE courts.