TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. Your use of the services offered by Ryki Inc. (“ Ryki ”) and the content provided by Ryki on or through the services (collectively, the “ Platform ”) are expressly conditioned on your acceptance without modification of the following terms and conditions (the “ Terms and Conditions ”). If you accept these Terms and Conditions, click on the “I Accept” button below. That action is the equivalent of your signature and indicates your acceptance of these Terms and Conditions and that you intend to be legally bound by them. Ryki may modify, supplement or amend these Terms and Conditions at its sole discretion. If so, you will be notified the next time you use the Platform, and given an opportunity to accept the modifications. Your continued use of the Platform will be evidence that you acknowledge and agree to be bound by the modified Terms and Conditions. If you do not accept the modifications, you are no longer entitled to use the Platform.

A. Use of the Platform

1. Ryki grants you a limited, non-exclusive, non-transferable and personal license to access and use the Platform, provided you have created an Account (as defined below) and are in compliance with these Terms and Conditions.
2. All content included on the Platform is the property of Ryki or its content suppliers and protected by Canadian and international copyright laws. You agree not to permit access to the Platform to others, and not to publish, reproduce, sublicense or modify any content appearing on the Platform for any purpose without the prior written consent of Ryki.
3. You may not use the Platform if you live in a jurisdiction where access to or use of the Platform or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your use of the Platform is lawful in the jurisdiction in which you reside,

and you agree to comply with all applicable laws in your use of the Platform.

4. You shall be responsible for all access and service fees necessary to connect to or communicate with the Platform and assume all charges incurred in accessing such systems.
5. You will implement and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data. You assume all risks associated with the use and storage of information on your personal computer or on any other computer through which you will gain access to the Platform.
6. In its sole discretion and for any reason, in addition to any other rights or remedies available to Ryki and without any liability whatsoever, Ryki at any time and without notice may terminate or restrict your access to any component of the Platform.

B. Platform Account

7. You must create an account in order to access the Platform (your “Account”). When you create an Account, you will be required to provide personal information and about your use of the Platform to Ryki. Ryki may, in its discretion, accept or reject your application for an Account.
8. All use, collection, and disclosure of your personal information will be governed by Ryki’s Privacy Policy, which is available at ryki.io/ca/privacy. You have read Ryki’s Privacy Policy, and you agree that the terms of that policy are reasonable. You consent to the collection, use and disclosure of your personal information by Ryki in accordance with the terms of and for the purposes set out in Ryki’s Privacy Policy.
9. You agree that Ryki, or a service provider engaged by Ryki, may verify your name, address, phone number, and other Account details against information about you held by third party sources in order to verify your identity to fulfill its anti-money laundering obligations and to help protect against fraud or misappropriation of user Accounts.

10. You covenant and represent that you will provide truthful, accurate and complete information upon opening your Account. If any of the information provided by you to Ryki changes, you agree to provide Ryki with sufficient details no later than 30 days after such change.
11. Your Account may be accessed only by use of your account name and password, or if you are accessing the platform in person or by telephone, by other identifying information agreed upon between you and Ryki from time to time (your " Credentials "). You are solely responsible and liable for any use and misuse of your Credentials and for all activities that occur under your Credentials. For security reasons, you must keep your Credentials confidential and not disclose them to any person or permit any other person to use them, except with the prior written consent of Ryki.
12. You must immediately notify Ryki of any unauthorized use of your Credentials, or if you know or suspect that your Credentials have been lost or stolen, has become known to any other person, or has been otherwise compromised. You agree to take full responsibility for all use and misuse that occurs under your Account (including all transactions using your Account) and for all resulting loss, damage, and liability.
13. If you allow any third party to access the Platform (including any of your Accounts) in a manner unauthorized by Ryki (including, without limitation, screen scrapping), you will indemnify Ryki and its employees, officers, directors, and agents and hold each of them harmless against any and all losses, liability, costs or damages arising out of any claim or suit by any such third party based upon or relating in any way to such access or use of the Platform.

C. Trading

14. In order to initiate a trade using the Platform, you must first either: a. transfer United States Dollars or Canadian Dollars (collectively, " Fiat Currency "), to a bank account controlled by Ryki; or b. transfer bitcoin or ether (collectively, "Cryptocurrency ") to a digital wallet controlled by Ryki.
15. Fiat Currency or Cryptocurrency transferred by you to Ryki (hereinafter referred to as "Customer Funds ") in accordance with section 14 will be credited to your Account and held by Ryki on your behalf separately from its operating bank account.

16. There will be no interest paid on any Customer Funds held by Ryki for your Account.
17. Upon receiving written or verbal instructions from you, Ryki may faciliate a trade of your Customer Funds for another Fiat Currency or Cryptocurrency (a “Trade”). All instructions provided by you to Ryki are considered final and all Trades are non-refundable and executed on a reasonable efforts basis. Ryki is not responsible for any incorrect instructions provided by you.
18. Any proceeds from a Trade by you will be immediately transferred to your bank account via wire transfer or to your digital asset wallet on the blockchain, less any fees due to Ryki for the Trade and any other services Ryki may provide.
19. Transfers will occur as soon as commercially viable and not extending a period of 5 business days.
20. Ryki is the counterparty to all trades made on the Platform and the prices quoted to you are “all in” in that they include all commissions, charges and fees incurred by Ryki and are considered binding for both parties.

D. Risks and Prohibited Conduct

21. You acknowledge that Ryki does not guarantee the accuracy of exchange rates and does not guarantee that the Trades facilitated by Ryki will be favourable or be based on accurate information. You are solely responsible for any trading decision made and accept any loss or foregone financial benefit, even if the decision is based on information provided by Ryki.
22. Ryki does not provide any trading advice or recommendations. No orders are reviewed by Ryki for suitability.
23. You are responsible for complying with applicable laws in your use of the Platform. Do not use the Platform if buying and selling Cryptocurrency is not legal in your jurisdiction.
24. You agree that Ryki may, in its discretion, determine not to hold digital assets that result from hard forks of Cryptocurrencies. If you wish to acquire assets resulting from a hard fork and the Cryptocurrency subject to the hard fork is on the Platform pending a trade or return to you, you should immediately withdraw your Customer Funds prior to the hard fork.
25. You acknowledge that Cryptocurrencies involve significant risk. These risks include, but are not limited to:
    - a. Cryptocurrency prices are volatile;

- b. digital wallets and exchanges may be hacked and any errors or malfunctions caused by or otherwise related to the wallet you choose to receive and Cryptocurrencies in, including your own failure to properly maintain, protect or use such wallet, may also result in the permanent loss of your Cryptocurrencies;
- c. holders of Cryptocurrencies do not have the same legal rights associated with security ownership or deposits with regulated financial institutions;
- d. as Cryptocurrencies are not subject to securities laws requiring that material information be disclosed publicly, it may be difficult to find accurate and current information relating to Cryptocurrencies;
- e. Trades may take several days to settle; and
- f. amounts of Fiat Currency and Cryptocurrency held by Ryki on your behalf are not protected by any deposit insurance or investment protection scheme. You acknowledge that in no event will Ryki be responsible for any losses or damage to you as a result of any hack or cybersecurity attack on the Platform during the time between deposit of Fiat or Cryptocurrency and Ryki's delivery of same to you following your requested trade(s).

E. Representations and Warranties

26. You represent and warrant that:
    - You have carefully read and understood these Terms and Conditions;
    - You acknowledge and agree that there are risks involved in using the Platform, including those described under Section D- Risks and Prohibited Conduct;
    - You have a sophisticated understanding of Cryptocurrencies and blockchain technology and investing generally to understand these Terms and Conditions and appreciate the risks of using the Platform;
    - If you are an individual, that you are of the age of majority, that you have the capacity to enter into and be bound by these Terms and Conditions, and that you will use the Platform under your own name and for your sole benefit;
    - If you are a legal entity other than an individual, the legal entity is duly organized and existing and the individual accepting these Terms and Conditions is of the age of majority

and has the authority to enter into and cause the legal entity to be bound by these Terms and Conditions;
- The information provided by you upon to Ryki upon opening your Account is accurate and complete;
- You are not prohibited or restricted from using the Platform.
- You are an “accredited investor” as defined under Canadian securities laws and have completed the Accredited Investor Certificate attached to these Terms and Conditions as Schedule “A”.

F. Liability disclaimer – READ THE FOLLOWING CAREFULLY

27. The Platform is provided on an “as is” and “as available” basis. To the fullest extent permitted by law, Ryki expressly disclaims all representations and warranties, whether express or implied, statutory or otherwise, including:
    - (1) any warranty of merchantability;
    - (2) fitness for a particular purpose;
    - (3) non-infringement;
    - (4) that the Platform or any Cryptocurrency acquired using the Platform will meet your requirements; and
    - (5) that your access to the Platform will be uninterrupted or error-free.
28. In no event will Ryki or any of its directors, officers, employees, or agents be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, direct, indirect, incidental or consequential damages of any kind (including, but not limited to economic loss, foregone financial benefit or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with any use of the Platform or its content, or the services offered on the Platform, even if advised of the possibility of damages.
29. If Ryki should be found liable for any loss or damage which arises out of or is in any way connected with any of the functions or uses of the Platform or its content, or any of the services offered on the Platform, the liability of Ryki will in no event exceed in the aggregate the amount paid by you under these Terms and Conditions for the specific services to which the loss or damage relates.

30. You are solely responsible for any and all tax consequences you may incur as a result of your use of the Platform.

G. Indemnification

31. You agree to indemnify and save harmless Ryki, its affiliates and any of their respective officers, directors, employees, consultants, representatives and agents from and against any claim, cause of action or demand, including without limitation reasonable legal, accounting and other professional fees, brought as a result of your use of the Platform or your breach of these Terms and Conditions.

H. Survival

32. Sections F, G and I will survive the termination of your access to the Platform.

I. General

33. These Terms and Conditions may not be assigned by you or otherwise transferred in whole or in part without the prior written consent of Ryki. Ryki may assign these Terms and Conditions without obtaining your consent.
34. The relationship between Ryki and you will be that of independent contractors, and neither party nor any of its respective officers, agents or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other as a result of these Terms and Conditions or your use of the Platform.
35. You consent and submit to the exclusive jurisdiction of the courts located in the City of Toronto, in the Province of Ontario, Canada, in all disputes arising out of or relating to the use of the Platform and these Terms and Conditions. This agreement and its performance will be governed by the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable in that Province.
36. These Terms and Conditions will be severable. In the event that any provision is determined to be unenforceable or invalid, that provision will nonetheless be enforced to the fullest extent

permitted by applicable law, and that determination will not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions.

37. These Terms and Conditions, together with those incorporated or referred to in these Terms and Conditions, constitute the entire agreement between you and Ryki pertaining to the subject matter of these Terms and Conditions, and supersede any prior agreements, understandings, negotiations and discussions, whether electronic, oral or written, regarding the subject matter of these Terms and Conditions, and may not be amended or modified except by the Company as set out above. There are no representations, warranties or other agreements between us in connection with the subject matter of these Terms and Conditions, except as specifically set out in these Terms and Conditions or in those incorporated or referred to in these Terms and Conditions. No party has been induced to enter into these Term and Conditions in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included in these Terms and Conditions or in those incorporated or referred to in these Terms and Conditions.

38. You consent to receive communications from Ryki electronically. You agree that all agreements, notices, disclosures and other communications that Ryki provides to you electronically satisfy any legal requirement that such communications be in writing.

39. The legal business name of the Company is Ryki Inc. Please direct enquiries to the Company’s registered business address at 139 Northfield Drive West, Suite 3, Waterloo, Ontario, N2L 5A6, or by telephone at (226) 240-7189 or e-mail at admin@ryki.io.

Agreed and accepted:

Signature: ______________________________

Full Name:

Date:

RYKI

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SCHEDULE “A”

Please check the box of the applicable category of accredit investor.

☐ (a) a Canadian financial institution, or a Schedule III bank (or in Ontario, a bank listed in Schedule I, II, or III of the *Bank Act* (Canada));

☐ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);

☐ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;

☐ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer;

☐ (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);

☐ (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);

☐ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, Underwriting or wholly-owned entity of the Government of Canada or a jurisdiction of Canada;

☐ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec;

☐ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any Underwriting of that government;

☐ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction of Canada;

☐ (j) an individual who, either alone or with a spouse, beneficially owns, financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds $1,000,000;

If you check beside paragraph (j) above, you <u>must</u> check the range of net financial assets which you beneficially own, either alone or combined with your spouse:

You <u>alone</u>:	**You combined with a <u>spouse</u>:**
☐ $0 to $2,000,000	**☐ $0 to $3,000,000**
☐ $2,000,001 to $3,000,000	**☐ $3,000,001 to $4,000,000**
☐ 3,000,001 to $4,000,000	**☐ $4,000,001 to $5,000,000**
☐ > $4,000,001	**☐ > $5,000,001**

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☐ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds $5,000,000;

If you check beside paragraph (j.1) above, you must (check the range of financial assets which you beneficially own, alone:

☐ $0 to $5,000,000
☐ $5,000,001 to $7,000,000
☐ $7,000,001 to $10,000,000
☐ > $10,000,000

☐ (k) an individual whose net income before taxes exceeded $200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded $300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;

If you check beside paragraph (k) above, you must check the range of net income before taxes which you alone or in combination with your spouse have earned in each of the two most recent calendar years, alone:

☐ $0 to $100,000
☐ $100,001 to 200,000
☐ $200,001 to 300,000
☐ > $300,000

Please check the range of net income which your spouse has earned in each of the two most recent calendar years (only if applicable):

☐ $0 to $100,000
☐ $100,001 to 200,000
☐ $200,001 to 300,000
☐ > $300,000

☐ (l) an individual who, either alone or with a spouse, has net assets of at least $5,000,000;

If you check beside paragraph (l) above, you must check the range of net assets you have, either alone or combined with your spouse:

☐ $0 to $5,000,000
☐ $5,000,001 to $10,000,000
☐ > $10,000,001

☐ (m) a person, other than an individual or investment fund, that has net assets of at least $5,000,000 as shown on its most recently prepared financial statements;

☐ (n) an investment fund that distributes or has distributed its securities only to (i) a person that is or was an accredited investor at the time of the distribution, (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 (*Minimum amount investment*), or 2.19 (*Additional investment in investment funds*) of NI 45-106, or (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 (*Investment fund reinvestment*) of NI 45-106;

☐ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;

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☐ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;

☐ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;

☐ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;

☐ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;

☐ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;

☐ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;

☐ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or

☐ (w) a trust established by an accredited investor for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor’s spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor’s spouse or of that accredited investor’s former spouse.