

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. Your use of the services offered by RYKI Ltd. (and the content provided by RYKI Ltd. 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 please complete the signature section below. That action indicates your acceptance of these Terms and Conditions and that you intend to be legally bound by them.

RYKI Ltd. (“**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 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. 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.

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4. 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.
5. **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/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.

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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 scraping), 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.
14. Clients wishing to close their Account must notify RYKI Ltd. in writing and provide the necessary settlement instructions to facilitate the return or transfer of any assets held on their behalf.

C. Trading

15. In order to initiate a trade using the Platform, you must first either: transfer United States Dollars (collectively, “**Fiat Currency**”), to a bank account controlled by a third-party bank (“**Fiat Bank**”); or transfer bitcoin or ether (collectively, “**Cryptocurrency**” or “**Crypto Asset**”) to a digital wallet established and controlled by RYKI for the purposes of holding any

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Cryptocurrency accepted and held by us in custody for your Account (“**Wallet**”).

16. 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.
17. There will be no interest paid on any Customer Funds held by RYKI for your Account.
18. Upon receiving written or verbal instructions from you, RYKI may facilitate 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.
19. Any proceeds from a Trade by you will be credited to your Account, less any fees due to RYKI for the Trade and any other services RYKI may provide.
20. Proceeds from each trade will be immediately transferred to your bank account via wire transfer or to your Wallet. Transfers will occur as soon as commercially viable and in no case will they take longer than 5 business days.
21. **RYKI’s prices are ALL IN. Prices take into account all expenses incurred by RYKI and are considered binding for both parties.**

D. Use of the Custody Service

22. In using our Custody Services, you may deposit your Crypto Assets in fully segregated Wallets controlled by RYKI. We will use Fireblocks MPC (multi-party computation) to safeguard your Crypto Assets.
23. A request for withdrawal must be submitted to RYKI by the client in writing by way of email addressed to admin@ryki.io. Withdrawal requests will be validated by a member of the RYKI team prior to processing requests.
24. Crypto Assets are held by RYKI in segregated Wallets both legally and beneficially in your name. As such, RYKI has no obligation to take any ancillary action on your behalf in respect of Crypto Assets held within your Wallet.

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E. Custody Fees and Charges

25. Fees will accrue daily and be invoiced quarterly on the value of the digital assets held in custody. The fee rates can be found in the attached schedules (Schedule 1 - Custody Fees). Periodically, the rates and bases of our fees and charges will be reviewed and if we decide to make any changes we will notify you of such changes by written notice.
26. Our fees and charges are set out in the Fee Schedule provided to you during the Account opening process or at a later date if you request additional services or you and RYKI agree changes to the fees and charges applicable to you.
27. All fees and charges will become due on the date that they are charged to your Account and payable in accordance with the Fee Schedule.

F. Risks and Prohibited Conduct

28. 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.
29. RYKI does not provide any trading advice or recommendations.
30. 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.
31. You agree that RYKI may, in its discretion, determine not to hold digital assets that result from hard forks of Cryptocurrencies. In this circumstance, if you wish to acquire assets resulting from a hard fork, you should withdraw your Customer Funds prior to the hard fork.
32. You acknowledge that Cryptocurrencies involve significant risk. These risks include, but are not limited to:
 - (a) Cryptocurrency prices are volatile;

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- (b) Wallets and exchanges may be hacked;
- (c) Holders of Cryptocurrencies do not have the same legal rights associated with security ownership or deposits with regulated financial institutions;
- (d) 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 these risks.

G. Conduct of Business and Client Protection

In accordance with the **Cayman Islands Monetary Authority (CIMA) Rule and Statement of Guidance for Virtual Asset Custodians and Trading Platforms**, RYKI Ltd. (CIMA VASP no. 1917020) implements the following standards of conduct:

Conflicts of Interest

RYKI Ltd. maintains policies and procedures to identify, prevent, manage, and disclose conflicts of interest, including between RYKI and its beneficial owners, directors, officers, employees, and clients, or between clients themselves. Where conflicts cannot be avoided, they will be disclosed to you in writing with sufficient detail to enable informed decision-making. Duties will be appropriately segregated to reduce risk of manipulation or misappropriation of assets.

Fair Treatment of Clients

RYKI will act honestly, fairly, and professionally in your best interests at all times. Our products and services are designed and marketed with due regard to client needs. Complaints will be handled promptly, fairly, and at no cost to you, in accordance with our Complaints Policy and the requirements set out in the CIMA Rule.

Client Communications and Disclosures

- (a) All communications will be fair, clear, and not misleading.
- (b) Prior to any transaction, where relevant, you will be provided with information

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on the capacity in which RYKI is acting, the applicable fees and commissions, risks, and details of third-party arrangements (e.g., banks or service providers).

(c) Withdrawal timeframes, limits, and processes will be disclosed.

(d) You will receive written confirmation of transactions, including asset, price, quantity, date/time, direction (buy/sell), and any applicable fees.

These requirements reflect RYKI's obligations under Section 7 of the CIMA Rule and Statement of Guidance.

Risk Warnings

You acknowledge that digital assets are volatile and your invested capital is at risk. Risks include, but are not limited to: custody risks, on-chain transfer risks, loss from cyberattacks or system failures, illiquidity, leveraged trading risks, and total loss of invested funds. RYKI will ensure that risk warnings are prominent, updated, and understood prior to trading or custody activity, as required under CIMA regulatory measures. RYKI maintains an internal wallet management policy and user specific transaction policies which govern the use of its wallet infrastructure by staff and any applicable external parties. RYKI encourages its customers to exercise caution when transferring digital assets into or out of any digital asset wallet whether it be self or third party hosted.

Complaints Handling

RYKI has established a written Complaints Policy. Complaints can be submitted via admin@ryki.io. We will acknowledge receipt within 7 days, investigate fairly, and provide updates and outcomes in a timely manner. Complaints data is reviewed by our governing body, and material complaints may be reported to the Cayman Islands Monetary Authority (CIMA) in accordance with the Rule.

Marketing and Promotions

All marketing and promotional materials will be accurate, fair, and not misleading. Past performance data will not be presented without proper disclaimers. High-risk products will include appropriate risk warnings. Records of all marketing communications are maintained and available for inspection by CIMA.

Client Protection and Suitability

RYKI does not provide investment advice or suitability assessments, and we do not act in an advisory capacity. Clients are solely responsible for determining

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whether any product or service is appropriate given their individual risk appetite, financial circumstances, knowledge, and experience.

RYKI takes reasonable steps to ensure that its products and services are presented in a fair, clear, and not misleading manner, and that clients are informed of the material risks associated with virtual assets. While we do not assess suitability on a client's behalf, we maintain controls and disclosures consistent with the Cayman Islands Monetary Authority (CIMA) Rule and Statement of Guidance, proportionate to the level of risk and the protection of client assets.

Outsourcing

RYKI Ltd. may outsource certain functions but remains fully responsible for them. All outsourcing is subject to due diligence, performance reviews, contingency planning, and written agreements. Outsourced services must meet the same standards as if performed by RYKI, must not hinder CIMA's oversight, and information on such arrangements will be provided to CIMA upon request. RYKI maintains an internal outsourcing policy which governs any outsourced services it subscribes to.

Data Protection

RYKI Ltd. maintains systems and procedures designed to safeguard the security, integrity, and confidentiality of all client and business information. Personal and transactional information will be handled in compliance with applicable data protection laws and in line with CIMA's requirements.

Record-Keeping

RYKI Ltd. will maintain orderly records of its business and internal organisation in a secure and accessible manner, ensuring retention and auditability. This includes all data relating to orders and virtual asset transactions, client due diligence information, and all agreements with clients. Records will be kept in an auditable format and made available to the Cayman Islands Monetary Authority (CIMA) upon request.

Notifications and Prior Approvals

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RYKI Ltd. will notify, and where required seek prior approval from, the Cayman Islands Monetary Authority for matters prescribed under the Virtual Asset Service Providers Act and CIMA Rules, including changes to business plans, the issuance or transfer of shares, and the appointment of senior officers.

H. Representations and Warranties

33. You represent and warrant that:
- (a) 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;
 - (b) 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;
 - (c) The information provided by you to RYKI upon opening your Account is accurate and complete; and
 - (d) You are not prohibited or restricted from using the Platform.

I. Liability disclaimer – READ THE FOLLOWING CAREFULLY

34. 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.
35. 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,

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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.

36. 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.
37. You are solely responsible for any and all tax consequences you may incur as a result of your use of the Platform.

J. Indemnification

38. 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.

K. Survival

39. Sections G, H and J will survive the termination of your access to the Platform.

L. General

40. 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.
41. 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 venturers, fiduciaries, employees or agents of the other as a result of these Terms and Conditions or your use of the Platform.

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42. You consent and submit to the exclusive jurisdiction of the courts located in the Cayman Islands, 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 Cayman Islands.
43. 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.
44. 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.
45. 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.
46. The legal business name of the Company is RYKI Ltd. RYKI Ltd. is registered with the Cayman Islands Monetary Authority, pursuant to the Virtual Asset Service Provider Act (2020) CIMA VASP no. 1917020. Please direct enquiries to the Company's registered business address at DDM Corporate Ltd., One Capital Place, 3rd floor, 136 Shedden Road, PO Box 10190, George Town, Grand Cayman, Cayman Islands or by telephone at (226) 240-7189 or e-mail at admin@ryki.io.

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Agreed and accepted:

Signature: _____

Full Name:

Date:

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Schedules

1. Custody Fees

All fee rates are subject to change without notice. Fees accrue on a daily basis on the value of digital assets held in custody.

	Uninsured		
Assets In Custody	\$250,000	\$250,000 - \$1,000,000	+ \$1,000,000
Annual Custody Rate	0.70%	0.50%	0.40%