

HIMALAYA EXCHANGE

Terms and Conditions

Effective Date: 30/03/2021

Last Updated: 30/03/2021

THIS IS AN IMPORTANT DOCUMENT

PLEASE READ IT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE

These Terms and Conditions constitute the terms and conditions for the provision and use of the Himalaya Products and Services as detailed herein. The General Terms and Conditions (hereinafter the "**General Conditions**") apply to the provision and use of all Himalaya Products and Services. The General Conditions are supplemented by specific Product Conditions (as defined herein) which apply to the provision and use of specific Himalaya Products and Services and which are scheduled to the General Conditions. The General Conditions and the Product Conditions are subject to Jurisdiction Conditions (as defined below) which contain additional conditions or which amend certain terms contained in the General Conditions and the Product Conditions with respect to the provision and use of Himalaya Products and Services in a specified state or jurisdiction. The General Conditions together with the applicable Product Conditions and, where applicable, the Jurisdiction Conditions, are hereinafter referred to as the "**Conditions**" or the "**Agreement**". The General Conditions, together with each set of applicable Product Conditions and, where applicable, the Jurisdiction Conditions, apply to the provision and use of and each electronic form or contract executed by users of the Himalaya Products and Services. The Conditions will govern your use of the Himalaya Products and Services, and you should therefore take some time to read this document carefully.

IMPORTANT NOTICE

ACCESSING, PURCHASING OR USING THE HIMALAYA PRODUCTS AND SERVICES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS AND USERS ACTIVITIES MAY BE SUBJECT TO LEGAL INVESTMENT LAWS AND REGULATIONS OR REVIEW OR REGULATION BY CERTAIN AUTHORITIES. IN PARTICULAR, THE HIMALAYA EXCHANGE IS NOT A REGISTERED EXCHANGE UNDER SECTION 6 OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934 OR AN ALTERNATIVE TRADING SYSTEM APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**") FOR THE PURPOSES OF SEC REGULATION ATS ON REQUIREMENTS FOR ALTERNATIVE TRADING SYSTEMS ("**REGULATION ATS**") AND IS NOT EXEMPT FROM THE REQUIREMENTS OF REGULATION ATS. IN ADDITION, NO HIMALAYA PRODUCTS HAVE BEEN OR WILL BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. CONSEQUENTLY, NONE OF THE PRODUCTS OR SERVICES MAY BE ACCESSED OR USED BY OR OTHERWISE OFFERED, SOLD, DELIVERED OR TRANSFERRED WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF ANY U.S. PERSONS AS SUCH TERMS ARE DEFINED IN REGULATIONS UNDER THE SECURITIES ACT OR TO ANY U.S. CITIZENS (AS DEFINED IN 8 U.S.C. SUBCHAPTER III) OR ANY U.S. PERSONS (AS DEFINED IN 17 C.F.R. §230.902(K)). PRIOR TO ACCESSING, PURCHASING OR USING THE HIMALAYA PRODUCTS AND SERVICES YOU MUST INFORM YOURSELF OF AND OBSERVE ANY RESTRICTIONS APPLICABLE TO YOU. A FAILURE TO COMPLY WITH APPLICABLE RESTRICTIONS MAY CONSTITUTE A VIOLATION BY YOU OF THE LAWS AND REGULATIONS IN YOUR JURISDICTION. FURTHER INFORMATION CAN BE FOUND IN THE JURISDICTION CONDITIONS (AS DEFINED BELOW).

PRIOR TO ACCESSING, PURCHASING OR USING THE HIMALAYA PRODUCTS OR SERVICES, PROSPECTIVE USERS OR MEMBERS LOCATED IN THE REPUBLIC OF ITALY ARE REQUIRED TO REVIEW AND ACCEPT THE CONDITIONS CONTAINED IN SCHEDULE F (JURISDICTION CONDITIONS – ITALY) FOR THE PURPOSES OF SECTION 1341 AND SECTION 1342 OF THE ITALIAN CIVIL CODE.

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PART 1: GENERAL TERMS AND CONDITIONS

1. PRELIMINARY PROVISIONS

1.1 Terms and Conditions

- (a) This Agreement is a contract between you and each Provider (as defined below) and is comprised of this Part 1 General Terms and Conditions, each Schedule as applicable to you, the Contractual Documentation, including the Trading Rules, as well as any other documents referred to herein.
- (b) References in this Agreement to "we", "our" or "us", are to the applicable Provider(s) depending on the services being discussed, and references to "you" or "your" are to the person with whom the applicable Provider enters into this Agreement.
- (c) You must agree to all of the terms of this Agreement. If you do not agree to or accept all of the terms of this Agreement, please immediately discontinue access to, and use of, all Himalaya Products and Services. This Agreement applies to all users and/or customers of Himalaya Products and Services. By signing up to use or otherwise using any Himalaya Products or Services you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement, as well as our Privacy Policy, which can be accessed at the website of the Himalaya Exchange: <https://himalaya.exchange>, and Cookie Policy, which can be accessed at the website of the Himalaya Exchange: <https://himalaya.exchange>.
- (d) In order to provide the Products and Services, certain systems of each Provider are, or from the applicable Service Commencement Date (as defined below), will be integrated or linked with the systems of the other Providers. Additionally, in order to provide the Products and Services, certain systems of the Providers are, or from the applicable Service Commencement Date (as defined below), will be integrated or linked with the systems, products and services provided by Affiliates of the Providers or by a Provider under a separate agreement with users ("**Affiliate Providers**"). Certain features of the Products and Services will rely on the Providers sharing, accessing and/or receiving transaction information, instructions and other information from and/or with the other Providers and Affiliate Providers whose products and services you use. The current Affiliate Providers are:
 - (i) **Himalaya Pay App**: Himalaya International Payments Ltd, a company incorporated in the British Virgin Islands, is the owner and operator of Himalaya Pay Application, a mobile application to facilitate the purchase of goods and services from Vendors using Himalaya Dollar Credits and Himalaya Coin Credits (each as defined below) and to enable users to transfer Himalaya Dollar Credits and Himalaya Coin Credits to other users of the Himalaya Pay App ("**Himalaya Pay**").
 - (ii) **Himalaya Exchange App**: Himalaya International Clearing Ltd, a company incorporated in the British Virgin Islands, in its capacity as owner and operator of the Himalaya Exchange Application, an application enabling Members to access the Himalaya Exchange from a mobile device (the "**Himalaya Exchange App**").

You acknowledge that in order to access or use the products and services of Affiliate Providers in addition to accessing or using certain functionalities of the Products and Services which are reliant on the products and services of Affiliate Providers, you will first need to review and accept the terms of use in respect of the relevant Affiliate Providers products and services, including any additional rules and regulations governing the use of their products and services (and as subsequently amended from time to time) all of which will be made available on the website of the Himalaya Exchange at <https://himalaya.exchange> on or prior to the applicable Service Commencement Date (as defined below). In addition, you will need to acknowledge that you have read and understood their applicable privacy policy which will also be made available on the website of the Himalaya Exchange at <https://himalaya.exchange> (and as subsequently amended from time to time) and any other third party terms subsequently accepted by you while using the Products and the Services ("**Third Party Terms**"). Any breach by you of the Third Party Terms which are accepted by you shall, without limiting any other remedy available to the Affiliate Provider, be deemed to be a breach of this Agreement. We accept no responsibility for any loss suffered by you as a result of the use of any third party application.

- (e) If you are using the Products and Services on behalf of a business, you agree that you are accepting these Conditions and have authority to enter into these Conditions, on behalf of that business.
- (f) If you are under the age of eighteen (18) or the legal age for entering legally binding contracts under applicable laws, you are not permitted to use any of the Himalaya Products and Services. By continuing to access or use the Site (as defined below), you indicate that you are 18 years of age or older or have the legal capacity to enter legally binding contracts under applicable laws. Misrepresentation of your age to gain access to any of the Himalaya Products and Services is a breach of this Agreement.

1.2 Definitions

- (a) **"Account"** means your account with the Himalaya Exchange.
- (b) **"Account Registration Launch Date"** means the date on which prospective Members may first apply to open an Account at the Himalaya Exchange save in respect of Private Placement Participants who may apply to open an Account from the Private Placement Participant Account Registration Launch Date.
- (c) **"Affiliate"** means a person or entity that directly or indirectly controls, is controlled by, or is under common control with another person or entity.
- (d) **"Business Day"** means a day (other than a Saturday or Sunday) or a public holiday in the British Virgin Islands and England and a reference to any time on a Business Day is, unless otherwise specified, a reference to Atlantic Standard Time.
- (e) **"Compliance Policies"** means the compliance policies of the Providers consisting of the Anti-Money Laundering/Know Your Customer Policy, Privacy Policy and the Trading Rules, each of which are available on the website of the Himalaya Exchange at <https://himalaya.exchange> and any other policies and procedures designated as such by the Providers from time to time.
- (f) **"Contractual Documentation"** means each of the agreements and documents which govern, in conjunction with this Agreement, the use of the Sites, Products and Services including any applicable Product Conditions and the Compliance Policies.
- (g) **"Credit"** means a credit in a Members Account with the Himalaya Exchange entitling the Member to participate in trading on the Himalaya Exchange up to the amount from time to time of such Credit. Credits may be Himalaya Dollar Credits, Himalaya Coin Credits or Credits corresponding to another Supported Asset.
- (h) **"crypto assets"** means digital assets that may depend on cryptography and exist on a distributed ledger.
- (i) **"Fee Schedule"** means the schedule of fees applicable to use of the Products and Services made available to Members and published on the Site of the Himalaya Exchange from time to time.
- (j) **"Himalaya Coin"** or **"HCN"** means the coin issued and managed by Himalaya International Financial Group Ltd and branded as such.
- (k) **"Himalaya Coin Conditions"** means the terms and conditions applicable to the purchase and use of Himalaya Coins or Himalaya Coin Credits.
- (l) **"Himalaya Coin Launch Date"** means the date on which HCN Credits may first be purchased from the Himalaya Exchange in respect of the Initial Himalaya Coin Issuance.
- (m) **"Himalaya Dollar"** or **"HDO"** means the U.S. Dollar stablecoin issued and managed by Himalaya International Reserves Ltd and branded as such.
- (n) **"Himalaya Dollar Conditions"** means the terms and conditions applicable to the purchase and use of Himalaya Dollars or Himalaya Dollar Credits.
- (o) **"Himalaya Dollar Launch Date"** means the date on which HDO Credits first become available for Members to purchase from the Himalaya Exchange.
- (p) **"Himalaya Ecosystem"** means the systems and facilities provided by the Providers and the Affiliate Providers through which Credits can be used, held, transferred or spent.
- (q) **"Himalaya Exchange"** means the crypto asset exchange owned, operated and provided by Himalaya International Clearing Ltd.
- (r) **"Himalaya Exchange Conditions"** means the terms and conditions applicable to accessing and using the Himalaya Exchange.
- (s) **"Himalaya Exchange Application Service Commencement Date"** means the date on which Members may begin to use the Himalaya Exchange App.
- (t) **"Himalaya Exchange Trading Service Commencement Date"** means the date on which Members may begin to trade Credits on the Himalaya Exchange.
- (u) **"Himalaya Pay Account"** means a User's account with Himalaya Pay.

- (v) **"Himalaya Pay Service Commencement Date"** means the date on which Himalaya International Payments Ltd makes Himalaya Pay available for use.
- (w) **"Initial Himalaya Coin Issuance"** means the first issuance of HCN by the relevant Issuer.
- (x) **"Issuer"** means, in respect of HDOs, Himalaya International Reserves Ltd and in respect of HCNs, Himalaya International Financial Group Ltd.
- (y) **"Jurisdiction Conditions"** means the conditions contained in Schedule 6 to this Agreement as amended or updated from time to time and which contain additional conditions or which amend certain terms contained in these Conditions with respect to the provision and use of Products and Services in a specified jurisdiction.
- (z) **"Market Data"** means the market value data compiled and published by the Providers on the relevant Site or otherwise, including bid prices, ask prices, trade prices and trading volume.
- (aa) **"Materials"** means, collectively, the images and content on the Sites, including, but not limited to, text, software, images, graphics, data, messages, market data or any other information, and any other website content owned, operated, licensed or controlled by a Provider.
- (bb) **"Member"** means a person or entity who registers and creates an Account with the Himalaya Exchange to use the relevant Site, any Products, or any Services.
- (cc) **"Open Offer"** means an issuance of HCN by the HCN Issuer in respect of which any Member(s) may participate through the purchase of corresponding Credits from the Himalaya Exchange, subject to and in accordance with the terms of that Open Offer.
- (dd) **"Party"** means each of the Provider and you.
- (ee) **"Private Placement Participants"** means all persons who have been formally notified by the Himalaya Exchange prior to the commencement of the Private Placement Participant Account Registration Launch Date or prior to the Himalaya Coin Launch Date that they may participate in the initial sale of Himalaya Coin Credits by purchasing Himalaya Coin Credits up to a maximum amount (the **"Allocation Amount"**) specified in such notice.
- (ff) **"Private Placement Participant Account Registration Launch Date"** means the date on which Private Placement Participants may first apply to open an Account at the Himalaya Exchange.
- (gg) **"Products"** means the products, platforms and technology that the Providers provide to Members, including but not limited to the Himalaya Exchange, the Himalaya Dollar and Himalaya Dollar Credits and the Himalaya Coin and Himalaya Coin Credits.
- (hh) **"Products Conditions"** means the additional conditions applicable to a specified Product and/or Service including the Himalaya Exchange Conditions, the Himalaya Dollar Conditions and the Himalaya Coin Conditions.
- (ii) **"Provider"** means, in the case of the Himalaya Exchange and the Products and Services provided by the Himalaya Exchange, including Credits, Himalaya International Clearing Ltd; in the case of the Himalaya Dollar, Himalaya International Reserves Ltd; and in the case of the Himalaya Coin, Himalaya International Financial Group Ltd and in respect of each additional Product or Service, the Provider specified in the applicable Product Conditions from time to time.
- (jj) **"Reserve"** means the reserve to be established by the Himalaya Dollar Issuer consisting of U.S. Dollars or other currencies in cash and cash equivalent assets such as government securities.
- (kk) **"Securities Act"** means the United States Securities Act of 1933, as amended.
- (ll) **"Service Commencement Date"** means the date on which a Product or Service or the products or services of an Affiliate Provider are made available for purchase or use by Members as notified to Members.
- (mm) **"Services"** means services and other actions that the Provider provides to Members through or in connection with the Provider's Products or an Affiliate Provider's products or services.
- (nn) **"Site"** means any website managed by a Provider or any associated websites, APIs, or mobile applications managed by any Provider of Products and Services including the website of the Himalaya Exchange.
- (oo) **"Supported Assets"** means the types of crypto assets that are supported by, may be transferred to and in respect of which Credits corresponding to such crypto asset may be traded on the Himalaya Exchange from

time to time as published on the Site of the Himalaya Exchange (which for the avoidance of doubt, shall exclude security tokens, asset tokens or derivatives of any kind).

- (pp) **“Supported Currency”** means the fiat currencies that are accepted by the Himalaya Exchange from time to time for the purposes of purchasing any type of Credit, as published on the Site of the Himalaya Exchange.
- (qq) **“User”** or **“You”** means someone who accesses the Site or otherwise accesses or uses the Himalaya Products or Services in any way. Not all Users will be Members.
- (rr) **“Vendor”** means any vendor or merchant approved by the provider of Himalaya Pay from time to time and who accepts payment for goods or services through the Himalaya Pay arrangements.

First-person pronouns are used in this Agreement (us, we, our, ours, etc.) to refer to the Providers. Second-person pronouns (you, yours) refer to the User.

1.3 **Agreement to Terms**

- (a) You agree to be bound by the terms of this Agreement and the Contractual Documentation by taking any act demonstrating your assent thereto. Members are required to click a checkbox adjacent to and associated with the words “I agree” or some similar language to accept these Conditions. If you click any link, button or other device provided to you in any part of a Site’s interface, then you have legally agreed to all of these Conditions. Additionally, by using any Products or Services or any part of a Site in any manner, you understand and agree that such use constitutes your affirmation of your complete and unconditional acceptance to all of the terms in this Agreement.
- (b) For the avoidance of doubt, once you become a Member and create an Account, you will be deemed to be a User of all Products and Services and will have agreed to all Conditions and Contractual Documentation, as applicable including, for the avoidance of doubt, the Conditions relating to any Product or Service governed by these Conditions from any applicable Service Commencement Date in respect of any such Product or Service.
- (c) Even if you fail to indicate your agreement to this Agreement, you understand and agree that you are still bound by the terms of this Agreement and the Contractual Documentation, as applicable, by virtue of your viewing the Site or using any portion of the Site, the Products, or the Services.

1.4 **Jurisdictional Restrictions**

By your use of any of the Site, the Products, or the Services, you represent and warrant that such use is legal for you, including by virtue of the laws in your local jurisdiction, and you agree that you will not use a Site, the Products or the Services if such use is prohibited or otherwise violates the laws of the country, state, province, or other jurisdiction in which you reside or of which you are a citizen. In particular, you agree that you are not a “U.S. person” as such term is defined in Regulation S under the Securities Act, a U.S. Citizen (as defined in 8 U.S.C Subchapter III), a U.S. Person (as defined in 17 C.F.R s230.902(K)) or otherwise located in the United States or any territory subject to the jurisdiction of the United States and are not using or accessing the Site, the Products, or the Services on behalf of or for the account or benefit of such persons.

You acknowledge that in respect of Users who are residents or citizens of a specified state or jurisdiction, certain provisions of these Conditions may apply differently than in respect of users in other jurisdictions as set out in the Jurisdiction Conditions. In particular, you acknowledge that specific Products and Services may not be available to you in your jurisdiction and that the offer of certain Products may be limited to certain types or classes of Users.

1.5 **Conflicts**

In the case of a conflict between the General Conditions and the Product Conditions, the Product Conditions will prevail. In the case of a conflict between the General Conditions or the Product Conditions and the Jurisdiction Conditions, the Jurisdiction Conditions shall prevail.

1.6 **Effective Date**

The Service Commencement Date in respect of each Product or Service will be notified to Users through the Himalaya Exchange Site or in such other manner as is permitted by these Conditions. These Conditions or any applicable Product Conditions or Jurisdiction Conditions shall apply to the use of the applicable Products or Services from the applicable Service Commencement Date. Notwithstanding the occurrence of the Service Commencement Date in respect of any Product or Service or a product or service of an Affiliate Provider, a Provider or any Affiliate Provider may delay the Service Commencement Date in respect of any part (including any functionality) of a Product or Service and the Service Commencement Date in respect of such part shall be the date it is made available for use.

1.7 Revisions to This Agreement

- (a) From time to time, we may revise this Agreement, including any Product Conditions, Jurisdiction Conditions, and the Contractual Documentation. Subject to any applicable Jurisdiction Conditions, we reserve the right to do so, in our sole and absolute discretion, and you agree that, to the fullest extent permitted by law, we have this unilateral right. Your continued use of a Site, the Products, or the Services shall, subject to any provision contained in the applicable Product Conditions or Jurisdiction Conditions, be deemed acceptance of the then prevailing terms and conditions of this Agreement. You agree that, where lawful, all modifications or changes to this Agreement shall take effect and be enforceable immediately upon posting unless otherwise indicated and, subject to applicable laws, any updated or edited version supersedes any prior versions immediately upon posting, and the prior version is of no continuing legal effect unless the revised version specifically refers to the prior version and explicitly states that the prior version (or portions thereof) will remain in effect. If you do not wish to be bound by the revised Conditions and/or Contractual Documentation, you should make a request to the Himalaya Exchange to exchange any Credits in accordance with this Agreement, close your Account and cease using the Products and Services. If you avail yourself of this remedy, at your request, your Account may be closed pursuant to the version of the Conditions and the Contractual Documentation in place at the time that you last used the Products or Services. It is your responsibility to review the Site, the Contractual Documentation, and Agreement on a regular basis.
- (b) We agree that if we make any material changes to this Agreement or the Contractual Documentation, as applicable, we will notify you of such change when you next log into your Account and will include an updated version of this Agreement on the Himalaya Exchange Site or will communicate such changes to you in a manner permitted by this Agreement. The updated version of the Agreement will include a new "last modified" date at the top of the Agreement in order to identify the then-currently applicable Agreement. Following receipt of such a notice and the posting of the updated version of the Agreement on the Himalaya Exchange Site, please re-review the Agreement in order to ensure that you understand how your rights and responsibilities may have been affected by the revisions.

1.8 Amending Services and Delaying Transactions

Each Provider reserves the right to change, suspend, or discontinue any aspect of the Products or Services at any time, including hours of operation or availability of any feature, without notice and without liability. A Provider may decline to process any transaction without prior notice and may limit or suspend your use of one or more Products or Services at any time, in its sole discretion. Suspension of your use of any of the Products or Services will not affect your rights and obligations pursuant to these Conditions or applicable law. Any Provider may, in its sole discretion, delay transactions if (i) so far as relevant, you do not have sufficient Credits to your Account to make it; (ii) they believe the transaction is suspicious, (iii) the transaction may involve fraud or misconduct, (iv) it violates applicable laws, or (v) it violates these Conditions. Where permitted by applicable law, the relevant Provider will endeavour to promptly notify you if a transaction has been delayed and, if possible, provide the reasons for doing so, and anything you can do to correct any errors leading to the stoppage.

1.9 Incorporation by Reference

Although this Agreement represents the primary terms and conditions with respect to our Site, the Products, and the Services, certain additional guidelines and rules are hereby incorporated by reference. These documents, including (i) the Anti-Money Laundering/Know Your Customer Policy; (ii) the Trading Rules; (iii) Privacy Policy and (iv) the rest of the Contractual Documentation, as applicable, which can be accessed at the Site of the Himalaya Exchange: <https://himalaya.exchange> are specifically incorporated by reference and form an integral part of this Agreement.

1.10 Delegation

Any Provider may whenever it thinks fit, and without notice to any Party, delegate by power of attorney or otherwise to any person or persons or fluctuating body of persons all or any activity or function relating or ancillary to the provision of the Products or Services including, for the avoidance of doubt, any powers, authorities and discretions under these Conditions or the Contractual Documentation. Such delegation may be made upon such terms (including power to sub-delegate) and subject to such conditions and regulations as the Provider, in its sole discretion, sees fit. The Provider shall not be under any obligation to supervise the proceedings or acts of any such delegate or sub-delegate or be, to the fullest extent permitted by law, in any way responsible for any liability incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

1.11 Rate of Conversion

Where we are required, by any provision of these Conditions or otherwise, to determine the value of Credits including, without limitation, the value in any currency or as against any other Credits, that determination shall be made by us in our sole and absolute discretion.

2. EXPLANATION OF MEMBERSHIP AND THE SERVICES

2.1 Access

- (a) All Users may access certain public areas of the Site; however, only Members may use the Products and Services. You are responsible for access to the internet, and any internet access or other fees that you incur to access our Site, the Products, and the Services are your sole responsibility. We do not provide any hardware or software to you so you will need to purchase or license the necessary hardware and software to access the Site, the Products, and the Services.
- (b) You must ensure that the device you use to access a Site or use the Products or Services contains adequate anti-virus protection and any appropriate firewall protections to prevent unauthorised access and use.

2.2 Disclaimer and Risk Factors

- (a) We are not responsible for any loss or damage incurred by you as a result of your use of the Site, the Products, or the Services, including the Himalaya Exchange, the Himalaya Dollar or Himalaya Dollar Credits or the Himalaya Coin or Himalaya Coin Credits or any other type of Credit, or for your failure to understand the nature of crypto assets or the market for such assets.
- (b) You acknowledge the following risks related to your use of the Site, the Products, and the Services:
 - (i) The purchase and trading of crypto assets including coins, tokens, crypto, digital currency, or other digital assets through the use of Credits or otherwise, involves significant risks and losses can be substantial and may occur over a short period of time.
 - (ii) The price and liquidity of crypto assets have historically been subject to high levels of volatility and significant price fluctuations and may continue to be subject to such volatility in the future. Crypto assets are relatively new products and technologies and their acceptance as a form of payment remains limited. In addition, a significant proportion of demand for crypto assets is generated by speculators seeking returns based on price volatility. As a result, crypto assets (and Credits corresponding to crypto assets) are highly susceptible to a wide range of external factors which may have a disproportionately negative impact on the value of such assets as compared with traditional assets.
 - (iii) Neither crypto assets or Credits are legal tender, and are not backed by a central bank, government or, in general, legal entities. This may increase price volatility of such assets (and Credits corresponding to such assets) and exposes investors to a heightened risk of loss which may include the entire value of their investment.
 - (iv) Legislative and regulatory changes or actions, both domestically and internationally, may adversely affect the use, transfer, exchange and value of crypto-assets and Credits. Regulation of blockchain networks and crypto assets is nascent, but is likely to evolve significantly. The form of regulatory evolution is uncertain and may vary significantly across jurisdictions. New laws and regulations may inhibit the development and growth of blockchain networks and the adoption and use of crypto assets which may have a material adverse impact on the value and liquidity of crypto assets, the ability to access marketplaces such as the Himalaya Exchange and may negatively impact the structure, rights and transferability of such assets. The occurrence of such events is likely to have a corresponding adverse impact on Credits.
 - (v) As crypto assets are virtual products, they may become 'delisted' or unsupported at any time, which means they (or Credits corresponding to such assets on the Himalaya Exchange) may no longer be offered for sale or exchange on markets. If this happens, the crypto assets (or Credits corresponding to such assets on the Himalaya Exchange) will become worthless and any applicable orders relating to the relevant crypto asset (or Credits corresponding to such assets on the Himalaya Exchange) will be immediately closed.
 - (vi) In certain jurisdictions crypto assets are unregulated products. This means that, when you invest in crypto assets in these jurisdictions, losses incurred due to crypto asset trading, through the use of Credits or otherwise, will not be eligible for government compensation which might be applicable to regulated investment products. HCN, HDO and Credits are not currently and are not intended to constitute regulated products in the jurisdictions in which they are offered or otherwise made available.
 - (vii) Blockchain protocols underlying crypto assets may "fork" (as described below under the heading "Forks"), and we may not support the forked asset promptly or at all. The occurrence of a fork would

result in multiple versions of the blockchain network running in parallel, but with each versions assets lacking interchangeability which may negatively impact the value and liquidity of such assets in addition to corresponding Credits.

- (viii) Transactions in crypto assets, are by nature irreversible, and accordingly, losses due to fraudulent or accidental transactions are generally not recoverable.
- (ix) Some crypto-asset transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you or any other person initiates the transaction.
- (x) Crypto assets in a given address are controlled by the private key of the holder of the address. If the private key is compromised or lost, the crypto assets in that address may be stolen or lost and otherwise unrecoverable.
- (xi) The value of some crypto assets may be derived from or influenced by the continued willingness of market participants to exchange fiat currencies for crypto assets or to exchange one type of crypto asset for another, which may result in the potential for permanent and total loss of value of a particular crypto-asset or Credits corresponding to such assets on the Himalaya Exchange should the market for that crypto-asset disappear.
- (xii) There is no assurance that a person who accepts crypto assets or Credits as a payment method today will continue to do so in the future. Should merchants and commercial business, including any Vendors who accept payments for goods or services through the Himalaya Pay arrangements, subsequently refuse to do so, this may have a negative impact on the value and liquidity of such assets and/or corresponding Credits. Additionally, a lack of expansion in the adoption of crypto assets may result in increased volatility and a decline in the value, liquidity and utility of such assets and Credits corresponding to such assets on the Himalaya Exchange.
- (xiii) The Products and other crypto assets corresponding to Credits which may be purchased through the Himalaya Exchange may rely on source code which may contain flaws, bugs, defects or inconsistencies which could compromise the predictability, usability, functionality, stability and security of such Products and assets. In addition, source code modifications or updates may lead to unexpected or unintended outcomes which may adversely affect the utility or functionality of the Products, Services or other assets and, as a result, corresponding Credits. The Providers may in such circumstances determine that Credits corresponding to affected crypto assets are not fit for use within the Himalaya Ecosystem, freeze such Credits and require that they be replaced or swapped for Credits corresponding to updated versions. In addition, the Providers may freeze HCN and HDO held by users outside the Himalaya Ecosystem in such circumstances and require that they be replaced or swapped for updated versions.
- (xiv) The nature of crypto assets may lead to an increased risk of fraud or cyberattack and may mean that technological difficulties experienced by a Provider may prevent access to, or use of, Credits. Blockchain networks may be the target of malicious attacks seeking to identify and exploit weaknesses in the software, including through the introduction of weaknesses and bugs into core infrastructure of the network and open source code which may result in the loss or theft of assets, including crypto assets owned by the Himalaya Exchange which may adversely impact the ability of the Himalaya Exchange to agree to any request from a Member to exchange Credits for any corresponding crypto asset.
- (xv) The approval of any request by a Member to exchange Credits to their Account for crypto assets is at the sole discretion of the Himalaya Exchange and the Himalaya Exchange gives no guarantee that it will approve any exchange request. In addition, the approval of any request to exchange HDO Credits for fiat is at the sole discretion of the Himalaya Exchange and the Himalaya Exchange gives no guarantee that it will approve any exchange request. Neither Members or Users have any direct or indirect claim on HDO Issuer, the Reserve or the HCN Issuer.
- (xvi) The tax treatment of crypto assets and Credits may be uncertain and may result in adverse tax consequences. The use of Credits to make purchases may expose users to tax consequences that would not have resulted had their purchases been made in a fiat currency and the purchase and use of crypto currencies and corresponding Credits may have adverse tax consequences including withholding tax, income taxes and tax reporting requirements. Users must seek their own tax advice.
- (xvii) You do not have a right to require the Himalaya Exchange or an Issuer to exchange any Credits, Himalaya Dollars or Himalaya Coins you acquire for fiat currency or any other asset or Credit. The Himalaya Exchange is not obliged to fulfil a request to exchange Credits and the relevant Issuer is not obliged to offer to repurchase Credits, Himalaya Dollars or Himalaya Coins. Neither the Issuers

nor the Himalaya Exchange gives any representation, warranty or undertaking, express or implied, that it will do so.

- (xviii) Where a transfer of Himalaya Coins or Himalaya Dollars is made to an address which has not been whitelisted by the relevant Issuer or a third party authorised to undertake such registration, the Himalaya Coins or Himalaya Dollars will be blocked in that address for the Restricted Period as described in the Himalaya Dollar Conditions and the Himalaya Coin Conditions. This restriction may adversely impact the value and liquidity of Himalaya Coins and Himalaya Dollars and may negatively impact the value and liquidity of corresponding Credits.
 - (xix) The ERC-1404 smart contract in respect of Himalaya Dollars or Himalaya Coins may be audited and amended from time-to-time at the discretion of the relevant Issuer to implement restrictions which the Issuer considers necessary to avoid breaches of existing or new laws or regulations or otherwise protect their value, integrity and stability. Such changes may include, without limitation, locks on transfers to wallets of residents located in or citizens of certain jurisdictions for specified periods or at all. Such changes may materially adversely impact the value, transferability and/or utility of Himalaya Dollars or Himalaya Coins and may negatively impact the value and liquidity of corresponding Credits. In addition, amending the ERC-1404 smart contract may require the Himalaya Dollars or Himalaya Coins be frozen for a period of time during which holders will be unable to use or transfer Himalaya Dollars or Himalaya Coins. No Provider or Affiliate Provider will be liable for any loss which a holder incurs as a consequence.
- (c) For a further discussion of certain potential risks associated with the Products and Services, please see the Risk Factor Disclosure which can be found at Schedule 7. This Agreement (including the Risk Factor Disclosure) does not disclose all of the risks associated with purchasing or trading in Credits or the use of the Products and Services but only certain key risks which have been identified by the Providers. You acknowledge and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of those risks for you in light of your circumstances and financial resources. You acknowledge that the Himalaya Exchange offers an execution only trading service. Trades will be executed at your request but without you being provided with any advice or personal recommendations. We are not required to and we will not assess the suitability or appropriateness of transactions including whether (a) any type of Supported Asset or corresponding Credit meets your investment objectives; (b) you would be able to financially bear the risk of any loss that the purchase of any type of Credit may cause; (c) you have the necessary knowledge and experience to understand the risks involved; or (d) you are aware of the tax consequences of any transaction. The Providers do not give advice or recommendations regarding Credits or crypto assets of any type. You should be aware that the Credits to your Account may sustain a total loss of value, and that under certain market conditions, you may find it difficult or impossible to liquidate a position. The Providers are not giving tax advice, legal advice or other professional advice by allowing you to purchase Credits or use the Site, the Products, or the Services. No Material on our Site shall be considered tax advice, legal advice or investment advice.
- (d) The Products and Services and those of the Affiliate Providers are being made available on a phased basis and Members will not have access to an applicable Product or Service or those of the Affiliate Providers until the applicable Service Commencement Date. In particular, while Private Placement Participants will initially be able to purchase Himalaya Dollar Credits following the opening of their Account, they will be unable to purchase Himalaya Coin Credits (if eligible) until the Himalaya Coin Launch Date and will be unable to transfer, trade or exchange any Credits until the Himalaya Exchange Trading Service Commencement Date (save in respect of a purchase of Himalaya Coin Credits with Himalaya Dollar Credits). Additionally, eligible users will be unable to access Himalaya Pay or open a Himalaya Pay Account until the Himalaya Pay Service Commencement Date or access or use the Himalaya Exchange App until the Himalaya Exchange Application Service Commencement Date. The value and utility to Members of holding Himalaya Dollar Credits and Himalaya Coin Credits is likely to be materially restricted until after the Service Commencement Date in respect of all Products or Services and those of the Affiliate Providers.
- (e) YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL ACCESS AND USE THE SITE, THE PRODUCTS, AND THE SERVICES AT YOUR OWN RISK.
- (f) We generally do not own or control the underlying software protocols of crypto asset networks that govern the operation of crypto assets. In general, the underlying protocols are open source, and anyone can use, copy, modify, and 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.

3. YOUR ACCOUNT

3.1 Opening your Account; Registration Data; Compliance Policies

- (a) In order to use any Products and Services, you will be required to register and create an Account. You may apply to open an Account at any time following the Account Registration Launch Date or, in the case of Private Placement Participants only, the Private Placement Participant Account Registration Launch Date. Once your Account has been opened, you may: (i) at any time following the Himalaya Dollar Launch Date, and subject to the Himalaya Dollar Conditions, place orders to purchase of Himalaya Dollar Credits; and (ii) at any time following the Himalaya Coin Launch Date, place orders to participate in an Open Offer of Himalaya Coins in which you are eligible to participate in accordance with the terms of that Open Offer and the Himalaya Coin Conditions through the purchase of Himalaya Coin Credits. Following the Himalaya Exchange Trading Service Commencement Date, your Account will reflect Credits corresponding to Supported Assets purchased by you from the Himalaya Exchange in consideration for Supported Assets, Himalaya Dollar Credits purchased by you from the Himalaya Exchange and Himalaya Coin Credits purchased by you as part of an Open Offer and Credits obtained by you through trading on the Himalaya Exchange. If you are a User who is eligible to use Himalaya Pay in accordance with these Conditions and the conditions of the Himalaya Pay Affiliated Provider then, following the Himalaya Pay Service Commencement Date and your activation of the Himalaya Pay App, you may transfer Himalaya Dollar Credits and Himalaya Coin Credits on your Account to your Himalaya Pay Account and vice versa subject to the conditions of the Himalaya Pay Affiliated Provider.

Prior to the Himalaya Exchange Application Service Commencement Date, you may only apply to open an Account through the Site of the Himalaya Exchange. Following the Himalaya Exchange Application Service Commencement Date you may apply to open an Account either through the Site of the Himalaya Exchange or the Himalaya Exchange App.

When registering, you will be asked to provide certain registration details and information that identifies you. When you open an Account, we will ask for your name, date of birth, nationality, residential address, contact details and other information that will allow us to identify you. We may also ask to see your passport, national identity card or other identifying documents in accordance with our and our Affiliate Providers legal and regulatory requirements. For further information about the way in which we or our Affiliate Providers use your personal information please see the applicable privacy policy, which can be accessed at the Site of the Himalaya Exchange: <https://himalaya.exchange>.

- (b) In addition, at any time before or after your Account has been opened, you may be requested to provide certain other information pursuant to our Compliance Policies and applicable law, including, if necessary, information that will enable us to report your tax information to the relevant authorities where we are required to do so under applicable law. If you fail to reply promptly to any request from us, or if your responses are unsatisfactory, we may close or suspend your Account and/or you may be unable to use the Services.
- (c) We may, in our sole discretion, refuse to open an Account for you or limit the Products or Services available to you.
- (d) You agree to provide true, accurate, current and complete responses to our information requests, and you further agree to maintain and promptly update the information you have provided us to ensure it remains true, accurate, current and complete at all times while you are a Member. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Products, as applicable, and related Services by you. To the fullest extent permitted by law, we shall not be liable to make any compensation, monetary or otherwise, following such suspension, termination or inability to use the Products, as applicable, or the related Services. You are responsible for any fees that we incur with respect to your Account as a result of any of the foregoing.
- (e) You hereby authorise us, or a third-party service provider, to take any measures that we consider necessary to verify and authenticate your identity, confirm the information you submit and to take any action we deem necessary based on the results.

3.2 Security Procedures and Liability for Unauthorised Activity

- (a) You are responsible for any and all activities conducted through your Account and validated by us using the Security Procedures, as described below, notwithstanding that such activities were not authorised by you. By using the Products and the Services, you agree that the Security Procedures described in this Agreement are commercially reasonable for the size, amount and frequency of your transactions. You further agree that the Security Procedures described in this Agreement are used to verify the authenticity of your orders or other instructions, but not to detect errors in any order or other instruction you transmit. You agree that we may update or amend the Security Procedures from time to time.
- (b) In order to log into your Account, you will be required to enter your login ID and password and comply with such other security protocols as we may implement from time to time (the "**Security Procedures**"). In some

cases, in our sole discretion, we may require additional verbal or electronic confirmation of a transaction prior to processing such transaction.

- (c) You are responsible for maintaining the security and confidentiality of your login ID and password. You agree to notify us immediately of any unauthorised use of your login ID and password as well as of any other breach of security.
- (d) While we do not have any obligation to monitor, we may implement certain monitoring procedures designed to alert us to fraudulent activity. We are not however responsible for any unauthorised use of your Account and, to the fullest extent permitted by applicable law, we will not be liable for any loss that you may incur as a result of someone accessing your Account, either with or without your knowledge. To the fullest extent permitted by law, we disclaim any and all liability arising from fraudulent entry and use of the Products and the Services (including, but not limited to, liabilities arising from unauthorised activity undertaken through your Account). If someone fraudulently obtains access to your Account, we will take such action as we determine to be warranted, including without limitation, terminating your access and/or membership immediately, closing the Account, and taking all necessary and appropriate actions under applicable international and domestic laws.
- (e) PLEASE NOTE THAT WE WILL NEVER ASK YOU, FOR ANY REASON, WHETHER BY EMAIL, REGULAR MAIL OR TELEPHONE, TO DISCLOSE YOUR ACCOUNT PASSWORD. PASSWORD INQUIRIES WILL ONLY BE CONDUCTED ONLINE AND ONLY AFTER YOU HAVE SIGNED ONTO THE SITE. WE WILL NEVER SEND YOU EMBEDDED LINKS IN AN EMAIL REQUESTING THAT YOU SIGN ONTO THE SITE BY CLICKING SUCH A LINK. IF YOU RECEIVE AN EMBEDDED LINK BY EMAIL CLAIMING TO BE FROM US, YOU SHOULD NOT OPEN IT OR CLICK ON THE LINK. THE EMAIL IS NOT FROM US AND IS LIKELY FRAUDULENT. NEVER GIVE YOUR ACCOUNT PASSWORD TO ANYONE WHOM YOU DO NOT INTEND TO AUTHORISE TO USE YOUR ACCOUNT.

3.3 **No Account Transfers; No Grant of Third Party Access**

You may not transfer, lease, assign or sell your Account (or any use thereof) to a third party without the consent of the Providers. In addition, you may not grant any person access to your Account except as expressly permitted by us. If, as permitted by us, you grant express permission to a third party to access or connect to your Account, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. You are fully responsible for all acts or omissions of any third party with access to your Account and any action of such third party shall be considered to be an action authorised by you. Further, you acknowledge and agree that you will not hold us responsible for, and will indemnify us from, any liability arising out of or related to any act or omission of any third party with access to your Account.

3.4 **Credits**

- (a) Your Account (and any available Credits administered in such Account) is not a bank account, a deposit account or a trust or custody account and Credits to your Account are not deposits. A transfer by you of fiat currency to the bank account of the Himalaya Exchange or crypto assets to the wallet of the Himalaya Exchange in accordance with the Himalaya Exchange Conditions will constitute a purchase by you of Credits which can be used by you to participate in trading on the Himalaya Exchange or in any other manner provided for by these Conditions following the applicable Service Commencement Date.
- (b) You agree and understand that any transfers by you of fiat currency to the bank account of the Himalaya Exchange or of crypto assets to the wallet of the Himalaya Exchange in consideration for the purchase by you of Credits shall be a payment in respect of the sale of Credits to you and your sole right is to the Credits administered in your Account at the Himalaya Exchange and you shall not acquire or have any rights of redemption or any rights to or interest in any bank account or wallet of the Himalaya Exchange or any other Provider or any entitlements, claims, or rights against the Himalaya Exchange's or any other Provider's or Affiliate Provider's bank or wallet provider in respect of any payments or transfers made by you and there is no relationship between you and any Providers bank or wallet provider or that of any Affiliate Provider.
- (c) You do not have a right to require the Himalaya Exchange or an Issuer to exchange or otherwise convert any Credits you acquire for fiat currency or any crypto or other assets. The Himalaya Exchange may, in its discretion, but is not obliged to fulfil a request to exchange or otherwise convert Credits and an Issuer is not obliged to offer to repurchase Himalaya Dollar Credits or Himalaya Coin Credits or to exchange or repurchase Himalaya Dollars or Himalaya Coins held by any person outside the Himalaya Exchange. Neither an Issuer nor the Himalaya Exchange gives any representation, warranty or undertaking, express or implied, that it will do so.

3.5 **Statement of Account**

- (a) A statement of your Account, including the amount and type of your Credits, may be accessed in electronic format for viewing online at the applicable page in your Account. We use commercially reasonable efforts to ensure that the information contained in your Account statements is accurate and reliable; however, because the information is provided real-time, errors may occur. The Himalaya Exchange's ledger is the definitive record of transactions and any Credits available to you.
- (b) If you believe that your statement of Account contains any errors, please notify us immediately of such error, along with any additional information concerning the error. If we do not hear from you within fourteen (14) days after the electronic posting to your Account of the applicable transaction and/or any fee (if applicable), such transaction and fee will be deemed accepted by you and will no longer be subject to challenge.

3.6 Closing Your Account

- (a) You may close your Account by providing written notice to us, and upon receipt of such notice, a hold will be placed on your Account to allow any then pending transactions to clear. After notifying us of your desire to close your Account, we may terminate your ability to transact in your Account and only permit you to request an exchange in respect of the remaining available Credits associated with your Account. Closing your Account will not affect any rights and obligations incurred prior to the date of Account closure.
- (b) In order to finalise the closure of your Account, there must be no Credits remaining on your Account or on your Himalaya Pay Account if you have one.
- (c) If you close your Account, your Himalaya Pay Account will also be closed.
- (d) If you close your Account under this clause 3.6 or your Account is otherwise closed by us pursuant to any other provision of this Agreement, you will not be eligible to apply to open a new Account for a period of one year from the date your Account is closed.

4. SUSPENSION AND TERMINATION OF YOUR MEMBERSHIP AND ACCOUNT

4.1 Suspension and Termination

Without limiting other remedies that may be available to us, we reserve the right, in our sole and absolute discretion, but subject to applicable laws, to block access to or to suspend, close or terminate your Account, refuse to let you purchase, exchange or transfer Credits, and freeze all Credits to your Account, at any time, with or without advance notice, if:

- (a) we believe, in our sole and absolute discretion, that you have breached any terms and conditions of this Agreement, including, but not limited to the Trading Rules, the Compliance Policies or the terms and conditions of any Affiliate Provider which apply to you;
- (b) you provide incorrect, incomplete or misleading information or make a representation or warranty that is incorrect or misleading;
- (c) you breach any payment or delivery obligation or other term of the Agreement, any other agreement with us, or any term of any arrangement you have with any financial institution, or any financial institution has suspended or terminated your use of any financial services;
- (d) you engage in abusive behaviour, as determined in our sole and absolute discretion including, without limitation, actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, disable, circumvent, intercept, or expropriate any system, data, or information; transmit or upload any material to the Site that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorised access to the Site, other Accounts, computer systems or networks connected to the Site, through password mining or any other means; use Account information of another person to access or use the Site, except in the case of specific merchants and/or applications which are specifically authorised by a User to access such User's Account and information; or transfer your Account access or rights to your Account to a third party, unless by operation of law or with our express permission;
- (e) we believe, in our sole and absolute discretion, that your actions interfere with another individual's or entity's access to or use of any Products or Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Site about others, including without limitation email addresses, without proper consent.
- (f) we are unable to verify or authenticate any information you provide to us;

- (g) we believe, in our sole and absolute discretion, that your actions may cause legal liability for you, our Users, Members, a Provider or an Affiliate Provider;
- (h) you send any type of crypto asset to the wallet of the Himalaya Exchange using any source that you do not have the legal right from which to transfer such assets;
- (i) you send any fiat currency to the bank account of the Himalaya Exchange using any source that you do not have the legal right from which to transfer funds;
- (j) we believe or suspect that you are directly or indirectly using our Site, the Products, the Services or the Materials in a way which would violate, or assist in violation of, any law, statute, ordinance, or regulation or sanctions programs, or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information in violation of applicable law or regulation, or this Agreement;
- (k) we are directed to do so by law enforcement, a regulatory authority or court order;
- (l) you use the Products or Services for any illegal purpose or in violation of any local, state, national, or international law, or we are required to do so by applicable law or regulation;
- (m) your ability to access and/or use any of the Products or Services or our providing or making available the Products and/or Services to you, in our opinion, violates or may violate any local, state, national, or international law, rule, regulation or any pronouncement by any governmental, regulatory or other body having jurisdiction, whether now in existence or which become applicable at a later date or is, in our opinion and based on such factors as we deem relevant, including government or regulatory consultations or proposals for legal reform, likely to become applicable;
- (n) your Account or your Himalaya Pay Account is subject to pending litigation, investigation or governmental proceeding;
- (o) you become insolvent or any of your assets are subject to insolvency proceedings;
- (p) you disaffirm, disclaim, repudiate or reject, in whole or in part, the Agreement or any transaction undertaken by you through our Products or Services or those of an Affiliate Provider;
- (q) we believe that someone is attempting to gain unauthorised access to your Account;
- (r) you are convicted of a tax or other crime in any jurisdiction;
- (s) we believe there is unusual activity in your Account or that your Account is being operated or the Himalaya Exchange is being used by you in an irregular or improper manner;
- (t) any of your Credits are subject to enforcement of a judgment or are expropriated, compulsorily acquired or resumed on any basis;
- (u) your Account has no Credits and has not been accessed for more than three years;
- (v) anything occurs which, in our opinion, is likely to have a material adverse effect on your ability or willingness to comply with your obligations under the Agreement or the Contractual Documentation;
- (w) you attempt to do any of the acts described in this provision or assist or permit any person in engaging in any of the acts described in this provision; or
- (x) subject to applicable law, for any other reason in our sole and absolute discretion.

In addition, we may discontinue the Site, any Product, or any Services at any time.

For the avoidance of doubt, our rights under this provision do not affect any other right under the Agreement and are subject to the giving of any notice, demand or lapse of time which is required by applicable law and cannot be excluded.

4.2 **Trading Rules Violations**

For the avoidance of doubt, by agreeing to this Agreement, you will be bound to comply with the Trading Rules, which can be accessed at the Site of the Himalaya Exchange: <https://himalaya.exchange>.

4.3 **Loss of Value on Suspension or Closure**

We are not responsible for any loss of value of Credits to your Account resulting from the suspension or closing of your Account or your Himalaya Pay Account for any of the reasons listed above, including your violation of this Agreement or from any government seizure or forfeiture. To the fullest extent permitted by applicable laws, you agree that neither we nor any third party acting on our behalf shall be liable to you for any termination of your access to any part of the Site, the Products or the Services in accordance with this Agreement.

4.4 Your Obligations on Suspension or Closure

- (a) You agree that if your access is terminated by us, you will not attempt to regain access to the Site, the Products or the Services using the same or different username or other attempted identification without our prior written consent.
- (b) If we terminate your Account, you will be deemed to have requested an exchange of all Credits to your Account for corresponding crypto assets and a transfer to your external wallet address, less the value of any amounts to which we are entitled pursuant to this Agreement and the Fee Schedule, subject to applicable law. However, we are not obliged to agree to your exchange request, and any agreement is at our discretion. Subject to the restrictions and approvals in the Himalaya Exchange Conditions relating to the exchange of Credits, you authorise us to make such exchange on your behalf and transfer crypto assets corresponding to such Credits (less amounts to which we are entitled) to any wallet linked to your Account or notified by you to us unless, in each case, otherwise required by law. Without prejudice to the foregoing, in respect of any Himalaya Dollar Credits to your Account the Himalaya Exchange may, in its discretion, exchange Himalaya Dollar Credits to your Account for U.S. Dollars and transfer funds in respect of such exchange (less amounts to which we are entitled) to any bank account linked to your Account or notified by you to us and you authorise us to take such actions on your behalf.
- (c) If you have not previously provided banking details and we require these to remit any amounts in respect of an Exchange of Himalaya Dollars, you agree to provide banking details to us within seven (7) calendar days of receiving notice of the closure so that we may remit any such amounts to you. If there is a Credit balance in respect of crypto assets remaining in your Account, you agree to provide us with a wallet address within seven (7) calendar days of receiving notice of the closure so that we may remit any crypto assets corresponding to such Credits to you.
- (d) In our sole discretion, and in the event you fail to provide a crypto asset wallet address as required by this section, you agree that we are permitted to trade any Credits on the Himalaya Exchange on your behalf for Himalaya Dollar Credits and exchange such Credits for U.S. Dollars or otherwise liquidate such Credits and, subject to and in accordance with paragraph (b) above and subject to the provisions of paragraph 3.4(c), remit such proceeds to you. You agree that we will not be liable to you for any losses that you may incur as a result of our trading or other liquidation of such Credits in connection with the closure of your Account.

5. UNCLAIMED CREDITS

If there are Credits administered in your Account and there has been no activity in your Account for a period of more than three years or as otherwise prescribed by applicable law, we may be required to report this as unclaimed property in accordance with abandoned property and escheat laws. If this occurs, we will use reasonable efforts to provide written notice to you. If you fail to respond to any such notice within seven (7) Business Days of receipt, or as otherwise required by law, we may be required to take actions in respect of such Credits on your behalf including a sale or exchange and delivery of any corresponding funds or assets to the applicable jurisdiction as unclaimed property. We reserve the right to deduct a dormancy fee or other administrative charges from such deliverable funds or assets (in addition to any fees charged as set forth herein, in the Fee Schedule or otherwise in the Contractual Documentation), as permitted by applicable law.

6. SERVICE INTERRUPTION

From time to time due to technological factors, scheduled software updates and the performance of other maintenance, as well as factors beyond or within our control, the Site, the Products, or other Services may be temporarily interrupted ("Downtime"). Information on scheduled maintenance windows can be found on our Site. Open orders, transfers and/or exchanges will be held during Downtime and processed normally following Downtime, cancelled or dealt with in such other manner as may be specified in the Trading Rules from time to time. Following any Downtime, market conditions and prices may differ significantly from conditions and prices prior to such Downtime.

7. RESTRICTIONS ON USE OF OUR SITE AND SERVICES

7.1 User Type

If you register with us as an individual Member, you agree that you will use the Site, the Products and the Services for your personal use only. If you register with us as an institutional Member on behalf of an institution, you (a) represent that you are an authorised representative of such institution and that this Agreement is binding on such institution, and

(b) agree that you will use the Site, the Products and Services for commercial purposes only. In addition, you agree that any use of the Site, the Products and the Services shall be for the purposes expressly permitted and contemplated by this Agreement. You may not use the Site, the Products or the Services for any other purposes without our express prior written consent.

7.2 Restrictions on Use

Without our express prior written authorisation, you may not:

- (a) duplicate or reproduce any part of our Site, the Products, the Services or the Materials (except as expressly provided elsewhere in this Agreement);
- (b) create any derivative works based on or using our Site, the Products, the Services or the Materials, and you agree and stipulate that any and all derivative works are NOT "fair use;"
- (c) use our Site, the Products, the Services or the Materials for any public display, public performance, sale or rental, and you hereby agree and stipulate that any and all such uses are NOT "fair use";
- (d) use our Market Data to develop, create, register, list, trade, clear, or settle any investment product or financial product of any kind;
- (e) knowingly or recklessly use and/or take advantage of a technical or technological error, loophole or glitch in the Products or Services;
- (f) re-distribute our Site, the Products, the Services or the Materials, and you hereby agree and stipulate that any and all such uses is NOT "fair use;"
- (g) remove any copyright or other proprietary notices from our Site, the Products, the Services or the Materials or, falsify or delete any author attributions, legal or other proper notices or labels of the origin or source material that is uploaded or otherwise provided by you;
- (h) frame or utilise any framing techniques in connection with our Site, the Products, the Services or the Materials;
- (i) translate, reverse-engineer, decompile or disassemble our Site, the Products, the Services or the Materials;
- (j) use any meta-tags, pay-per-click advertising, or any other "hidden text" using our Site's name or marks or those of the Products, and you hereby stipulate that any use of the Site's name or marks, or any other marks owned by us is an infringement upon our trademark rights, and you agree to indemnify us for any loss and damage that will be suffered by us as a result of such infringement, plus you agree to pay any and all fees incurred in the recovery of this amount, including legal fees and all associated costs;
- (k) "deep-link" to any page of the Site or the Products, or avoid accepting acknowledgement of this Agreement;
- (l) circumvent any encryption or other security tools used anywhere on the Site or in conjunction with the Products or the Services (including the theft of usernames, passwords or API keys or using another person's username, password or API key in order to gain access to a restricted area of the Site);
- (m) use any data mining, bots, scrapers or similar data gathering and extraction tools on the Site or in conjunction with the Products, the Services or the Materials;
- (n) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Materials (including Market Data) or the Products or Services or any of your rights to access and use the Products, the Materials or Services as granted specifically by this Agreement;
- (o) use our Products or Services to impersonate any other User or person;
- (p) use any Materials (including the Market Data) or information on our Site or included in our Products or Services in any manner that infringes any copyright, trademark, patent, trade secret, publicity or other proprietary right of any party;
- (q) use or duplicate the computer code underlying any Products, contrary to the license contained in each Product's code repository.

- (r) upload or attempt to upload files that contain viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of ours or another's property;
- (s) upload, post, email or otherwise transmit to us any submission that you do not have a right to transmit under contractual, fiduciary or other relationships (such as inside information, trade secrets, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (t) upload, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that we may designate for such purpose;
- (u) restrict or inhibit any other User from using and enjoying the Product or the Services;
- (v) harvest or otherwise collect information about other users of the Site, the Product or the Services, including email addresses or other personally-identifiable information;
- (w) violate any applicable laws, regulations or policies, or this Agreement;
- (x) use the Products or the Services to pay for, support, receive proceeds from or otherwise engage in any illegal gambling activities;
- (y) upload, post, email or otherwise transmit any material that is illegal, immoral, obscene or defamatory of any person;
- (z) use any automatic device or manual process to monitor or reproduce the Site, the Services (including the Products) or the Materials, and not use any device, software, computer code, or virus to interfere or attempt to disrupt or damage the Site, the Products or the Services;
- (aa) do anything that may adversely affect proper operation of the Site, the Products, the Services and the reputation and goodwill of the Providers; and
- (bb) attempt to do any of the acts described in this section or assist or permit any person in engaging in any of the acts described in this section.

8. **DISCLAIMER OF WARRANTY**

8.1 **Express Disclaimers**

By using the Site, the Products, the Materials or the Services, you expressly acknowledge and agree that:

- (a) such use of the Site, the Products, the Materials and the Services is at your own and sole risk;
- (b) any material and/or data downloaded or otherwise obtained through the use of the Site, the Products, the Services or any of the Materials is done at your own discretion and risk, and you are solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data;
- (c) the Site, the Products, the Services and the Materials and all content contained therein are, to the fullest extent permitted by applicable law, provided "as is" without warranty of any kind, either express or implied;
- (d) we make no representations or warranties that the Site, the Products, the Materials and Services, or any content contained therein, will be uninterrupted, timely, secure, or error-free; nor do we make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of the Site, the Products, the Materials or the Services or any of the content contained therein;
- (e) we cannot and do not guarantee or warrant that files available for downloading from the internet will be free of viruses, worms, trojan horses, or other code that may manifest contaminating or destructive properties; and, we do not assume any responsibility or risk for your use of the internet in connection with the Site, the Products, the Materials, the Services and any content contained therein;
- (f) we make no warranty, express or implied, regarding any transaction entered into through the Site, the Products, or the Services;

- (g) we make no representations or warranties concerning the value of any crypto asset or Credit;
- (h) to the fullest extent permitted by law, we make no warranty, express or implied, regarding the availability of the Site, the Products, or the Services, and shall have no liability for any loss or damage arising from Downtime;
- (i) the value of crypto assets and Credits, can be volatile and we are in no way responsible or liable for any losses you may incur by holding Credits corresponding to or trading Credits corresponding to crypto assets, even if the Site, the Products or the Services are delayed, suspended, or interrupted for any reason;
- (j) you do not have a right to require the Himalaya Exchange or an Issuer to exchange any Credits, Himalaya Dollars or Himalaya Coins you acquire for fiat currency or any crypto asset or other asset of any type. The Himalaya Exchange is not obliged to fulfil a request to exchange Credits and no Issuer is obliged to offer or agree to repurchase Himalaya Dollars or Himalaya Coins or corresponding Credits. Neither an Issuer nor the Himalaya Exchange gives any representation, warranty or undertaking, express or implied, that it will do so; and
- (k) we are not responsible or liable for any loss resulting from any changes we make to the ERC-1404 smart contract of Himalaya Dollars or Himalaya Coins including as a result of our freezing Himalaya Dollars or Himalaya Coins held in external Ethereum wallets in order to implement such changes or for any loss resulting from a failure of or flaws, bugs, defects or inconsistencies in the ERC-1404 smart contract of Himalaya Dollars or Himalaya Coins.

8.2 No Implied Warranties

The warranties and representations expressly set forth in this Agreement are the only warranties and representations made by us with respect to this Agreement, the Site, the Products, the Materials and the Services, and to the fullest extent permitted by applicable law, all other warranties, written or oral, express or implied, that may arise either by agreement between you and us or by operation of law or otherwise, are excluded to the fullest extent permitted by applicable laws.

9. INDEMNIFICATION AND RELEASE

9.1 Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless each of the Providers, their parent company, affiliates and subsidiaries and each of their respective officers, directors, shareholders, members, partners, legal counsel, employees, independent contractors, telecommunication providers, and agents (collectively, the “**Indemnified Parties**”), from and against any and all claims (including third-party claims), actions, loss, liabilities, expenses, costs, or demands, including, without limitation, legal and accounting fees (collectively, “**Losses**”), directly or indirectly, resulting from or by reason of (i) your (or you under another person’s authority) use, misuse, or inability to use the Site, the Products, the Services or the Materials; (ii) any regulatory inquiry, legal action, litigation, dispute or investigation related to your Account and to your use of your Account, the Products, or the Services; or (iii) your breach of this Agreement.

We shall notify you by electronic mail, mail, or other appropriate means, of any such claim or suit, and reasonably cooperate (at your expense) in the defence of such claim or suit. We reserve the right to participate in the defence of such claim or choose our own legal counsel but are not obligated to do so.

9.2 Release

To the maximum extent permitted by applicable law, you hereby discharge, acquit, and otherwise release the Indemnified Parties, from any and all allegations, counts, charges, debts, causes of action, claims and Losses, relating in any way to the use of the Site, the Products, the Service or the Materials.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability

Except to the extent prohibited by applicable laws, in no event shall we (or our licensors, agents, suppliers, resellers, service providers, or any other subscribers or suppliers) or any other Indemnified Party be liable to you, or any other third party, for any direct, special, indirect, incidental, consequential, exemplary, or punitive damages, including without limitation, damages for loss of profits, loss of information, business interruption, loss of revenue, or loss of goodwill, which may arise from any person’s use, misuse, or inability to use the Site, the Products, the Services, the Materials or any of the content contained therein, including any loss caused in whole or in part by any inaccuracies, incompleteness or delays in Market Data, interruptions in the Services, including the Products, even if we have been

advised of the probability of such damages and regardless of whether such liability is asserted on the basis of contract, tort or otherwise.

We will not be liable for any damage or interruptions caused by any computer viruses, spyware, trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. You are responsible for maintaining the security of your environment, including regular use of malware screening and prevention software. You should also be aware that email and other communication services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from a Provider. Always log into your Account through our Site or through the Himalaya Exchange App and contact us if you have any uncertainty regarding the authenticity of any communication or notice.

10.2 **Force Majeure**

Neither we (nor any bank where our deposit accounts are held or provider with which our wallets are held or custodian with which our assets are held) will be liable for our failure to perform any obligations under this Agreement due to events beyond our control, whether foreseeable or unforeseeable, and the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond our control include, but are not limited to, acts of God, war, riot, arson, embargoes, civil commotion, strikes, labour disputes, equipment failures, bank failures, crypto-asset market collapse or fluctuations, fiat currency conversion rate fluctuations, strikes, fire, flood, earthquake, hurricanes, tropical storms or other natural disaster or casualty, shortages of labour or material, shortage of transportation, facilities, fuel, energy, pandemic, government regulation or restriction, acts of civil or military authority or terrorism, fibre cuts, weather conditions, breaches or failures to perform by third parties, technical problems, including hardware and software crashes and other malfunctions, blockchain network disruptions and failures, failure of the telecommunications or information services infrastructure, hacking, SPAM or failure of any computer, server or software disruptions on account of or caused by vandalism, theft, phone service outages, power outage, Internet disruptions, viruses, and mechanical, power or communications failures.

Without prejudice to any other right under this Agreement, if any law, regulation, rule or decision of any self-regulatory organisation, or ordinance, whether domestic or international, becomes effective which substantially alters our ability to offer the Site, the Products or the Services hereunder, we shall have the right to cancel this Agreement, with notice, if reasonably possible, effective upon the earlier of (i) the date upon which we are unable to provide our Services hereunder; or (ii) thirty (30) days following notice.

10.3 **Maximum Liability**

Subject to clause 10.1, our total aggregate liability to you for any individual claim or series of connected claims for losses, costs, liabilities or expenses which you may suffer arising out of, or in connection with, any breach by us of this Agreement shall be limited to a maximum aggregate value of Credits in your Account at the time of the relevant claim. Because some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you (in whole or in part).

10.4 **Right of Set Off**

To the extent permitted by applicable law, we reserve the right to set-off any damages or amounts owed to us by you for your breach of this Agreement, your indemnification obligations, or for your other obligations under this Agreement against Credits to your Account (including, without limitation, transaction fees, funds transfer fees and dormancy fees) and you expressly authorise us to debit any Credits to your Account from time to time to account for such liabilities to us.

10.5 **Statutory or other Rights**

Nothing in this clause shall affect any statutory rights or other rights which cannot be excluded under applicable law.

11. **CONFIDENTIALITY AND COMPLIANCE WITH LEGAL PROCESS**

11.1 **Permitted Disclosure**

We will only use your personal data in the ways set out in our Privacy Policy, which can be accessed at the Site of the Himalaya Exchange: <https://himalaya.exchange>, or as otherwise authorised by you. We may share your personal data and information relating to you and your Account with third parties including:

- (a) our banks and other financial institutions or wallet providers that we use or may use to process funds or assets in order to provide you with the Products and the Services;
- (b) law enforcement, regulatory authorities, tax authorities and officials, or other third parties when we are compelled to do so by a subpoena, court order, or similar legal procedure, or when we believe in good faith

that the disclosure of your information is necessary and in our or other third parties' legitimate interests to prevent damage or financial loss, to report suspected illegal activity or to investigate violations of this Agreement or any other applicable policies;

- (c) Affiliate Providers, agents, contractors and our advisors (e.g., legal, financial, business or other advisors), in order to administer our Services, including to verify your identity and conduct screening and due diligence checks;
- (d) in connection with a merger, acquisition or otherwise; or
- (e) as permitted or required by applicable law.

You should carefully read our Privacy Policy, which can be accessed at the Site of the Himalaya Exchange: <https://himalaya.exchange>, and Cookie Policy, which can be accessed at the Site of the Himalaya Exchange: <https://himalaya.exchange>, as they provide details on how your personal information is collected, stored, protected, and used and provide you with further information about your rights in connection with your personal information.

While we take a range of steps to ensure the security of the information we hold, please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Site or any related Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

11.2 **Affiliated Applications**

In order to provide the Products and Services, certain systems of each Provider will be integrated or linked with the systems of the other Providers. Additionally, in order to provide the certain features of the Products and Services, certain systems of the Providers will be integrated or linked with the systems, products and services provided by Affiliate Providers. Certain features of the Products and Services rely on the Providers sharing, accessing and/or receiving transaction information, instructions and other information from the other Providers and Affiliate Providers whose products and services you use. In order to use specific features of the Products and Services, you will first be required to accept the terms and conditions of the relevant Affiliate Providers. Certain Affiliate Providers are entities affiliated with the Providers but are not under our control. Each Affiliate Provider will use your personal data for its own purposes as notified to you in the applicable privacy policy. We encourage you to read the applicable privacy policy, which will be made available on the Site of the Himalaya Exchange: <https://himalaya.exchange> prior to the Service Commencement Date in respect of the relevant product or service, to ensure that you understand how your personal data will be used in connection with the applicable products or services. In addition, we encourage you to read the applicable terms and conditions of the relevant Affiliate Providers which you will be required to agree to prior to being able to use the relevant features of the Products and Services, which will be made available on the Site of the Himalaya Exchange: <https://himalaya.exchange> prior to the Service Commencement Date in respect of the relevant product or service.

11.3 **Legal Process**

You agree and understand that we may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process, that we in good faith believe to be valid. We may, but are not required to, notify you of such process. We may charge you for associated costs, including legal fees. You agree that we may honour any legal process, regardless of the method or location of service.

12. **LINKS AND LINKING**

12.1 **Third Party Links**

Some websites that are linked to or from the Site are owned and operated by third parties. Because we have no control over such websites and resources, you understand, acknowledge and agree that we are not responsible or liable for the availability of such external websites or resources, and do not screen or endorse such websites or the content, products, advertising or other materials presented therein, and are not responsible or liable for any such content, advertising, services, products, or other materials on or available from such websites or resources.

Use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use (including privacy policies) for those websites, and not by this Agreement or our Privacy Policy.

We reserve the right to terminate any link or linking program at any time.

12.2 **No Liability; Indemnification**

To the fullest extent permitted by applicable laws, you acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with use of or reliance on, any such third-party content, goods or services available on or through any such website or resource. If you decide to access any such third-party website, you do so entirely at your own risk and subject to any terms and conditions and privacy policies posted therein.

You hereby agree to defend and hold harmless each of the Indemnified Parties from and against any and all Losses that may result from your use of links that may appear on the Site or via the Services.

13. **INTELLECTUAL PROPERTY**

13.1 **Trademarks**

Trademarks, service marks, graphics, logos and domains that you find on the Site, the Products, the Services or in the Materials are trademarks or registered trademarks of the Providers or Affiliate Providers and may not be used publicly except with our or the relevant parties express written permission and may not be used in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits the Providers or Affiliate Providers.

13.2 **Other Marks**

Other manufacturers' product and service names referenced on the Site, the Products, the Services and the Materials may be trademarks and service marks of their respective companies and are the exclusive property of such respective owners and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks. You acknowledge and agree that we either own or have been authorised by relevant third-party intellectual property owners to use the trademarks, copyright, patents, design and intellectual property of any nature and form found on the Site and the Services.

13.3 **Copyright**

The Materials accessible from the Site, the Products, and the Services, and any other website owned, operated, licensed, or controlled by us are our proprietary information and valuable intellectual property and we retain all right, title, and interest in such Materials. No rights, title or interest in any such Materials are transferred to you by reason of the access to the Site, the Products, or the Services.

All Materials, such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software are the property of the Providers or its content suppliers and are protected by copyright laws. The compilation of all Materials on the Site and in the Products and the Services is the exclusive property of the Providers or its content suppliers and protected copyright laws, as well as other laws and regulations.

The Himalaya Exchange's Market Data is valuable to us, and to the extent that you receive access to such data, you hereby understand, acknowledge and agree that the Market Data contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and is the sole property of the Providers. The restrictions on use contained in this Agreement shall apply with equal force and scope to the Market Data as to the Site, any of the other Services, the Himalaya Exchange and the Materials. Any distribution, publication, or transmission of our Market Data without our consent is a material breach of this Agreement and a violation of our property rights for which we may seek appropriate legal recourse.

14. **EXPORT CONTROL**

You understand, acknowledge, and agree that the software elements of the Materials on the Site may be subject to export controls and other financial laws and regulations, which prohibits export or diversion of software to certain countries and third parties. Diversion of such materials contrary to applicable law is prohibited. You will not assist or participate in any such diversion or other violation of applicable laws and regulations. You agree that none of the Products, the Services, the Materials or virtual currencies are being or will be used, acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or be used for proscribed activities.

15. **COMMUNICATIONS**

15.1 **Electronic Communications**

In accordance with the terms of our Privacy Policy and subject to applicable (a) laws, (b) regulatory requirements, or (c) mandatory standards or codes of practice of any competent authority (collectively, "**Applicable Law**") which require an alternative or specific method of communication, you acknowledge that we may electronically provide or make available to you (as relevant) any Communication (as defined below), by (i) posting it on our Site, (ii) pushing

notifications through the Services, (iii) emailing it to the email address listed in your Account, (iv) sending you a text message to the primary mobile phone number you have listed in your Account, (v) uploading it to your Account or (vi) making the Communications otherwise accessible via other applications. In such circumstances, a Communication has the same meaning and effect as if we had provided you with paper copies.

15.2 **Opting-out of receiving Communications**

You may at any time opt-out of receiving electronic Communications relating to marketing by selecting the option to unsubscribe or by contacting our customer services. We will act on your opt-out request as soon as possible after receiving it. If you opt-out of receiving such Communications we may contact you in connection with other Communications relating to the services.

15.3 **Contact Details**

It is your responsibility to provide us with a true, accurate and complete e-mail address and contact information, and keep such information up to date. You may update your information through the Site.

15.4 **Form of Communication**

A "Communication" includes but is not limited to any: (a) disclosure, (b) notice, (c) agreement or policy such as additional Conditions or amendments to these Conditions, (d) authorisation or transaction receipt or confirmation, (e) Account statement or history or (f) relevant tax statement or document or any other written information relating to your Account or your use of the Products or Services.

15.5 **When Communication is Effective**

Communications shall be deemed effective upon delivery. Communications delivered by mail shall be deemed delivered on the Business Day following mailing. Communications by email and facsimile transmission, with confirmation from the transmitting machine that the transmission was completed, are acceptable under this Agreement provided that they are deemed delivered one (1) hour after transmission if sent during the recipient's business hours, or otherwise at 9:00 a.m. (recipient's time) the next Business Day. Communications delivered by posting on the Site, pushing notifications through the Services, sending you a text message to the primary mobile phone number you have listed in your Account, uploading it to your Account or making the Communications otherwise accessible via other applications shall be deemed delivered upon posting. Communications delivered by any other method shall be deemed given upon receipt.

15.6 **Refused, Unclaimed, or Undeliverable Notice**

Any correctly addressed Communication that is refused, unclaimed or undeliverable shall be deemed effective as of the first date that said Communication was refused or deemed undeliverable by the postal authorities, messenger, facsimile machine, email server or service provider, or overnight delivery service.

15.7 **Notices from you**

Notices from you to us shall be given via the Himalaya Exchange website or by sending such notice by registered mail to Commerce House, 1 Wickhams Cay, P.O Box 3140, Road Town, Tortola, British Virgin Islands, VG1110 or to such other address as we may notify to you for such purposes from time to time, unless otherwise specified in the Agreement.

15.8 **Confidentiality of Communications**

We do not provide any facility for sending or receiving private or confidential electronic communications. Users should not use the Site or Services (including the Products) to transmit any communication for which the sender intends only the sender and the intended recipient(s) to read. Notice is hereby given that all messages and other content entered into the Site or Services can and may be read by the agents and operators of the Site or Services, regardless of whether they are the intended recipients of such messages. User should not have an expectation of privacy regarding any communications sent through the Site or the Services.

16. **GOVERNING LAW AND ARBITRATION**

16.1 **Governing Law**

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

16.2 **Arbitration**

If a dispute arises between the Parties arising out of or otherwise relating to this Agreement, the Parties shall negotiate in good faith to attempt to resolve the dispute. If the Parties are unable to resolve the dispute through direct negotiations, then, except as otherwise provided herein and subject to any applicable Jurisdiction Conditions, any such dispute arising out of or in connection with this Agreement, including any question regarding the existence, validity or termination of this Agreement, (a "**Dispute**") shall be referred to and finally resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration ("**LCIA**"), which are deemed to be incorporated by reference into this Agreement. The tribunal shall consist of a sole arbitrator, unless the LCIA determines that, in view of all the circumstances of the case, a three-member tribunal is appropriate. The place and seat of the arbitration shall be London, England. The language to be used in the arbitration proceedings will be English. The decision of the arbitrator(s) will be final, binding and enforceable against you and us, and a judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. In no event will the arbitrators have the authority to make any award that provides for punitive or exemplary damages. Each Party shall bear its own costs in relation to such arbitration.

The Parties agree to keep confidential all matters relating to the arbitration, including related court proceedings, to the greatest extent practicable. For purposes of this arbitration provision, references to the Parties also include respective subsidiaries, affiliates, agents, contractors, employees, predecessors, successors and assigns as well as authorised Users or beneficiaries of the Products and Services.

Nothing in this clause shall be construed as preventing either Party from seeking conservatory or similar interim relief in any court of competent jurisdiction.

16.3 **No Waiver of Right to Arbitration**

Subject to paragraph 16.4, there shall be no waiver of the right to arbitration unless such waiver is provided affirmatively and in writing by the waiving Party to the other Party. There shall be no implied waiver of this right to arbitration. No acts, including the filing of litigation, shall be construed as a waiver or a repudiation of the right to arbitrate.

16.4 **Providers Option**

At any time before the appointment of an arbitrator to resolve any Dispute(s), a Provider, at its sole option, may elect, by notice in writing to the other Party, that such Dispute(s) shall instead be heard by the courts of England or by any other court of competent jurisdiction. Following such election, no arbitral tribunal shall have any jurisdiction in respect of such dispute(s) and the Parties irrevocably submit to the jurisdiction of the courts for such purposes. Nothing in this clause shall (or shall be construed so as to) limit the right of any Provider to bring proceedings ("**Proceedings**") for the determination of any Dispute(s) in any other court of competent jurisdiction, nor shall the bringing of such Proceedings in any one or more jurisdictions preclude the bringing of Proceedings by a Provider in any other jurisdiction (whether or not concurrently or not) if and to the extent permitted by law.

17. **RIGHT TO INJUNCTIVE RELIEF**

You agree that due to the nature of our business, monetary damages for a breach of your obligations under this Agreement would be inadequate to compensate us. Accordingly, you agree and understand that any violation or threatened violation by you of your obligations under this Agreement will cause irreparable injury to us and that, in addition to any other remedies that may be available, in law, in equity or otherwise, we will be entitled to obtain injunctive relief against any threatened breach of this Agreement or the continuation of such breach without the necessity of proving actual damages.

18. **COMPLAINTS**

If you would like to contact us with a complaint, please contact our customer service via the Himalaya Exchange website.

19. **MISCELLANEOUS PROVISIONS**

19.1 **Tax Gross-up**

If you are liable to pay an amount under this Agreement to us and you are required by an applicable law to deduct an amount of tax from such payment (such as a withholding tax) or the payment is chargeable with goods and services tax, value added tax or a similar tax (whether as consideration for a taxable supply or otherwise), then you must gross-up the payment by the amount necessary to ensure that the net amount received by us after deduction or imposition of that amount of tax equals the amount we would have received had that amount of tax not been deducted or imposed.

19.2 **Assignment and Novation**

Neither this Agreement, nor any of your rights and obligations hereunder, may be assigned, transferred and/or novated by you, but may be assigned, transferred and/or novated by us. We will inform you 14 days in advance if we do this. We will treat you continuing to use the Products and Services as you agreeing to the assignment and/or novation, but you can cancel your Account at any time. Subject to the foregoing, this Agreement shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.

In the event that we are acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. See also our Privacy Policy for additional information.

19.3 **Severability**

If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this Agreement, or any portion thereof, to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect the remainder of this Agreement, which will continue to be in full force and effect, and any prior, effective provision of the Agreement that was superseded by such invalid, unenforceable or illegal provision shall be deemed valid and enforceable to the fullest extent.

19.4 **No Waiver**

No waiver or action made by us shall be deemed a waiver of any subsequent default of the same provision of this Agreement. No failure or delay in exercising or enforcing any privilege, right, remedy, or power hereunder shall be deemed a waiver of such provision by us. All waivers must be in writing.

19.5 **No Rights for Third Parties**

Save in respect of Affiliate Providers and Indemnified Parties, the provisions of this Agreement do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

19.6 **Delay of Enforcement**

Even if we delay in enforcing any term of this Agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this Agreement, or if we delay in taking steps against you in respect of your breaking any term of this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

19.7 **Headings**

All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

19.8 **Complete Agreement**

This Agreement, together with the Contractual Documentation constitutes the entire agreement between the parties with respect to your access and use of the Site, the Products, the Services, the Materials and the content contained therein. This Agreement, together with our Privacy Policy, supersedes and replaces all prior understandings or agreements, written or oral, regarding such subject matter.

19.9 **Other Jurisdictions**

We make no representation that the Site, the Products, the Services, the Materials or any of the materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content or function may be illegal or is otherwise prohibited. Those who choose to access the Site, the Products, the Services and the Materials from such locations do so on their own initiative and are solely responsible for determining compliance with all applicable local laws.

19.10 **Survival**

All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including without limitation, sections pertaining to suspension or termination, debts owed, general use of the Products, or the Services, disputes with us, and general provisions, shall survive the termination or expiration of this Agreement.

19.11 **No Agency Relationship**

Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognise a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the

Parties shall be limited to those expressly set forth herein. We are not your agent or other representative. Except for the indemnity and exculpation provisions herein and subject to clause 19.2, nothing expressed in or implied from this Agreement is intended or shall be construed to give any person other than the Parties hereto any legal or equitable right, remedy, or claim under or in respect of this Agreement to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons. This Agreement and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

19.12 Prevailing Language

This Agreement is made in the English language. Should any conflict arise between the English language version of this Agreement and any translation hereof, the English language version shall be controlling.

SCHEDULE 1

HIMALAYA DOLLAR TERMS AND CONDITIONS

These Himalaya Dollar Terms and Conditions (hereinafter “**Himalaya Dollar Agreement**” or “**Himalaya Dollar Conditions**”) supplement the General Conditions and are applicable to the use of the U.S. Dollar stablecoin issued and managed by Himalaya International Reserves Ltd (the “**Issuer**”) known as the Himalaya Dollar (hereinafter referred to as the “**Himalaya Dollar**”) and Credits corresponding to Himalaya Dollars. The value of Himalaya Dollar Credits is independent from and may be substantially different to the price or value of Himalaya Dollars. **Members can only purchase Himalaya Dollar Credits through the Himalaya Exchange and Members are not able to hold or own Himalaya Dollars within the Himalaya Ecosystem. Members may only receive Himalaya Dollars by making a request to the Himalaya Exchange to exchange their Himalaya Dollar Credits for Himalaya Dollars to be transferred to an external Ethereum address of such holder. The acceptance of an exchange request is at the discretion of the Himalaya Exchange in accordance with the Conditions and no Member has any right to receive Himalaya Dollars in exchange for Himalaya Dollar Credits.** These terms apply to each electronic form or contract executed by Users and/or Members or any other person who uses the Himalaya Dollar or Himalaya Dollar Credits, unless expressly stipulated otherwise in the Contractual Documentation. These Himalaya Dollar Conditions are supplemental to, form part of and should be read in conjunction with, each other applicable element of the Conditions including, without limitation, the General Conditions, the Himalaya Exchange Conditions and (to the extent such conditions are applicable in accordance with their terms), each set of Jurisdiction Conditions and each additional set of Product Conditions. To the extent there is a conflict between these Himalaya Dollar Conditions and the General Conditions, the Himalaya Dollar Conditions will prevail. In the case of a conflict between the Himalaya Dollar Conditions and the applicable Jurisdiction Conditions, the Jurisdiction Conditions shall prevail. Capitalised terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions or the Product Conditions. **NEITHER HIMALAYA DOLLARS OR HIMALAYA DOLLAR CREDITS MAY BE PURCHASED BY OR OTHERWISE OFFERED, SOLD, DELIVERED OR TRANSFERRED WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF ANY U.S. PERSONS AS SUCH TERMS ARE DEFINED IN REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED OR TO ANY U.S. CITIZENS (AS DEFINED IN 8 U.S.C. SUBCHAPTER III) OR ANY U.S. PERSONS (AS DEFINED IN 17 C.F.R S230.902(K)).**

1. PRELIMINARY PROVISIONS

1.1 Terms and Conditions

- (a) You must agree to all of the terms of this Himalaya Dollar Agreement. If you do not agree to or accept all of the terms of this Himalaya Dollar Agreement, please immediately discontinue access to, and use of, all of the Products and Services. This Himalaya Dollar Agreement applies to all users of Himalaya Dollar Credits, whether as a guest, a registered Member of the Himalaya Exchange or otherwise and any holder of Himalaya Dollars outside the Himalaya Ecosystem to the extent applicable.
- (b) By agreeing to these Himalaya Dollar Conditions, you agree to be bound by the General Conditions, including any applicable Jurisdiction Conditions and any applicable Product Conditions from the relevant Service Commencement Date and the Contractual Documentation, as applicable.
- (c) Certain functionalities in respect of Himalaya Dollar Credits rely on the availability of other Products and Services or the products and services of Affiliate Providers. You acknowledge and agree that such functionalities will not be available to you until the Service Commencement Date applicable to such Products and Services or the products and services of Affiliate Providers and only if and to the extent you have agreed to any applicable terms and conditions. You further acknowledge and agree that certain functionalities may only be available to eligible users and may not be available to users located in or citizens of certain jurisdictions.
- (d) If you are under the age of eighteen (18) or the legal age for entering legally binding contracts under applicable laws, you are not permitted to use any of the Products and Services. By continuing to access or use the Site, the Products or the Services, you indicate that you are (18) years of age or older or have the legal capacity to enter legally binding contracts under applicable laws. Misrepresentation of your age to gain access to any Products and Services is a breach of these terms.

1.2 Definitions

- (a) “**Account**” means a Member’s account with the Himalaya Exchange.
- (b) “**Affiliate**” means a person or entity that directly or indirectly controls, is controlled by, or is under common control with the Issuer.
- (c) “**Business Day**” for the purposes of clause 5 means a day (other than a Saturday or Sunday) or a public holiday in the British Virgin Islands and England and a reference to any time on a Business Day is, unless otherwise specified, a reference to Atlantic Standard Time.

- (d) **“Fee Schedule”** means the schedule of fees applicable to use of the Products and Services made available to Members and published on the Site of the Himalaya Exchange as amended from time to time.
- (e) **“Himalaya Dollar Launch Date”** means the date on which Himalaya Dollar Credits first become available for purchase by Members through the Himalaya Exchange as notified to Members through the Himalaya Exchange Site or otherwise in accordance with the Conditions.
- (f) **“Himalaya Exchange Account”** means the bank account of the Himalaya Exchange notified to Members for making fiat currency deposits for the purposes of purchasing Himalaya Dollar Credits.
- (g) **“Platform”** means the Himalaya Exchange operated by Himalaya International Clearing Ltd through which Members may purchase Himalaya Dollar Credits.
- (h) **“Reserve”** means the reserve to be established by the Issuer consisting of U.S. Dollars or other currencies in cash and cash equivalent assets such as government securities.

2. **DISCLAIMER; RISK FACTORS**

- 2.1 The Himalaya Dollar and Himalaya Dollar Credits are not intended to constitute regulated products or financial instruments in the jurisdictions in which they are offered. This means that, when you invest in Himalaya Dollars or Himalaya Dollar Credits in these jurisdictions, losses incurred due to crypto asset trading will not be eligible for government compensation which might be applicable to regulated investment products.
- 2.2 The Ethereum blockchain may experience backlogs, higher than normal transaction fees, changes to the network, failure or a fork in the protocol. We do not own or control the Ethereum blockchain and are not responsible for the operation of the Ethereum network and make no guarantees regarding the network's security, functionality, or availability.
- 2.3 Because the Himalaya Dollar is an ERC-1404 token, it may be compatible with software or other technology provided by a third-party. The Providers do not guarantee the security or functionality of any third-party software or technology and are not responsible for any losses of Himalaya Dollar's due to the failure of third-party software or technology or any corresponding impact of Himalaya Dollar Credits.
- 2.4 No assurance can be provided that there will be an active and liquid market for Himalaya Dollars or Himalaya Dollar Credits and there can be no assurance that such a market will develop. To the extent a market exists or develops, there can be no assurance that it will continue in the future. Himalaya Dollar Credits will be available for purchase through the Himalaya Exchange at a price of 1 Himalaya Dollar Credit to 1 U.S. Dollar. While the Issuer intends to create the Reserve which, in its sole and absolute discretion, it may use to support market liquidity for Himalaya Dollar Credits, it is under no obligation to provide liquidity support and there can be no assurance that the value of Himalaya Dollar Credits will be maintained when traded in the secondary market. The value of Himalaya Dollar Credits is independent from and may be substantially different to the price or value of Himalaya Dollars.
- 2.5 While the intention is to expand and develop the number of Vendors in the Himalaya Ecosystem who accept payment for goods or services through the Himalaya Pay arrangements, there is no guarantee that such development and expansion will be successful. The acceptance of Himalaya Dollar Credits for use through Himalaya Pay may be impacted by a wide range of factors outside our control including, but not limited to, the impact of new laws and regulations which may restrict the use of crypto assets as a form of payment or the creation of superior competing alternative products. In addition, there is no assurance that a person who accept payment for goods or services through the Himalaya Pay arrangements today will continue to do so in the future. A failure to successfully establish, develop and expand the Himalaya Ecosystem may have a negative impact on the liquidity, value and utility of Himalaya Dollar Credits.
- 2.6 There are significant regulatory risks associated with the purchase of crypto currencies such as the Himalaya Dollar and corresponding Credits due to uncertainty regarding the evolution of regulatory frameworks governing such assets. Distributed ledger and blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations to, or introduce new regulations addressing, blockchain technology based applications and the purchase, use, transfer or sale of crypto currencies such as the Himalaya Dollar or Credits corresponding thereto which may, *inter alia*, result in loss of utility, including potential loss of Himalaya Dollars or their value and Credits corresponding thereto. The Providers or any related entity may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction and/or use Himalaya Dollar Credits or make it commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdictions. The introduction of new law or regulations, both in specific jurisdictions and internationally, could therefore have a material adverse effect on holders of the Himalaya Dollar and Himalaya Dollar Credits. We have no way of predicting these risks or their potential impact on crypto currencies such as the Himalaya Dollar or on Himalaya Dollar Credits.

- 2.7 There may be tax consequences relating to your purchase and use of Himalaya Dollars and/or Himalaya Dollar Credits and uncertainty may exist both in your jurisdiction and internationally as to applicable tax treatment. We have no way of predicting these risks and how they may affect your investment.
- 2.8 The ERC-1404 smart contract in respect of Himalaya Dollars may be amended from time to time at the discretion of the Issuer to implement restrictions which the Issuer considers necessary to avoid breaches of existing or new laws or regulations or otherwise protect the value, integrity and stability of Himalaya Dollars. Such changes may include, without limitation, locks on transfers to wallets of residents located in or citizens of certain jurisdictions for specified periods or at all. Such changes may materially adversely impact the value, transferability and/or utility of Himalaya Dollars and may have a negative impact on the value of and market for Himalaya Dollar Credits. In addition, amending the ERC-1404 smart contract may require the Himalaya Dollars be frozen for a period of time during which holders will be unable to use or transfer Himalaya Dollars.
- 2.9 Himalaya Dollars may rely on source code which may contain flaws, bugs, defects or inconsistencies which could compromise the predictability, usability, functionality, stability and security of the Himalaya Dollars. In addition, source code modifications or updates may lead to unexpected or unintended outcomes which may adversely affect the utility or functionality of the Himalaya Dollars and, as a result, corresponding Credits. The Providers may in such circumstances determine that Credits corresponding to Himalaya Dollars are not fit for use within the Himalaya Ecosystem, freeze such Credits and require that they be replaced or swapped for Credits corresponding to updated versions. In addition, the Providers may freeze Himalaya Dollars held by users outside the Himalaya Ecosystem in such circumstances and require that they be replaced or swapped for updated versions.
- 2.10 NEITHER THE ISSUER OR THE HIMALAYA EXCHANGE IS OBLIGED TO REPURCHASE HIMALAYA DOLLARS OR HIMALAYA DOLLAR CREDITS AND NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS GIVEN BY THE ISSUER OR THE HIMALAYA EXCHANGE THAT IT WILL OFFER TO REPURCHASE ANY HIMALAYA DOLLARS OR HIMALAYA DOLLAR CREDITS.
- 2.11 Please also review the Risk Factor Disclosure, which is contained in Schedule 7 of the General Conditions, in addition to the General Conditions and the White Paper in respect of Himalaya Dollars and Himalaya Dollar Credits for additional risk factors, each of which can be accessed at the Site of the Himalaya Exchange.

3. **THE PLATFORM**

The Platform is an online platform that allows Members to participate in the issue of Himalaya Dollars through the purchase of Himalaya Dollar Credits from the Himalaya Exchange.

4. **HIMALAYA DOLLARS**

- 4.1 Himalaya Dollars and Himalaya Dollar Credits are not money or legal tender and are not monetary instruments. Subject to paragraph 8 below, following the Himalaya Pay Service Commencement Date and subject to compliance with all applicable terms, eligible Members may transfer Himalaya Dollar Credits to their Himalaya Pay Account and from their Himalaya Pay Account to the Himalaya Pay Accounts of other users. Subject to all applicable terms, eligible users may use Himalaya Dollar Credits to offer payment to Vendors through Himalaya Pay and following the Himalaya Exchange Trading Service Commencement Date, Himalaya Dollar Credits may be traded on the Himalaya Exchange with other Members for Credits corresponding to other Supported Assets.
- 4.2 The value of Himalaya Dollars and Himalaya Dollar Credits are intended to be pegged to the U.S. Dollar with the price of one Himalaya Dollar or Himalaya Dollar Credit being equal to one U.S. Dollar.
- 4.3 Himalaya Dollars are ERC-1404 tokens minted on the Ethereum public blockchain. Because of this, Himalaya Dollars may be compatible with existing third-party software that supports ERC-1404 tokens.
- 4.4 Only verified Members may purchase Himalaya Dollar Credits. We may also refuse to permit the purchase of Himalaya Dollar Credits by a verified Member in the event of any of any of the circumstances described herein, including, without limitation, where we believe that the purchase of Himalaya Dollar Credits by any Member would be contrary to applicable law or would otherwise expose us to legal liability. We may impose such restrictions on the sale of Himalaya Dollar Credits as we from time to time determine in our discretion.
- 4.5 The Providers may, at their sole discretion, engage market makers to provide liquidity for Himalaya Dollar Credits on the Himalaya Exchange. In addition, the Issuer may, at their sole discretion, provide liquidity for Himalaya Dollar Credits on the Himalaya Exchange utilizing the Reserve.
- 4.6 The Providers give no guarantee as to fitness for use to any person who acquires Himalaya Dollars outside the Himalaya Ecosystem and such persons shall have no rights or claims of any kind against the Providers nor any right to represent the Providers or bind the Providers in contract or otherwise.

5. PURCHASING HIMALAYA DOLLAR CREDITS

- 5.1 After creating an Account with the Himalaya Exchange in accordance with the Conditions and following the Himalaya Dollar Launch Date, Members may, subject to any restrictions imposed by the Issuer or the Himalaya Exchange from time to time, begin to participate in the issue of Himalaya Dollars through the purchase Himalaya Dollar Credits with U.S. Dollars on a one-for-one basis through their Account at the Himalaya Exchange.
- 5.2 To purchase Himalaya Dollar Credits, Members must pay the purchase price in U.S. Dollars by payment to the Himalaya Exchange Account. The Himalaya Dollar Credits purchased will subsequently be added to the Member's Account. To buy Himalaya Dollar Credits, a Member must first have paid the U.S. Dollar purchase price to the Himalaya Exchange Account in full (plus any fees if applicable).
- 5.3 You agree and understand that any transfers by you of fiat currency to the bank account of the Himalaya Exchange in contemplation of the purchase of Himalaya Dollar Credits shall be an outright payment and your sole right is to receive Himalaya Dollar Credits in respect of your transfer of fiat currency and you shall not acquire or have any rights to or interest in the bank account of the Issuer or the Himalaya Exchange or any entitlements, claims, or rights, directly or indirectly, against the Issuer or the Himalaya Exchange's bank in respect of any payments so made by you and there shall be no relationship between you and the Issuer or the Himalaya Exchange's bank or wallet provider. You do not have a right to require the Issuer to repurchase or exchange your Himalaya Dollar Credits or any Himalaya Dollars held outside the Himalaya Ecosystem for fiat currency, any other type of Credit or any other crypto asset or other asset. Any repurchases of Himalaya Dollar Credits or Himalaya Dollars are at the sole discretion of the Issuer.
- 5.4 Funds sent to the Himalaya Exchange Account for the purchase of Himalaya Dollar Credits must be made from your bank account(s) with financial institutions and, only if the Himalaya Exchange notifies users that it is accepting credit cards as a method of payment, your credit card account. Funds received into the Himalaya Exchange Account to purchase Credits will only be reflected by the addition of Credits in your Account when it has been validated that the payment was made from a bank account owned by you. If a payment does not originate from a bank account owned by you, it will be rejected and returned immediately. Himalaya Dollar Credits may not be added to your Account outside of normal banking hours. The time taken for Himalaya Dollar Credits to be added to your Account following payment of the purchase price to the Himalaya Exchange may vary and are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our banks.
- 5.5 You represent and warrant that all funds that you transfer to the Himalaya Exchange Account do not represent the proceeds of any criminal, illegal or fraudulent activity. You are not allowed to deposit monies to the Himalaya Exchange Account from an account other than your own.
- 5.6 Prior to the placement of a purchase order for Himalaya Dollar Credits through the Himalaya Exchange, you will be required to review certain information including the amount of the purchase and fees (if any) to be charged by the Himalaya Exchange.
- 5.7 Once a purchase of Himalaya Dollar Credits has been executed the transaction is not reversible.
- 5.8 Minimum purchase limits for the purchase of Himalaya Dollar Credits may be imposed and may be updated from time to time.

6. THE RESERVE AND EXCHANGE OF HIMALAYA DOLLAR CREDITS

- 6.1 The Issuer will create the Reserve which will be managed with the aim of maintaining its value at a level equal to the value of all Himalaya Dollars in circulation.
- 6.2 The Issuer, in its sole and absolute discretion, may, but is not required to, use funds from the Reserve to manage price volatility or provide support in the event that it considers that a liquidity shortfall is persisting in respect of Himalaya Dollar Credits.
- 6.3 A Member may make a request to the Himalaya Exchange to exchange Himalaya Dollar Credits for U.S. Dollars. The approval of such request is at the sole and absolute discretion of the Himalaya Exchange and the Himalaya Exchange is under no obligation to approve such a request. If the Himalaya Exchange approves such a request, funds from the Reserve may be used to complete such exchange with the fiat amount being transferred to a bank account of the Member outside the Himalaya Ecosystem. No Member or User has any direct or indirect claim on Issuer or the Reserve.
- 6.4 Holders of Himalaya Dollars or Himalaya Dollar Credits do not have any recourse to funds or equitable or other interest in other assets comprised in the Reserve. The funds and assets comprised in the Reserve are legally and beneficially owned by the Issuer. The Issuer may elect to use the Reserve to provide liquidity support in respect of Himalaya Dollars Credits and, subject to any future determination by the Issuer, the Reserve is not intended to provide support

for Himalaya Dollars held outside the Himalaya Ecosystem. The Issuer is not obliged to use funds from the Reserve to buy back or exchange Himalaya Dollar Credits and holders of Himalaya Dollar Credits should not expect that the Issuer will use funds in the Reserve to buy back their Himalaya Dollar Credits. The Issuer does not currently intend to use funds in the Reserve to buy back or otherwise directly support Himalaya Dollars held outside the Himalaya Ecosystem.

6.5 APPROVAL OF ANY REQUEST TO EXCHANGE HIMALAYA DOLLAR CREDITS FOR U.S. DOLLARS IS IN THE SOLE DISCRETION OF THE HIMALAYA EXCHANGE. THE HIMALAYA EXCHANGE IS NOT OBLIGED TO APPROVE SUCH REQUEST AND NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS GIVEN BY THE HIMALAYA EXCHANGE THAT IT WILL APPROVE ANY REQUEST TO EXCHANGE HIMALAYA DOLLAR CREDITS.

7. FORKS

7.1 You understand, acknowledge and agree that the underlying operating rules of the Ethereum blockchain may change from time to time in such a way as to result in more than one related version of Ethereum (each instance of any such change, a “Fork”). If a Fork occurs, it will result in the creation of a new branch of the Ethereum blockchain. We will evaluate all forks and make a determination, based on a number of factors, to support Credits corresponding to Himalaya Dollars on one, and only one, of the Forks. Services will continue to be provided for Credits corresponding to Himalaya Dollars held on the supported Fork only.

7.2 If a Fork occurs, you understand, acknowledge and agree that the Providers may temporarily suspend use of and support for the Himalaya Dollar Credits and related operations in respect of Himalaya Dollar Credits on the Platform or within the Himalaya Ecosystem.

8. UPGRADES, COMPLIANCE WITH LAW AND TIME-LOCK TRANSFERS

8.1 Upgrades

As part of the ERC-1404 smart contract and as part of the Services, we retain the right to freeze and upgrade the Himalaya Dollar ERC-1404 smart contract (on an aggregate basis), regardless of where the Himalaya Dollars are being held. Commercially reasonable efforts will be made to provide prior notice of any material freeze or upgrade and inform holders of Himalaya Dollars. We will make commercially reasonable efforts to use the freeze and/or upgrade feature only under limited circumstances.

8.2 Compliance with Laws

(a) We may from time to time in our sole and absolute discretion amend the ERC-1404 smart contract in respect of Himalaya Dollars to implement restrictions which we consider necessary to avoid breaches of existing or new laws or regulations or otherwise protect their value, integrity and stability and you expressly agree that we have such right. Such changes may include, without limitation, locks on transfers to wallets of residents located in or citizens of certain jurisdictions for specified periods or at all. In addition, amending the ERC-1404 smart contract may require the Himalaya Dollars be frozen for a period of time during which holders of Himalaya Dollars outside the Himalaya Ecosystem will be unable to use or transfer Himalaya Dollars and users expressly agree that we have such right.

(b) Commercially reasonable efforts will be made to provide prior notice of any freeze or amendment to the ERC-1404 smart contract and inform holders of Himalaya Dollars. We will make commercially reasonable efforts to take such action only under limited circumstances.

8.3 Restricted Period

(a) Where Himalaya Dollars are transferred from any Ethereum address to another Ethereum address, the Himalaya Dollars transferred will be locked for a period of 366 days (the “**Restricted Period**”) in the recipient’s address and the recipient will be unable to transfer such Himalaya Dollars until the expiry of the Restricted Period.

(b) The Restricted Period will not apply to transfers of Credits made on the Platform or to or from a Himalaya Pay Account.

(c) Holders of Himalaya Dollars may request the removal of the Restricted Period by whitelisting their Ethereum address with the Issuer or another entity authorised to undertake whitelisting. Once whitelisted, any Himalaya Dollars received in the whitelisted address will not be subject to the Restricted Period. An address may only be accepted for whitelisting at the discretion of the Issuer or another entity authorised to undertake whitelisting on it being determined that such whitelisting and subsequent transfer will not breach applicable laws.

- (d) A fee will be payable in accordance with the Fee Schedule to whitelist an Ethereum address.
- (e) Neither the Issuer, the Himalaya Exchange or any other Provider will, to the fullest extent permitted by law, be liable for any damage or loss related to the Restricted Period.
- (f) The Issuer and/or the Himalaya Exchange or another entity authorised to do so may, in their sole and absolute discretion, extend the Restricted Period on any address if they believe that either the Himalaya Dollars or the address are linked to or involved in illegal activity, theft, hack, fraud or any other breach of the Conditions applicable to the Himalaya Dollars or their use.
- (g) The Issuer and/or the Himalaya Exchange or another entity authorised to undertake whitelisting may, in their sole and absolute discretion refuse a request to whitelist an Ethereum address for the purposes of paragraph (c) above.

9. FEES

9.1 Fees on Issuance

No fees will be charged by the Providers to Members to purchase Himalaya Dollar Credits from the Himalaya Exchange.

9.2 Banking Fees

Your financial institution may charge transaction and other fees related to the transfer of funds to the Himalaya Exchange Account. To the extent the Providers are charged any banking fees by your financial institution or their financial institution for the deposit or withdrawal of U.S. Dollars to the Himalaya Exchange Account or otherwise, an amount will be deducted equal to any such fees from the amount being transferred.

9.3 Trading

The Himalaya Exchange will charge Members fees for trading Himalaya Dollar Credits on the Himalaya Exchange in accordance with the Fee Schedule made available to Members and published on the Site of the Himalaya Exchange.

9.4 Transfers to third-party wallet

Where a Member makes a request for a transfer of Himalaya Dollars corresponding to Himalaya Dollar Credits to a wallet outside the Himalaya Exchange and such transfer is approved by the Himalaya Exchange, the Himalaya Exchange will charge Members a transfer fee in accordance with the Fee Schedule made available to Members and published on the Site of the Himalaya Exchange.

9.5 Right to Change Fees and Fee Structure

The Providers reserve the right to change or modify the fee structure or increase any fees at any time and from time to time. Any such changes, modifications or increases will be effective upon posting such changes, modifications or increases on the Site of the Himalaya Exchange. Your first use of your Account or your Himalaya Pay Account following the posting on the Site of any changes to the fees will constitute your acceptance of such changes. If you do not agree to the posted changes, you may close your Account and your Himalaya Pay Account as provided in the Conditions.

10. ILLEGAL USE OF HIMALAYA DOLLARS

THE PROVIDERS MAY FREEZE, TEMPORARILY OR PERMANENTLY, YOUR USE OF, AND ACCESS TO, HIMALAYA DOLLARS OR HIMALAYA DOLLAR CREDITS WITH OR WITHOUT ADVANCE NOTICE, IF REQUIRED TO DO SO BY LAW, INCLUDING BY COURT ORDER OR OTHER LEGAL PROCESS OR IF THEY BELIEVE OR SUSPECT THAT THEY ARE BEING USED TO FACILITATE A BREACH OF APPLICABLE LAW OR REGULATION INCLUDING, WITHOUT LIMITATION MONEY LAUNDERING.

YOUR HIMALAYA DOLLARS OR HIMALAYA DOLLAR CREDITS MAY BE SUBJECT TO SEIZURE OR FORFEITURE BY LAW ENFORCEMENT, AND THE PROVIDERS WILL COMPLY WITH LEGAL PROCESS IN RESPECT THEREOF.

IF THE PROVIDERS DETERMINE AFTER INVESTIGATION THAT ANY OF YOUR HIMALAYA DOLLARS OR HIMALAYA DOLLAR CREDITS HAVE BEEN USED, OR ARE BEING USED, FOR ILLEGAL (OR SANCTIONED) ACTIVITY, YOUR USE OF THEM MAY BE SUSPENDED AND YOUR RIGHTS IN RESPECT THEREOF MAY BE FORFEITED.

ANY HIMALAYA DOLLARS OR HIMALAYA DOLLAR CREDITS THAT ARE SUBJECT TO FREEZE, SEIZURE, FORFEITURE OR SIMILAR LIMITATION ON THEIR USE IMPOSED BY LAW MAY BECOME WHOLLY AND PERMANENTLY UNRECOVERABLE AND UNUSABLE, AND IN APPROPRIATE CIRCUMSTANCES, MAY BE DESTROYED.

THIS SECTION APPLIES TO ALL HOLDERS, REGARDLESS OF WHETHER THE HOLDER IS A MEMBER.

BY USING HIMALAYA DOLLARS OR HIMALAYA DOLLAR CREDITS, YOU AGREE THAT WE MAY TAKE THE ACTIONS SET FORTH IN THIS SECTION AND THAT WE WILL NOT BE LIABLE TO YOU THEREFORE IN ANY WAY WHATSOEVER.

SCHEDULE 2

SUMMARY INFORMATION - HIMALAYA DOLLARS

1. Purpose:		
		This Schedule provides an overview of certain key information with respect to Himalaya Dollars and Himalaya Dollar Credits. It is a summary only and does not contain a full description of all applicable terms or risks associated with either Himalaya Dollars or Himalaya Dollar Credits. Prior to purchasing Himalaya Dollars or Himalaya Dollar Credits you should ensure that you read the White Paper, the Conditions and related documentation in full and make your own determination as to whether Himalaya Dollars or Himalaya Dollar Credits are suitable for you. If you are in any doubt, you should take independent legal, tax and/or financial advice.
2. Product:		
a)	Name of product:	Himalaya Dollars and Himalaya Dollar Credits
b)	Name of Issuer / Provider:	<p>Himalaya Dollars are issued by Himalaya International Reserves Ltd, a company incorporated in the British Virgin Islands.</p> <p>Himalaya Dollar Credits are sold by Himalaya International Clearing Ltd, a company incorporated in the British Virgin Islands.</p> <p>Himalaya International Reserves Ltd and Himalaya International Clearing Ltd are not authorised, regulated or supervised by any financial or regulatory authority.</p>
c)	Website:	<p>The website of the Issuer is https://himalaya.exchange</p> <p>The website of the Himalaya Exchange is https://himalaya.exchange</p>
3. What is this product?		
a)	About the product:	<p><u><i>The Himalaya Dollar</i></u></p> <p>The Himalaya Dollar is a cryptocurrency or virtual currency. Cryptocurrencies are encrypted digital representations of value that function as a medium of exchange, a unit of account, and/or a store of value, do not generally have legal tender status in any jurisdiction and are traded on decentralised digital exchanges.</p> <p>The Himalaya Dollar is an ERC-1404 token with its value intended to be pegged to the United States Dollar. ERC-1404 tokens are tokens designed and used on the Ethereum platform - an open-source, blockchain-based, decentralised software platform - which allows the recording of transactions.</p> <p>Himalaya Dollars cannot be purchased directly from the Issuer. Users who wish to participate in the offering of Himalaya Dollars may, subject to any terms imposed by the Issuer or the Himalaya Exchange from time to time and the Himalaya Dollar Conditions, purchase Himalaya Dollar Credits from the Himalaya Exchange as described below. Himalaya Dollars held by users outside the Himalaya Ecosystem will be subject to a 366 day Restricted Period where the relevant Ethereum address is not whitelisted with the Issuer or another entity authorised by the Issuer to undertake registrations. This means that, where Himalaya Dollars are transferred to a non-whitelisted Ethereum address they will not be transferable for 366 days from the date of receipt in that address unless that address is whitelisted. Himalaya Dollars held in an Ethereum address may also be locked by the Issuer for a number of reasons including for the purposes of amending the ERC-1404 smart contract.</p> <p><u><i>The Himalaya Exchange</i></u></p> <p>The Himalaya Exchange is a crypto asset exchange. Trading products on the Himalaya Exchange is facilitated through the use of Credits. Credits correspond to a specified type of crypto asset. Credits can be purchased by Members from the Himalaya Exchange in exchange for the relevant corresponding crypto asset or, in the case of Himalaya Dollar Credits or Himalaya Coin Credits, fiat</p>

		<p>currency. Members of the Himalaya Exchange may use the Himalaya Exchange platform to trade their Credits with other Members for Credits which correspond to crypto assets of a different type. Members may request that the Himalaya Exchange exchange Credits on their Account for the corresponding crypto asset, although the Himalaya Exchange is under no obligation to do so. Crypto assets and fiat currency cannot be held by Members through the Himalaya Exchange or within the Himalaya Ecosystem. If the Himalaya Exchange approves a request, the relevant crypto assets (or fiat currency in the case of an exchange of Himalaya Dollar Credits for U.S. Dollars) will be transferred to a Members Ethereum wallet or bank account outside the Himalaya Ecosystem.</p> <p><u><i>Himalaya Dollar Credits</i></u></p> <p>Himalaya Dollar Credits are Credits corresponding to Himalaya Dollars. Himalaya Dollar Credits will, subject to any conditions on sales imposed from time to time, be sold by the Himalaya Exchange to eligible Members of the Himalaya Exchange on demand. Himalaya Dollar Credits represent a right to participate in the trading of Credits on the Himalaya Exchange.</p> <p>To provide an additional layer of liquidity support for Himalaya Dollar Credits as a safeguard against price volatility, a Reserve will be established by the Issuer consisting of U.S. Dollars and cash equivalent assets such as government securities deposited with regulated financial institutions. The Issuer will have the ability to use funds in the Reserve to provide liquidity support. The Reserve will be managed with the aim of maintaining its value at a level equal to the value of all Himalaya Dollars in circulation.</p> <p>A request may be made by a Member to the Himalaya Exchange to exchange Himalaya Dollar Credits for U.S. Dollars. If the Himalaya Exchange approves such a request, funds from the Reserve may be used to complete such exchange with the fiat amount being transferred to a bank account of the Member outside the Himalaya Ecosystem.</p> <p><u><i>Himalaya Pay</i></u></p> <p>The Himalaya Pay App will be available to eligible Members of the Exchange only. The Himalaya Pay App is a dedicated mobile payment application which is intended to allow users to make transfers of Himalaya Dollar Credits from their Himalaya Exchange account to their Himalaya Pay account and from their Himalaya Pay account to Himalaya Pay Accounts of other users. The Himalaya Pay App is also intended to allow users to use Himalaya Dollar Credits to offer to purchase goods and services from approved participating vendors through the Himalaya Pay arrangements.</p> <p>IMPORTANT: Holders of Himalaya Dollars or Himalaya Dollar Credits do not have recourse to funds in the Reserve. The Issuer is not obliged to use funds from the Reserve to buy back Himalaya Dollars or Himalaya Dollar Credits and holders of Himalaya Dollars or Himalaya Dollar Credits should not expect that the Issuer will use funds in the Reserve to buy back their Himalaya Dollars or Himalaya Dollar Credits. Members do not have any direct or indirect claim on Issuer or the Reserve</p>
b)	Objectives:	To provide affordable, convenient, efficient and secure crypto currency which can be used for both payments and trading.
c)	Indented users:	<p>Accessing, holding or using Himalaya Dollars or Himalaya Dollar Credits may be restricted by law. Residents or citizens of certain jurisdictions are not permitted to purchase Himalaya Dollars or Himalaya Dollar Credits including residents or citizens of the United States.</p> <p>Purchasing and trading products such as cryptocurrencies or Credits is not appropriate for everyone. It is normally expected that these products are used by persons who have a high-risk tolerance as well as the ability to understand the risks involved with their high volatility including the risk of losing a part of or the entire investment in a very short period of time. Users should only be purchasing and trading Credits or purchasing crypto assets generally with money they can afford to lose and should be able to bear the risk of a total loss of their invested amounts.</p>

		Moreover, users should be aware of the absence of any specific regulatory frameworks governing the trading in such products in a large number of jurisdictions across the world. Users who purchase or trade Himalaya Dollars or Himalaya Dollar Credits must be aware that they are not entitled to any protection under investor compensation schemes.
4. What are the risks?		
a)		<p>Purchasing and/or trading cryptocurrencies involves significant risks. Prospective users of Himalaya Dollars or Himalaya Dollar Credits should ensure they read all related documentation including the White Paper and Risk Factor Disclosure contained in the Conditions. While these documents highlight certain potential risks, they are not exhaustive and do not disclose all potential risks. Prospective purchasers must consider for themselves the potential risks in light of their own circumstances.</p> <p>Cryptocurrencies and Credits corresponding to cryptocurrencies are exposed to significant levels of price volatility, which may be substantially higher compared to other types of investments. While the Issuer intends to maintain the Reserve which it may use to stabilise significant price volatility or shortfalls in liquidity with respect to Himalaya Dollar Credits, it is not required to do so. Users who purchase Himalaya Dollar Credits do not own and have no right to require a transfer of Himalaya Dollars and their sole right is to trade Credits on the Himalaya Exchange or, where eligible, to use the services provided by Himalaya Pay. There is no guarantee that there will at any time, be participating vendors who accept payment for goods or services through the Himalaya Pay arrangements using Himalaya Dollar Credits. Users who purchase Himalaya Dollars outside the Himalaya Ecosystem have no rights against the Issuer or any other Provider or Affiliate Provider.</p>
5. What happens if the Issuer, Providers or Affiliate Providers are insolvent or dissolved?		
a)		Neither Himalaya Dollars or Himalaya Dollar Credits create any financial rights against the Issuer or any other Provider or Affiliate Provider. Purchasers have no rights in insolvency or otherwise over any assets of the Issuer or any other Provider or Affiliate Provider.
6. What costs will be incurred?		
a)		<p>The Himalaya Exchange does not currently impose fees on Members to purchase Himalaya Dollar Credits from it, but charges fees for trading Credits on its platform. Members may incur banking or other charges when using U.S. Dollars to purchase Himalaya Dollar Credits from the Himalaya Exchange. If the Himalaya Exchange agrees to a Member's request to exchange Himalaya Dollar Credits for Himalaya Dollars and transfer these to a Member's external Ethereum address, the Himalaya Exchange may impose a fee as set out in its Fee Schedule available on its website as amended from time to time.</p> <p>Users of Himalaya Dollars outside the Himalaya Ecosystem will incur blockchain transaction fees for transfers of Himalaya Dollars on the Ethereum blockchain. These fees may be volatile and are not set by the Issuer or the Himalaya Exchange.</p>
7. How long do I have to hold the product for?		
a)		<p>The sole right in respect of Himalaya Dollar Credits is the right that the Himalaya Exchange allow you to participate in trading such Credits on the Himalaya Exchange or, in respect of eligible Members, use available Himalaya Pay services. Members with Himalaya Dollar Credits may request the Himalaya Exchange approve an exchange of their Himalaya Dollar Credits for U.S. Dollars but the Himalaya Exchange is under no obligation to approve such a request. Members do not have any direct or indirect claim on Issuer.</p> <p>Holders of Himalaya Dollars outside the Himalaya Ecosystem have no direct or indirect rights or claims against the Issuer or the Himalaya Exchange.</p>
8. How can I make a complaint?		
a)		Members of the Himalaya Exchange may make a complaint by contacting the Himalaya Exchange customer services via the Himalaya Exchange website.

9. Other relevant information:

a)		We recommend that you read the Himalaya Dollar White Paper, the Himalaya Terms and Conditions, the Himalaya Pay Terms of Use and the Himalaya Exchange App Terms of Use in addition to our Privacy Policy which will be made available on the website of the Himalaya Exchange.
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SCHEDULE 3

HIMALAYA COIN TERMS AND CONDITIONS

These Himalaya Coin Terms and Conditions (hereinafter **"Himalaya Coin Agreement"** or **"Himalaya Coin Conditions"**) supplement the General Conditions and are applicable to the use of the Himalaya Coin issued and managed by Himalaya International Financial Group Ltd (the **"Issuer"**) known as the Himalaya Coin (hereinafter referred to as the **"Himalaya Coin"**), and Credits corresponding to Himalaya Coins. The value of Himalaya Coin Credits is independent from and may be substantially different to the price or value of Himalaya Coins. **Members can only purchase Himalaya Coin Credits through the Himalaya Exchange and Members are not able to hold or own Himalaya Coins within the Himalaya Ecosystem. Members may only receive Himalaya Coins by making a request to the Himalaya Exchange to exchange their Himalaya Coin Credits for Himalaya Coins to be transferred to an external Ethereum address of such holder. The acceptance of an exchange request is at the discretion of the Himalaya Exchange in accordance with the Conditions and no Member has any right to receive Himalaya Coins in exchange for Himalaya Coin Credits.** These terms apply to each electronic form or contract executed by Users and/or Members or others who use the Himalaya Coin or Himalaya Coin Credits, unless expressly stipulated otherwise in the Contractual Documentation. These Himalaya Coin Conditions are supplemental to, form part of and should be read in conjunction with, each other applicable element of the Conditions including, without limitation, the General Conditions, the Himalaya Exchange Conditions and (to the extent such conditions are applicable in accordance with their terms), each set of Jurisdiction Conditions and each additional set of Product Conditions. To the extent there is a conflict between these Himalaya Coin Conditions and the General Conditions, the Himalaya Coin Conditions will prevail. In the case of a conflict between the Himalaya Coin Conditions and the applicable Jurisdiction Conditions, the Jurisdiction Conditions shall prevail. Capitalised terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions or the Product Conditions. **NEITHER HIMALAYA COINS OR HIMALAYA COIN CREDITS MAY PURCHASED BY OR OTHERWISE OFFERED, SOLD, DELIVERED OR TRANSFERRED WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF ANY U.S. PERSONS AS SUCH TERMS ARE DEFINED IN REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED OR TO ANY U.S. CITIZENS (AS DEFINED IN 8 U.S.C. SUBCHAPTER III) OR ANY U.S. PERSONS (AS DEFINED IN 17 C.F.R S230.902(K)).**

1. PRELIMINARY PROVISIONS

1.1 Terms and Conditions

- (a) You must agree to all of the terms of this Himalaya Coin Agreement. If you do not agree to or accept all of the terms of this Himalaya Coin Agreement, please immediately discontinue access to, and use of, all of the Products and Services. This Himalaya Coin Agreement applies to all users of Himalaya Coin Credits, whether as a guest, a registered Member of the Himalaya Exchange or otherwise and any holder of Himalaya Coins outside the Himalaya Ecosystem to the extent applicable.
- (b) By agreeing to these Himalaya Coin Conditions, you agree to be bound by the General Conditions, including any applicable Jurisdiction Conditions and any applicable Product Conditions from the relevant Service Commencement Date and the Contractual Documentation, as applicable.
- (c) Certain functionalities in respect of Himalaya Coin Credits rely on the availability of other Products and Services or the products and services of Affiliate Providers. You acknowledge and agree that such functionalities will not be available to you until the Service Commencement Date applicable to such Products and Services or the products and services of Affiliate Providers and only if and to the extent you have agreed to any applicable terms and conditions. You further acknowledge and agree that certain functionalities may only be available to eligible users and may not be available to users located in or citizens of certain jurisdictions.
- (d) If you are under the age of eighteen (18) or the legal age for entering legally binding contracts under applicable laws, you are not permitted to use any of the Products and Services. By continuing to access or use the Site, the Products or the Services, you indicate that you are (18) years of age or older or have the legal capacity to enter legally binding contracts under applicable laws. Misrepresentation of your age to gain access to any Products and Services is a breach of these terms.

1.2 Definitions

- (a) **"Account"** means a Member's account with the Himalaya Exchange.
- (b) **"Affiliate"** means a person or entity that directly or indirectly controls, is controlled by, or is under common control with the Issuer.
- (c) **"Business Day"** for the purposes of clause 5 means a day (other than a Saturday or Sunday) or a public holiday in the British Virgin Islands and England and a reference to any time on a Business Day is, unless otherwise specified, a reference to Atlantic Standard Time.

- (d) **“Fee Schedule”** means the schedule of fees applicable to use of the Products and Services made available to Members and published on the Site of the Himalaya Exchange as amended from time to time.
- (e) **“Himalaya Coin Launch Date”** means the date of the Initial Himalaya Coin Issuance on which Himalaya Coin Credits become available for purchase by eligible Members through the Himalaya Exchange as notified to Members through the Himalaya Exchange Site or otherwise in accordance with the Conditions.
- (f) **“Initial Himalaya Coin Issuance”** means the first issuance of Himalaya Coins by the Issuer and the sale of corresponding Credits by the Himalaya Exchange.
- (g) **“Platform”** means the Himalaya Exchange operated by Himalaya International Clearing Ltd.

2. **DISCLAIMER; RISK FACTORS**

- 2.1 The Himalaya Coin and Himalaya Coin Credits are not intended to constitute regulated products in the jurisdictions in which they are offered. This means that, when you invest in Himalaya Coins or Himalaya Coin Credits, losses incurred due to trading the Himalaya Coin or Himalaya Coin Credits will not be eligible for government compensation which might be applicable to regulated investment products.
- 2.2 The Ethereum blockchain may experience backlogs, higher than normal transaction fees, changes to the network, failure or a fork in the protocol. We do not own or control the Ethereum blockchain and are not responsible for the operation of the Ethereum network and make no guarantees regarding the networks' security, functionality, or availability.
- 2.3 Because the Himalaya Coin is an ERC-1404 token, it may be compatible with software or other technology provided by a third-party. The Providers do not guarantee the security or functionality of any third-party software or technology and are not responsible for any losses of Himalaya Coin's due to the failure of third-party software or technology or any corresponding impact of Himalaya Dollar Credits.
- 2.4 No assurance can be provided that there will be an active and liquid market for Himalaya Coins or Himalaya Coin Credits and there can be no assurance that such a market will develop. To the extent a market exists or develops, there can be no assurance that it will continue in the future. In respect of the Initial Himalaya Coin Issuance, Himalaya Coin Credits will be available for purchase through the Himalaya Exchange by Private Placement Participants only at a price of 0.10 Himalaya Dollar Credits to 1 Himalaya Coin Credit or 0.10 U.S. Dollars to 1 Himalaya Coin Credit. There can be no assurance that this value will be maintained or will increase when traded in the secondary market. The value of Himalaya Coins or Himalaya Coin Credits in the secondary market will depend on market supply and demand and their value may go down as well as up. As with other cryptocurrencies, the value of Himalaya Coins or Himalaya Coin Credits in the secondary market may be subject to substantial volatility and their entire value may be lost. The value of Himalaya Coin Credits is independent from and may be substantially different to the price or value of Himalaya Coins.
- 2.5 While the intention is to expand and develop the number of Vendors in the Himalaya Ecosystem who accept payment for goods or services through the Himalaya Pay arrangements, there is no guarantee that such development and expansion will be successful. The acceptance of the Himalaya Coin Credits for use through Himalaya Pay may be impacted by a wide range of factors outside our control including, but not limited to, the impact of new laws and regulations which may restrict the use of crypto assets as a form of payment or the creation of superior competing alternative currencies. In addition, there is no assurance that a person who accepts payment for goods or services through the Himalaya Pay arrangements today will continue to do so in the future. A failure to successfully establish, develop and expand the Himalaya Ecosystem may have a negative impact on the liquidity, value and utility of the Himalaya Coin and Himalaya Coin Credits.
- 2.6 There are significant regulatory risks associated with the purchase of crypto currencies such as the Himalaya Coin and corresponding Credits due to uncertainty regarding the evolution of regulatory frameworks governing such assets. Distributed ledger and blockchain technology allows new forms of interaction and it is possible that certain jurisdictions will apply existing regulations to, or introduce new regulations addressing, blockchain technology based applications and the purchase, use, transfer or sale of crypto currencies such as the Himalaya Coin or Credits corresponding thereto which may, *inter alia*, result in loss of utility, including potential loss of Himalaya Coins or their value or Credits corresponding thereto. The Providers or any related entity may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction and/or use the Himalaya Coin or Himalaya Coin Credits or make it commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdictions. The introduction of new laws or regulations, both in specific jurisdictions and internationally, could therefore have a material adverse effect on holders of the Himalaya Coin or Himalaya Coin Credits. We have no way of predicting these risks or their potential impact on crypto currencies such as the Himalaya Coin or on Himalaya Coin Credits.

- 2.7 There may be tax consequences relating to your purchase and use of Himalaya Coins and/or Himalaya Coin Credits and uncertainty may exist both in your jurisdiction and internationally as to applicable tax treatment. We have no way of predicting these risks and how they may affect your investment.
- 2.8 The ERC-1404 smart contract in respect of Himalaya Coins may be amended from time to time at the discretion of the Issuer to implement restrictions which the Issuer considers necessary to avoid breaches of existing or new laws or regulations or otherwise protect the value, integrity and stability of Himalaya Coins. Such changes may include, without limitation, locks on transfers to wallets of residents located in or citizens of certain jurisdictions for specified periods or at all. Such changes may materially adversely impact the value, transferability and/or utility of Himalaya Coins and may also have a negative impact on the value of and market for Himalaya Coin Credits. In addition, amending the ERC-1404 smart contract may require the Himalaya Coins be frozen for a period of time during which holders will be unable to use or transfer Himalaya Coins.
- 2.9 Himalaya Coins may rely on source code which may contain flaws, bugs, defects or inconsistencies which could compromise the predictability, usability, functionality, stability and security of the Himalaya Coins. In addition, source code modifications or updates may lead to unexpected or unintended outcomes which may adversely affect the utility or functionality of the Himalaya Coins and, as a result, corresponding Credits. The Providers may in such circumstances determine that Credits corresponding to Himalaya Coins are not fit for use within the Himalaya Ecosystem, freeze such Credits and require that they be replaced or swapped for Credits corresponding to updated versions. In addition, the Providers may freeze Himalaya Coins held by users outside the Himalaya Ecosystem in such circumstances and require that they be replaced or swapped for updated versions.
- 2.10 NEITHER THE ISSUER OR THE HIMALAYA EXCHANGE IS OBLIGED TO REPURCHASE HIMALAYA COINS OR HIMALAYA COIN CREDITS AND NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS GIVEN BY THE HIMALAYA EXCHANGE THAT IT WILL OFFER TO REPURCHASE ANY HIMALAYA COINS OR HIMALAYA COIN CREDITS.
- 2.11 Please also review the Risk Factor Disclosure, which is contained in Schedule 7 of the General Conditions, in addition to the General Conditions and the White Paper in respect of Himalaya Coins and Himalaya Coin Credits for additional risk factors, each of which can be accessed at the Site of the Himalaya Exchange.

3. THE PLATFORM

The Platform is an online platform that allows Members to participate in an Open Offer of Himalaya Coins for which they are eligible to participate in accordance with the terms of that Open Offer through the purchase of Himalaya Coin Credits using Himalaya Dollar Credits or U.S. Dollars from the Himalaya Exchange.

4. HIMALAYA COINS

- 4.1 Himalaya Coins and Himalaya Coin Credits are not money or legal tender and are not monetary instruments. Subject to paragraph 7 below, following the Himalaya Pay Service Commencement Date and subject to compliance with all applicable terms, eligible Members may transfer Himalaya Coin Credits to their Himalaya Pay Account and from their Himalaya Pay Account to the Himalaya Pay Accounts of other users. Subject to all applicable terms, eligible users may use Himalaya Coin Credits to offer payment to Vendors through Himalaya Pay and following the Himalaya Exchange Trading Service Commencement Date, Himalaya Coin Credits may be traded on the Himalaya Exchange with other Members for Credits corresponding to other Supported Assets.
- 4.2 The sale of Himalaya Coin Credits in respect of the Initial Himalaya Coin Issuance will be available for purchase only by Members who are Private Placement Participants through their Account using either Himalaya Dollar Credits at a rate of 0.10 Himalaya Dollar Credits to 1 Himalaya Coin Credit or U.S. Dollars at a rate of 0.10 U.S. Dollars to 1 Himalaya Coin Credit.
- 4.3 Himalaya Coins are ERC-1404 tokens minted on the Ethereum public blockchain. Because of this, Himalaya Coins may be compatible with existing third-party software that supports ERC-1404 tokens.
- 4.4 Only verified Members may purchase Himalaya Coin Credits. We may also refuse to permit the purchase of Himalaya Coin Credits by a verified Member in the event of any of any of the circumstances described herein including, without limitation, where we believe that the issuance of Himalaya Coin Credits would be contrary to applicable law or would otherwise expose us to legal liability.
- 4.5 The Providers may, at their sole discretion, engage market makers to provide liquidity for Himalaya Coin Credits on the Himalaya Exchange.
- 4.6 The Providers give no guarantee as to fitness for use to any person who acquires Himalaya Coins outside the Himalaya Ecosystem and such persons shall have no rights or claims of any kind against the Providers nor any right to represent the Providers or bind the Providers in contract or otherwise.

5. PURCHASING HIMALAYA COIN CREDITS

5.1 After creating an Account with the Himalaya Exchange and following the Himalaya Coin Launch Date, Members may begin to participate in any Open Offer of Himalaya Coins for which they are eligible in accordance with the terms of the relevant Open Offer through the purchase Himalaya Coin Credits with U.S. Dollars or Himalaya Dollar Credits through their Account at the Himalaya Exchange.

5.2 Initial Issuance

- (a) The sale of Himalaya Coin Credits under the Initial Himalaya Coin Issuance is being undertaken on a private placement basis and will only be available to Private Placement Participants who have opened an account with the Himalaya Exchange.
- (b) In respect of the Initial Himalaya Coin Issuance, Himalaya Coin Credits can be purchased either with Himalaya Dollar Credits at a rate of 0.10 Himalaya Dollar Credits to one Himalaya Coin Credit or with U.S. Dollars at a rate of 0.10 U.S. Dollars to 1 Himalaya Coin Credit.
- (c) Private Placement Participants who wish to participate in the Initial Himalaya Coin Issuance through the purchase of Himalaya Coin Credits must complete KYC procedures and open an Account with the Himalaya Exchange. Following the opening of their Himalaya Exchange Account, participants may purchase Himalaya Dollar Credits by making payment to the bank account of the Himalaya Exchange.
- (d) Following the Himalaya Coin Launch Date but prior to the Himalaya Exchange Trading Service Commencement Date, Private Placement Participants may place orders to purchase Himalaya Coin Credits through their account at the Himalaya Exchange using the Himalaya Dollar Credits on their Himalaya Exchange Account or using U.S. Dollars. To purchase Himalaya Coin Credits with Himalaya Dollar Credits, Private Placement Participants must first purchase Himalaya Dollar Credits with U.S. Dollars before placing an order for Himalaya Coin Credits. Private Placement Participants who elect to purchase Himalaya Coin Credits with U.S. Dollars must place an order for Himalaya Coin Credits through their Account and pay the full purchase price in U.S. Dollars plus the applicable fee to the bank account of the Himalaya Exchange. Private Placement Participants who elect to purchase Himalaya Coin Credits with U.S. Dollars will incur an additional fee which can be found in the Fee Schedule on the Site of the Himalaya Exchange. An order may not exceed their Allocation Amount and any amount ordered in excess of the Allocation Amount will be rejected.
- (e) Immediately following the commencement of the Himalaya Exchange Trading Service Commencement Date the Initial Himalaya Coin Issuance will be complete and no further Himalaya Coin Credits will be available for purchase from the Himalaya Exchange as part of the Initial Himalaya Coin Issuance.

5.3 Subsequent Issuances

The Issuer may from time to time undertake further issuances of Himalaya Coins and Members may participate in any Open Offer of Himalaya Coins for which they are eligible in accordance with the terms of the relevant Open Offer, through the purchase of Himalaya Coin Credits using U.S. Dollars or Himalaya Dollar Credits or, at the discretion of the Himalaya Exchange, other Credit or Supported Currency types. Purchases made with U.S. Dollars will be liable to an additional fee in accordance with the Fee Schedule. Subsequent issuances are subject to the terms set out in the paragraph entitled "*Further Issues*" below.

5.4 To purchase Himalaya Coin Credits with Himalaya Dollar Credits, eligible Members must place a purchase order for Himalaya Coin Credits through their Account with the Himalaya Exchange. Once the purchase order has been accepted in accordance with our and the Himalaya Exchange Compliance Policies, Members will be notified of such acceptance through their Account at the Himalaya Exchange. Following confirmation of acceptance, their Account will be credited with the relevant number of Himalaya Coin Credits and debited with the corresponding number of Himalaya Dollar Credits.

5.5 To purchase Himalaya Coin Credits with U.S. Dollars, eligible Members must pay the purchase price plus applicable fees in U.S. Dollars to the Himalaya Exchange Account. The Himalaya Coin Credits subject to the purchase order will subsequently be added to their Account with the Himalaya Exchange.

5.6 You agree and understand that any transfers by you of fiat currency to the bank account of the Himalaya Exchange in contemplation of the purchase of Himalaya Coin Credits with fiat currency shall be an outright payment and your sole right is to receive any Himalaya Coin Credits purchased with fiat currency and you shall not acquire or have any rights to or interest in the bank account of the Issuer or the Himalaya Exchange or any entitlements, claims, or rights against the Issuer or the Himalaya Exchange's bank in respect of any payments so made by you and there shall be no relationship between you and the Issuer or the Himalaya Exchange's bank or wallet provider. You do not have a right to require the Issuer to repurchase or exchange your Himalaya Coin Credits or any Himalaya Coins held outside

the Himalaya Ecosystem for fiat currency, any other type of Credit or any other crypto asset or other asset. Any repurchases of Himalaya Coin Credits or Himalaya Coins are at the sole discretion of the Issuer.

- 5.7 Funds sent to the Himalaya Exchange Account for the purchase of Himalaya Coin Credits must be made from your bank account(s) with financial institutions and, only if the Himalaya Exchange notifies users that it is accepting credit cards as a method of payment, your credit card account. Funds received into the Himalaya Exchange Account to purchase Credits will only be reflected by the addition of Credits in your Account when it has been validated that the payment was made from a bank account owned by you. If a payment does not originate from a bank account owned by you, it will be rejected and returned immediately. Himalaya Coin Credits may not be added to your Account outside of normal banking hours. The time taken for Himalaya Coin Credits to be added to your Account following payment of the purchase price to the Himalaya Exchange may vary and are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our banks.
- 5.8 You represent and warrant that all funds that you transfer to the Himalaya Exchange Account do not represent the proceeds of any criminal, illegal or fraudulent activity. You are not allowed to deposit monies to the Himalaya Exchange Account from an account other than your own.
- 5.9 Prior to the placement of a purchase order for Himalaya Coin Credits on the Himalaya Exchange, you will be required to review certain information including the amount of the purchase and the fees (if any) to be charged by the Himalaya Exchange.
- 5.10 To ensure your order for Himalaya Coin Credits is accepted, you must ensure that you have a sufficient number of Himalaya Dollar Credits in your Account to complete the purchase or, where you elect to make the purchase in U.S. Dollars, you pay the full purchase price plus applicable fees to the Himalaya Exchange Account.
- 5.11 Once a purchase of Himalaya Coin Credits has been executed the transaction is not reversible.
- 5.12 Minimum purchase limits for the purchase of Himalaya Coin Credits may be imposed and updated from time to time.

6. FORKS

- 6.1 You understand, acknowledge and agree that the underlying operating rules of the Ethereum blockchain may change from time to time in such a way as to result in more than one related version of Ethereum (each instance of any such change, a “Fork”). If a Fork occurs, it will result in the creation of a new branch of the Ethereum blockchain. We will evaluate all forks and make a determination, based on a number of factors, to support Credits corresponding to the Himalaya Coin on one, and only one, of the Forks. Services will continue to be provided for Credits corresponding to Himalaya Coins held on the supported Fork only.
- 6.2 If a Fork occurs, you understand, acknowledge and agree that the Providers may temporarily suspend use of and support for the Himalaya Coin Credits and related operations in respect of Himalaya Coin Credits on the Platform or within the Himalaya Ecosystem.

7. UPDATES, COMPLIANCE WITH LAWS AND TIME-LOCK TRANSFERS

7.1 Updates

As part of the ERC-1404 smart contract and as part of the Services, we retain the right to freeze and upgrade the Himalaya Coin ERC-1404 smart contract (on an aggregate basis), regardless of where the Himalaya Coins are being held. Commercially reasonable efforts will be made to provide prior notice of any material freeze or upgrade and inform holders of Himalaya Coins. We will make commercially reasonable efforts to use the freeze and/or upgrade feature only under limited circumstances.

7.2 Compliance with Laws

- (a) We may from time-to-time in our sole and absolute discretion amend the ERC-1404 smart contract in respect of Himalaya Coins to implement restrictions which we consider necessary to avoid breaches of existing or new laws or regulations or otherwise protect their value, integrity and stability and you expressly agree that we have such right. Such changes may include, without limitation, locks on transfers to wallets of residents located in or citizens of certain jurisdictions for specified periods or at all. In addition, amending the ERC-1404 smart contract may require the Himalaya Coins be frozen for a period of time during which holders of Himalaya Coins outside the Himalaya Ecosystem will be unable to use or transfer Himalaya Coins and users expressly agree that we have such right.
- (b) Commercially reasonable efforts will be made to provide prior notice of any freeze or amendment to the ERC-1404 smart contract and inform holders of Himalaya Coins. We will make commercially reasonable efforts to use to take such action only under limited circumstances.

7.3 **Restricted Period**

- (a) Where Himalaya Coins are transferred from any Ethereum address to another Ethereum address, the Himalaya Coins transferred will be locked for a period of 366 days (the "**Restricted Period**") in the recipient's address and the recipient will be unable to transfer such Himalaya Coins until the expiry of the Restricted Period.
- (b) The Restricted Period will not apply to transfers of Credits made on the Platform or to or from a Himalaya Pay Account.
- (c) Holders of Himalaya Coins may request the removal of the Restricted Period by whitelisting their Ethereum address with the Issuer or another entity authorised to undertake whitelisting. Once whitelisted, any Himalaya Coins received in the whitelisted address will not be subject to the Restricted Period. An address may only be whitelisted at the discretion of the Issuer or another entity authorised to undertake whitelisting on it being determined that such whitelisting and subsequent transfer will not breach applicable laws.
- (d) A fee will be payable in accordance with the Fee Schedule to whitelist an Ethereum address.
- (e) Neither the Issuer, the Himalaya Exchange or any other Provider will, to the fullest extent permitted by law, be liable for any damage or loss related to the Restricted Period.
- (f) The Issuer and/or the Himalaya Exchange or another entity authorised to do so may, in their sole and absolute discretion, extend the Restricted Period on any address if they believe that either the Himalaya Coins or the address are linked to or involved in illegal activity, theft, hack, fraud or any other breach of the Conditions applicable to the Himalaya Coins or their use.
- (g) The Issuer and/or the Himalaya Exchange or another entity authorised to undertake whitelisting may, in their sole and absolute discretion refuse a request to whitelist an Ethereum address for the purposes of paragraph (c) above.

8. **FEES**

8.1 **Fees on Issuance**

No fees will be charged by the Providers to Members for a purchase of Himalaya Coin Credits using Himalaya Dollar Credits from the Himalaya Exchange as part of any Open Offer. The purchase of Himalaya Coin Credits with U.S. Dollars may be subject to additional charges in accordance with the Fee Schedule.

8.2 **Trading**

The Himalaya Exchange will charge Members fees for trading Himalaya Coin Credits on the Himalaya Exchange in accordance with the Fee Schedule made available to Members and published on the Site of the Himalaya Exchange.

8.3 **Transfer to third-party wallet**

Where a Member makes a request for a transfer of Himalaya Coins corresponding to Himalaya Coin Credits to a wallet outside the Himalaya Exchange and such transfer is approved by the Himalaya Exchange, the Himalaya Exchange will charge Members a transfer fee in accordance with the Fee Schedule made available to Members and published on the Site of the Himalaya Exchange.

8.4 **Right to Change Fees and Fee Structure**

The Providers reserve the right to change or modify the fee structure or increase any fees at any time and from time to time. Any such changes, modifications or increases will be effective upon posting such changes, modifications or increases on the Site of the Himalaya Exchange. Your first use of your Account or your Himalaya Pay Account following the posting on the Site of any changes to the fees will constitute your acceptance of such changes. If you do not agree to the posted changes, you may close your Account and your Himalaya Pay Account as provided in the Conditions.

9. **FURTHER ISSUES**

9.1 **Right to Issue**

The Issuer may from time to time following the Initial Himalaya Coin Issuance in its sole and absolute discretion, undertake further issuances of Himalaya Coins and the Himalaya Exchange may sell corresponding Credits to

Members generally or to certain Members only. Further issues of Himalaya Coins and sale of corresponding Himalaya Coin Credits are subject to the following restrictions:

- (a) Subject to paragraph 9.1(d) below, the maximum number of all Himalaya Coins which may be issued by the Issuer is 100,000,000,000 (the "**Issuance Cap**");
- (b) The maximum number of Himalaya Coins which may be issued in any 12 month period is 1,000,000,000 (the "**Annual Cap**") plus such number of unissued Himalaya Coin's in respect of all previous 12 month periods up to the Annual Cap in respect of each such period; and
- (c) The maximum number of Himalaya Coin issuances in any 12 month period is 4.
- (d) The Issuer may, after consultation with independent advisors, increase the Issuance Cap where it believes such increase is necessary or desirable to support the stated mission in the Himalaya Coin White Paper of creating the best digital financial system through the use of blockchain technology to provide affordable, secure, efficient and convenient products and services and the vision of empowering everyone in the world to take control of their financial freedom.

The specific conditions applicable to each future issuance Himalaya Coins and sale of Himalaya Coin Credits including eligibility to participate will be notified to Members prior to the relevant issuance.

9.2 **Price of Further Issues and Discontinuation**

- (a) The issue price for each future issuance (the "**Issue Price**") will be calculated in U.S. Dollars based on the weighted average price paid per Himalaya Coin Credit in respect of all HCN Credit trades settled on the Himalaya Exchange in the immediately preceding 30 days prior to the date on which an announcement of a further issuance of Himalaya Coins is made (the "**Weighted Average Price**"). The U.S. Dollar price of each trade used to calculate the Weighted Average Price will be calculated based on the spot price for exchange of the Credit type traded for Himalaya Coin Credits to Himalaya Dollar Credits on the Himalaya Exchange at or around the time at which the relevant trade was executed with the value of each Himalaya Dollar Credit being deemed to be 1 U.S Dollar.
- (b) The Issue Price per Himalaya Coin Credit will be set by the Issuer and, subject to paragraph (c) below, must not be greater than 115 per cent of the Weighted Average Price or less than 85 per cent of the Weighted Average Price.
- (c) Notwithstanding paragraph (b) above, where the Issuer determines, in its sole and absolute discretion, that an Issue Price could not practicably be calculated in accordance with the foregoing or the Issue Price so calculated does not constitute a fair market price, it shall be entitled to make such adjustments in the calculation of the Issue Price as it deems necessary in order to achieve an Issue Price which it deems to be a fair market price. In making such a determination, the Issuer may consider all information which it deems relevant including, without limitation, the occurrence of a significant trade or series of trades where the price paid per Himalaya Coin Credit was substantially different than the price paid in respect of other trades used to calculate the Weighted Average Price.
- (d) The Issuer may cancel any further issuance previously announced at its sole and absolute discretion at any time.

10. **ILLEGAL USE OF HIMALAYA COINS**

THE PROVIDERS MAY FREEZE, TEMPORARILY OR PERMANENTLY, YOUR USE OF, AND ACCESS TO, HIMALAYA COINS OR HIMALAYA COIN CREDITS WITH OR WITHOUT ADVANCE NOTICE, IF REQUIRED TO DO SO BY LAW, INCLUDING BY COURT ORDER OR OTHER LEGAL PROCESS OR IF THEY BELIEVE OR SUSPECT THAT THEY ARE BEING USED TO FACILITATE A BREACH OF APPLICABLE LAW OR REGULATION INCLUDING, WITHOUT LIMITATION MONEY LAUNDERING.

YOUR HIMALAYA COINS OR HIMALAYA COIN CREDITS MAY BE SUBJECT TO SEIZURE OR FORFEITURE BY LAW ENFORCEMENT, AND THE PROVIDERS WILL COMPLY WITH LEGAL PROCESS IN RESPECT THEREOF.

IF THE PROVIDERS DETERMINE AFTER INVESTIGATION THAT ANY OF YOUR HIMALAYA COINS OR HIMALAYA COIN CREDITS HAVE BEEN USED, OR ARE BEING USED, FOR ILLEGAL (OR SANCTIONED) ACTIVITY, YOUR USE OF THEM MAY BE SUSPENDED AND YOUR RIGHTS IN RESPECT THEREOF MAY BE FORFEITED.

ANY HIMALAYA COINS OR HIMALAYA COIN CREDITS THAT ARE SUBJECT TO FREEZE, SEIZURE, FORFEITURE OR SIMILAR LIMITATION ON THEIR USE IMPOSED BY LAW MAY BECOME WHOLLY AND

PERMANENTLY UNRECOVERABLE AND UNUSABLE, AND IN APPROPRIATE CIRCUMSTANCES, MAY BE DESTROYED.

THIS SECTION APPLIES TO ALL HOLDERS, REGARDLESS OF WHETHER THE HOLDER IS A MEMBER.

BY USING HIMALAYA COINS OR HIMALAYA COIN CREDITS, YOU AGREE THAT WE MAY TAKE THE ACTIONS SET FORTH IN THIS SECTION AND THAT WE WILL NOT BE LIABLE TO YOU THEREFORE IN ANY WAY WHATSOEVER.

SCHEDULE 4

SUMMARY INFORMATION - HIMALAYA COINS

1. Purpose:		
a)		This Schedule provides an overview of certain key information with respect to Himalaya Coins and Himalaya Coin Credits. It is a summary only and does not contain a full description of all applicable terms or risks associated with either Himalaya Coins or Himalaya Coin Credits. Prior to purchasing Himalaya Coins or Himalaya Coin Credits you should ensure that you read the White Paper, the Conditions and related documentation in full and make your own determination as to whether Himalaya Coins or Himalaya Coin Credits are suitable for you. If you are in any doubt, you should take independent legal, tax and/or financial advice.
2. Product		
a)	Name of product:	Himalaya Coins and Himalaya Coin Credits
b)	Name of Issuer / [producer/manufacturer]:	<p>Himalaya Coins are issued by Himalaya International Financial Group Ltd, a company incorporated in the British Virgin Islands (the "Issuer").</p> <p>Himalaya Coin Credits are sold by Himalaya International Clearing Ltd, a company incorporated in the British Virgin Islands (the "Himalaya Exchange").</p> <p>Himalaya International Financial Group Ltd and Himalaya International Clearing Ltd are not authorised, regulated or supervised by any financial or regulatory authority.</p>
c)	Website of the Issuer:	<p>The website of the Issuer is https://himalaya.exchange</p> <p>The website of the Himalaya Exchange is https://himalaya.exchange</p>
3. What is this product?		
a)	About the product:	<p><u><i>The Himalaya Coin</i></u></p> <p>The Himalaya Coin is a cryptocurrency or virtual currency. Cryptocurrencies are encrypted digital representation of value that function as a medium of exchange, a unit of account, and/or a store of value, do not generally have legal tender status in any jurisdiction and are traded on decentralised digital exchanges.</p> <p>The Himalaya Coin is an ERC-1404 token. ERC-1404 tokens are tokens designed and used on the Ethereum platform - an open-source, blockchain-based, decentralised software platform -which allows the recording of transactions.</p> <p>Himalaya Coins cannot be purchased directly from the Issuer. Users who wish to participate in an offering of Himalaya Coins may, subject to the terms of any offer, purchase Himalaya Coin Credits from the Himalaya Exchange as described below. Himalaya Coins held by users outside the Himalaya Ecosystem will be subject to a 366 day Restricted Period where the relevant Ethereum address is not whitelisted with the Issuer or another entity authorised by the Issuer. This means that, where Himalaya Coins are transferred to a non-whitelisted Ethereum address they will not be transferable for 366 days from the date of receipt in that address unless that address is whitelisted. Himalaya Coins held in an Ethereum address may also be frozen by the Issuer for a number of reasons including for the purposes of amending the ERC-1404 smart contract.</p> <p><u><i>The Himalaya Exchange</i></u></p> <p>The Himalaya Exchange is a digital asset exchange. Trading products on the Himalaya Exchange is facilitated through the use of Credits. Credits correspond to a specified type of crypto asset. Credits can be purchased by Members from the Himalaya Exchange in exchange for the relevant corresponding crypto asset or, in the case of Himalaya Dollar Credits or Himalaya Coin Credits, fiat</p>

		<p>currency. Members of the Himalaya Exchange may use the Himalaya Exchange platform to trade their Credits with other Members for Credits which correspond to crypto assets of a different type. Members may request that the Himalaya Exchange exchange Credits on their Account for the corresponding crypto asset but the Himalaya Exchange is under no obligation to do so. Crypto assets and fiat currency cannot be held by Members through the Himalaya Exchange or within the Himalaya Ecosystem. If the Himalaya Exchange approves a request, the relevant crypto assets (or fiat currency in the case of an exchange of Himalaya Dollar Credits for U.S. Dollars) will be transferred to a Members Ethereum wallet or bank account outside the Himalaya Ecosystem.</p> <p><u>Himalaya Coin Credits</u></p> <p>Himalaya Coin Credits are Credits corresponding to Himalaya Coins. Himalaya Coin Credits will be sold by the Himalaya Exchange to eligible Members of the Himalaya Exchange from time to time. Himalaya Coin Credits represent a right that the Himalaya Exchange allow you to participate in trading such Credits on the Himalaya Exchange.</p> <p><u>Himalaya Pay</u></p> <p>The Himalaya Pay App will be available to eligible Members of the Himalaya Exchange only. The Himalaya Pay App is a dedicated mobile payment application which is intended to allow users to make transfers of Himalaya Coin Credits from their Himalaya Exchange account to their Himalaya Pay account and from their Himalaya Pay account to Himalaya Pay Accounts of other users. The Himalaya Pay App is also intended to allow users to use Himalaya Coin Credits to offer to purchase goods and services from approved participating vendors through the Himalaya Pay arrangements.</p>
b)	Objectives:	To provide affordable, convenient, efficient and secure crypto currency which can be used for both payments and trading.
c)	Indented users:	<p>Accessing, holding or using Himalaya Coins or Himalaya Coin Credits may be restricted by law. Residents or citizens of certain jurisdictions are not permitted to purchase Himalaya Coins or Himalaya Coin Credits including residents or citizens of the United States.</p> <p>Purchasing and trading products such as cryptocurrencies or Credits is not appropriate for everyone. It is normally expected that these products are used by persons who have a high-risk tolerance as well as the ability to understand the risks involved with their high volatility including the risk of losing a part of or the entire investment in a very short period of time. Users should only be purchasing and trading Credits or purchasing crypto assets generally with money they can afford to lose and should be able to bear the risk of a total loss of their invested amounts.</p> <p>Moreover, users should be aware of the absence of any specific regulatory frameworks governing the trading in such products in a large number of jurisdictions across the world. Users who purchase or trade Himalaya Coins or Himalaya Coin Credits must be aware that they are not entitled to any protection under investor compensation schemes.</p>
4. What are the risks?		
a)		<p>Purchasing and/or trading cryptocurrencies involves significant risks. Prospective users of Himalaya Coins or Himalaya Coin Credits should ensure they read all related documentation including the White Paper and Risk Factor Disclosure contained in the Conditions. While these documents highlight certain potential risks, they are not exhaustive and do not disclose all potential risks. Prospective purchasers must consider for themselves the potential risks in light of their own circumstances.</p> <p>Cryptocurrencies and Credits corresponding to cryptocurrencies are exposed to significant levels of price volatility, which may be substantially higher compared to other types of investments. Users who purchase Himalaya Coin Credits do not own and have no right to require a transfer of Himalaya Coins and their sole right is to trade Credits on the Himalaya Exchange or, where eligible, to use the services provided by Himalaya Pay. There is no guarantee that there will at any time, be participating vendors who accept payment for</p>

		goods or services through the Himalaya Pay arrangements using Himalaya Coin Credits through Himalaya Pay. Users who purchase Himalaya Coins outside the Himalaya Ecosystem have no rights against the Issuer or any other Provider or Affiliate Provider.
5. What happens if the Issuer or the Himalaya Exchange is insolvent or dissolved?		
a)		Neither Himalaya Coins or Himalaya Coin Credits create any financial rights against the Issuer or any other Provider or Affiliate Provider. Purchasers have no rights in insolvency or otherwise over any assets of the Issuer or any other Provider or Affiliate Provider.
6. What costs will be incurred?		
a)		<p>The Himalaya Exchange does not currently impose fees on Members to purchase Himalaya Coin Credits with Himalaya Dollar Credits from the Himalaya Exchange, but a fee will be applicable where Members purchase Himalaya Coin Credits with U.S. Dollars. The Himalaya Exchange charges fees for trading Credits on its platform. Members may incur banking or other charges when using U.S. Dollars to purchase Himalaya Coin Credits from the Himalaya Exchange. If the Himalaya Exchange agrees to a Member's request to exchange Himalaya Coin Credits for Himalaya Coins and transfer these to a Member's external Ethereum address, the Himalaya Exchange may impose a fee as set out in its Fee Schedule available on its website as amended from time to time.</p> <p>Users of Himalaya Coins outside the Himalaya Ecosystem will incur blockchain transaction fees for transfers of Himalaya Coins on the Ethereum blockchain. These fees may be volatile and are not set by the Issuer or the Himalaya Exchange.</p>
7. How long do I have to hold the product for?		
a)		<p>The sole right in respect of Himalaya Coin Credits is the right to trade such Credits on the Himalaya Exchange or, in respect of eligible Members, use available Himalaya Pay services.</p> <p>Holders of Himalaya Coins outside the Himalaya Ecosystem have no rights against the Issuer or the Himalaya Exchange and the ability to sell or otherwise dispose of them is subject to secondary demand which may or may not exist at any time in the future.</p>
8. How can I make a complaint?		
a)		Members of the Himalaya Exchange may make a complaint by contacting our customer service via our website.
9. Other relevant information:		
a)		We recommend that you read the Himalaya Coin White Paper, the Himalaya Terms and Conditions, the Himalaya Pay Terms of Use and the Himalaya Exchange App Terms of Use in addition to our Privacy Policy available on the website of the Himalaya Exchange.

SCHEDULE 5

HIMALAYA EXCHANGE TERMS AND CONDITIONS

These Exchange Terms and Conditions (hereinafter "**Himalaya Exchange Agreement**" or "**Himalaya Exchange Conditions**") supplement the General Conditions and are applicable to the use of the crypto asset exchange platform (the "**Himalaya Exchange**") operated and provided by Himalaya International Clearing Ltd. These terms apply to each electronic form or contract executed by Users and/or Members who use the Himalaya Exchange, unless expressly stipulated otherwise in the Contractual Documentation. To the extent there is a conflict between the Himalaya Exchange Agreement and the General Conditions, the terms of this Himalaya Exchange Agreement will prevail and to the extent there is a conflict between the Himalaya Exchange Agreement and the applicable Jurisdiction Conditions, the Jurisdiction Conditions shall prevail. terms not otherwise defined herein shall have the meaning ascribed to them in the General Conditions or the Product Conditions. **NO PERSON LOCATED IN THE UNITED STATES OR ACTING FOR THE ACCOUNT OR BENEFIT OF ANY U.S. PERSONS (AS SUCH TERMS ARE DEFINED IN REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED); OR U.S. CITIZEN (AS DEFINED IN 8 U.S.C. SUBCHAPTER III); OR U.S. PERSON (AS DEFINED IN 17 C.F.R S230.902(K)) MAY BECOME A MEMBER, USER OR OTHERWISE ACCESS THE HIMALAYA EXCHANGE.**

1. PRELIMINARY PROVISIONS

1.1 Terms and Conditions

- (a) You must agree to all of the terms of this Himalaya Exchange Agreement. If you do not agree to or accept all of the terms of this Himalaya Exchange Agreement, please immediately discontinue access to, and use of, all Himalaya Products and Services. This Himalaya Exchange Agreement applies to all Users and/or Members of the Himalaya Exchange, whether as a guest or a registered Member.
- (b) By agreeing to the Himalaya Exchange Conditions, you agree to be bound by the General Conditions, including any applicable Jurisdiction Conditions, and must agree to any applicable Product Conditions from the relevant Service Commencement Date and the Contractual Documentation, as applicable.
- (c) Certain Products, Services and functionalities to be provided by or through the Himalaya Exchange and governed by these Conditions will not be available to you until the Himalaya Exchange Trading Service Commencement Date. In addition, certain Products and Services and features to be provided by or through the Himalaya Exchange are contingent on the availability of the Products and Services of other Providers or the products and services of Affiliate Providers. You acknowledge and agree that such Products Services and/or features will not be available to you until the Service Commencement Date applicable to such Products and Services or the products and services of Affiliate Providers and only if and to the extent you have agreed to any applicable terms and conditions. You further acknowledge and agree that certain functionalities may only be available to eligible users and may not be available to users located in or citizens of certain jurisdictions.
- (d) If you are under the age of eighteen (18) or the legal age for entering legally binding contracts under applicable laws, you are not permitted to use any of the Products and Services. By continuing to access or use the Site, the Products or the Services, you indicate that you are (18) years of age or older or have the legal capacity to enter legally binding contracts under applicable laws. Misrepresentation of your age to gain access to any Products and Services is a breach of these terms.

1.2 Definitions

- (h) "**Account**" means a Members account with the Himalaya Exchange.
- (i) "**Business Day**" for the purposes of clause 5 means a day (other than a Saturday or Sunday) or a public holiday in the British Virgin Islands and England a reference to any time on a Business Day is, unless otherwise specified, a reference to Atlantic Standard Time.
- (j) "**Fee Schedule**" means the schedule of fees applicable to use of the Products and Services made available to Members and published on the Site of the Himalaya Exchange from time to time.
- (k) "**Himalaya Coin Launch Date** means the date of the initial issuance of Himalaya Coins and on which Himalaya Coin Credits become available for purchase by eligible Members through the Himalaya Exchange as notified to Members through the Himalaya Exchange Site or otherwise in accordance with the Conditions.

- (l) **“Himalaya Dollar Launch Date”** means the date of the initial issuance of Himalaya Dollars and on which Himalaya Dollar Credits become available for purchase by Members through the Himalaya Exchange as notified to Members through the Himalaya Exchange Site or otherwise in accordance with the Conditions.
- (m) **“Himalaya Exchange Account”** means the bank account of the Himalaya Exchange for the deposit of fiat currency notified to the Members from time to time.
- (n) **“Himalaya Exchange Wallet”** means the wallet address of the Himalaya Exchange notified to Members from time to time.
- (o) **“Market Data”** means the market value data compiled and published by the Providers on the Site or otherwise, including bid prices, ask prices, trade prices and trading volume.
- (p) **“Supported Assets”** means the types of crypto assets that are supported by, may be transferred to and in respect of which Credits corresponding to such crypto asset may be traded on the Himalaya Exchange from time to time as published on the Site of the Himalaya Exchange which, for the avoidance of doubt, excludes security tokens, asset tokens or derivatives of any kind.
- (q) **“Supported Currency”** means the fiat currencies that are accepted by the Himalaya Exchange from time to time, as published on the Site of the Himalaya Exchange.

2. THE EXCHANGE

2.1 Subject to Clause 1.6 of the General Conditions, following the Himalaya Exchange Trading Service Commencement Date:

- (a) the Himalaya Exchange will allow Members to trade Credits through its platform with other Members.
- (b) Members may purchase Credits from the Himalaya Exchange with Supported Assets or, in respect of Himalaya Dollar Credits or Himalaya Coin Credits, U.S. Dollars or another Supported Currency. Credits purchased from the Himalaya Exchange with Supported Assets will correspond to the Supported Asset which the Member uses to purchase such Credits.
- (c) Members may use their Credits to trade for Credits corresponding to another Supported Asset type with other Members of the Himalaya Exchange. When the Himalaya Exchange matches orders of its users, a trade will occur. Each trade will be reflected in an adjustment to the Members’ Credit balances on the ledger of the Himalaya Exchange. All trading activity on the Himalaya Exchanges is “off-chain” and is not broadcast to the applicable blockchain.

2.2 Purchases by Members of Credits corresponding to Himalaya Dollars and/or Himalaya Coins are subject to the Himalaya Dollar Conditions and the Himalaya Coin Conditions respectively and the purchase of Himalaya Coin Credits are subject to the applicable terms of each Open Offer.

3. DISCLAIMER; RISK FACTORS

We are providing you with a method by which you can exchange, buy/sell, and/or store Credits corresponding to certain crypto assets, and we make no representations or warranties concerning the value, stability, or legality of any crypto assets or corresponding Credits. The purchase, trading and use of crypto assets through the use of Credits or otherwise, involves significant risks and losses can be substantial and may occur over a short period of time. Prior to using the Himalaya Exchange, the Products or the Services, please read the Risk Factor Disclosure, which is contained in Schedule 7 of the General Conditions, and which provides details of certain potential risks associated with the use of the Himalaya Exchange, the Products and the Services in addition to certain potential risks related to the associated products and services provided by the Affiliate Providers. You should be aware that the risks discussed provide summaries only of certain key risks which have been identified by the Providers and Affiliate Providers, are not exhaustive and do not represent all potential risks associated with the Products and Services or those of Affiliate Providers.

You should also review the General Conditions, the Himalaya Dollar Conditions, the Himalaya Coin Conditions, the Himalaya Dollar Whitepaper and the Himalaya Coin Whitepaper, in addition to the terms and conditions of Affiliate Providers for a further description of the Products and Services each of which can be accessed at the website of the Himalaya Exchange: <https://himalaya.exchange> from the applicable Service Commencement Date.

You acknowledge and agree that you are solely responsible for determining the nature and suitability of the Himalaya Exchange, the Products and the Services and those of Affiliate Providers in light of your own circumstances and financial resources. The Himalaya Exchange offers an execution only trading service. Trades will be executed at your request but without you being provided with any advice or personal recommendations. We are not required to and we will not assess the suitability or appropriateness of transactions including whether (a) any type of Supported Asset or

corresponding Credit meets your investment objectives; (b) you would be able to financially bear the risk of any loss that the Supported Asset or corresponding Credit may cause; (c) you have the necessary knowledge and experience to understand the risks involved; (d) you are aware of the tax consequences of any transaction. All trading instructions from you will be carried out in accordance with the Conditions, the Trading Rules and such other policies and procedures as are notified to Members from time to time. We are not giving tax advice, legal advice or other professional advice by allowing you to use the Himalaya Exchange, the Products or the Services. No Material available through the Himalaya Exchange, the Site, the Products or the Services shall be considered tax advice, legal advice or investment advice.

Members are not able to hold or own crypto assets or fiat currency through the Himalaya Exchange. Members may only receive crypto assets corresponding to Credits by making a request to the Himalaya Exchange to exchange their Credits for corresponding crypto assets to be transferred to an external wallet address of such Member and, in the case of Himalaya Dollar Credits, may only receive U.S. Dollars by making a request to the Himalaya Exchange to exchange Himalaya Dollar Credits for U.S. Dollars in accordance with the Himalaya Dollar Conditions. The acceptance of an exchange request is at the discretion of the Himalaya Exchange in accordance with the Conditions and no Member has any right to receive crypto assets or fiat currency in exchange for Credits.

4. EXCHANGE MARKET DATA

4.1 We may compile and publish Market Data. You understand, acknowledge and agree that, due to technical and other restrictions, the crypto asset Credit and other values displayed on our Site and in the Market Data may be delayed and therefore not reflect the current, live market value of such crypto asset Credits. Nonetheless, you agree that the values displayed on our Site control your Account and your use of the Site, the Himalaya Exchange and the Products and Services. You agree that we are not responsible for any adverse consequences that you may experience, or costs that you may incur, arising from any lapse, failure, outage or error in receiving Market Data from us.

4.2 Subject to our Privacy Policy, which can be accessed at the website of the Himalaya Exchange: <https://himalaya.exchange>, and applicable Conditions, our Market Data may include aggregated and anonymised statistical information about trades made through our Products and Services. We may share (including by sale or license) the Market Data with third parties. Such Market Data will not identify any particular Member nor attribute trade(s) to a particular Member by name.

5. YOUR HIMALAYA EXCHANGE ACCOUNT

5.1 Purchasing Credits for Your Account

You may apply to open an Account on or after the Account Registration Launch Date or, if you are a Private Placement Participant, the Private Placement Participant Account Registration Launch Date. Subject to Clause 1.6 of the General Conditions, after creating your Account with the Himalaya Exchange:

- (i) you may, subject to the Himalaya Dollar Conditions, participate in the issue of Himalaya Dollars by placing an order to purchase Himalaya Dollar Credits from the Himalaya Exchange;
- (ii) following the Himalaya Coin Launch Date, you may participate in any Open Offer of Himalaya Coins for which you are eligible in accordance with the terms applicable to any Open Offer by placing an order to purchase Himalaya Coin Credits from the Himalaya Exchange;
- (iii) following the Himalaya Exchange Trading Commencement Date, you may purchase Credits for your Account with Supported Assets corresponding to the type of Credit you wish to purchase.

5.2 Purchasing Credits with Crypto Assets

- (i) To purchase crypto asset Credits for your Account from the Himalaya Exchange with crypto assets, you may transfer a Supported Asset, for example, Bitcoin, from your account(s) with third-party crypto asset provider(s) (often known as "wallets") into the Himalaya Exchange Wallet. For example, to purchase 100 Bitcoin Credits for your Account, you would use the third-party Bitcoin software to transfer your own pre-existing 100 Bitcoin from your wallet to the Himalaya Exchange's Wallet. The Himalaya Exchange would then credit your Account with 100 Bitcoin Credits on the Himalaya Exchange's ledger, and you would be able to trade those Bitcoin Credits on the Himalaya Exchange. The transfer of crypto assets to the Himalaya Exchange Wallet to purchase corresponding Credits will be an outright transfer of legal and beneficial ownership of the relevant crypto assets from you to the Himalaya Exchange and your rights thereafter will be solely in respect of the corresponding Credits added to your Account against such outright transfer or any Credits for which you subsequently trade such Credits.

- (ii) You may only transfer Supported Assets to the Himalaya Exchange Wallet. You understand, acknowledge and agree that if you or a third party transfers an amount of an asset which is not a Supported Asset into the Himalaya Exchange Wallet, we have the right to and will account for any such unsupported crypto asset as belonging to us. We have, and assume, no obligation or duty to return the crypto asset transmitted to the Himalaya Exchange Wallet on an unsolicited basis or sell you any Credits in respect thereof. The time taken for Credits to be added to your Account following payment of the purchase price by transferring Supported Assets to the Himalaya Exchange may vary and are subject to bank holidays, the internal processes and jurisdiction of your wallet provider, and the internal processes of our wallet provider. In certain situations, Credits may be delayed in connection with Downtime.

5.3 Purchasing Credits with Fiat Currency

Subject to the Himalaya Coin Conditions and the terms of any Open offer and to the Himalaya Dollar Conditions, you may also use fiat currency to purchase Himalaya Dollar Credits and Himalaya Coin Credits using U.S. Dollars or any other Supported Currency. To purchase Himalaya Dollar Credits or Himalaya Coin Credits using a Supported Currency :

- (i) you must place a purchase order for the relevant value of such Credits through your Account with the Himalaya Exchange and make payment in the Supported Currency to the Himalaya Exchange Account of the full purchase price plus any applicable fees. Once your purchase order has been accepted in accordance with our Compliance Policies, your Account will be adjusted to reflect the purchased Credits and the Himalaya Exchange's ledger will be adjusted accordingly. The transfer of fiat currency to the Himalaya Exchange Account to purchase Credits constitutes a purchase by you of such Credits and your rights thereafter will be solely in respect of such Credits or any Credits for which you subsequently trade such Credits.
- (ii) Funds deposited in the Himalaya Exchange Account for the purchase of Credits must be made from your account(s) with financial institutions and, only if the Himalaya Exchange notifies users that it is accepting credit cards as a method of payment, your credit card account. The purchase transaction will not be completed until your funds are received into the Himalaya Exchange Account and we validate that they are paid from a bank account owned by you. If a deposit does not originate from a bank account owned by you, it will be rejected and returned immediately. Credits may not be added to your Account outside of normal banking hours. The time taken for Credits to be added to your Account following payment of the purchase price to the Himalaya Exchange may vary and are subject to bank holidays, the internal processes and jurisdiction of your bank, and the internal processes of our banks. In certain situations, Credits may be delayed in connection with Downtime.

5.4 Purchasing Credits – General

Purchases by Members of Credits corresponding to Himalaya Dollars and/or Himalaya Coins are also subject to the Himalaya Dollar Conditions and the Himalaya Coin Conditions respectively and the General Conditions and, in particular, Clause 1.6 of the General Conditions. Any Himalaya Dollar Credits and Himalaya Coin Credits purchased by Members prior to the Himalaya Exchange Trading Commencement Date will be added to the Members Account, however Members may not trade, transfer or request an exchange of such Credits prior to the Himalaya Exchange Trading Commencement Date save in respect of Private Placement Participants who may use Himalaya Dollar Credits to purchase Himalaya Coin Credits in accordance with the Himalaya Coin Conditions.

- (a) When determining the amount of the relevant Credit you wish to purchase from the Himalaya Exchange, you should be aware that you will be required to deposit funds in the Himalaya Exchange Account or transfer Supported Assets to the Himalaya Exchange's Wallet in an amount sufficient to satisfy your order (and associated fees, if any). All orders for purchase of Credits from the Himalaya Exchange must be pre-funded prior to any Credits being added to your Account.
- (b) You represent and warrant that all Supported Currency or Supported Assets, that you transfer to the Himalaya Exchange for the purchase of Credits do not represent the proceeds of any criminal, illegal or fraudulent activity. You are not allowed to deposit funds in the Himalaya Exchange Account or crypto assets in the Himalaya Exchange Wallet from a sender other than yourself. If we reasonably determine that you are not the owner of relevant funds or assets, we reserve the right to dispose of those funds or assets in accordance with applicable law and in our sole discretion, which may include returning the funds or assets to the originator.
- (c) We will make reasonable efforts to process Credit purchase transactions promptly, but we make no representations or warranties regarding the amount of time needed to complete processing.
- (d) Once a purchase of Credits has been executed the transaction may not be reversible.

- (e) We may require a minimum amount of a Supported Currency or Supported Assets for a purchase, which may be updated from time to time.

5.5 **Placing a Trade**

Prior to the placement of a trading order on the Himalaya Exchange, you will be required to review and confirm certain information regarding that order such as the type of order (buy/sell), the amount of the order, the price and, fees (if any) to be charged by the Himalaya Exchange for executing the order.

5.6 **Reversal of Trades**

Once an order has been executed and the relevant adjustments have been made to the Members' Accounts on the Himalaya Exchange ledger, the transaction may not be reversible.

5.7 **Trading Rules**

The rules and procedures applicable to trading on the Himalaya Exchange are set out in the Trading Rules, which can be accessed at the Site of the Himalaya Exchange: <https://himalaya.exchange>. Compliance with the Trading Rules is a condition to your use of the Himalaya Exchange, the Products and the Services and form an integral part of this Himalaya Exchange Agreement.

5.8 **Credit Exchanges**

- (a) Members may at any time after the Himalaya Exchange Trading Service Commencement Date, make a request to the Himalaya Exchange to exchange some or all of the Credits to their Account for a corresponding amount of the relevant Supported Asset.
- (b) Where a Member makes a request for an exchange of Credits corresponding to a Supported Asset and such exchange request is accepted by the Himalaya Exchange, the Himalaya Exchange will exchange the Credits for the corresponding Supported Asset type and transfer the relevant type of Supported Asset to which an exchanged Credit relates in an amount equal to the value of the relevant Credits (less any fees payable to the Himalaya Exchange) from the Himalaya Exchange's Wallet to the relevant wallet address provided by the Member and adjust the Himalaya Exchange ledger and Account of the Member accordingly.
- (c) Where a Member makes a request for an exchange of Himalaya Dollar Credits for U.S. Dollars and such request is accepted by the Himalaya Exchange in accordance with the terms of the Himalaya Dollar Conditions, the Himalaya Exchange will exchange such Credits and transfer of the relevant U.S. Dollar Amount (less any fees payable) to the bank account designated by, and owned by, the Member and adjust the Account of the Member accordingly.
- (d) Please note that any exchange of any Credits may be delayed as necessary to comply with applicable law and/or the Himalaya Exchange's Compliance Policies in place from time to time and its verification of customer identification and anti-money laundering procedures.
- (e) APPROVAL OF ANY REQUEST TO EXCHANGE CREDITS FOR CRYPTO ASSETS OR HIMALAYA DOLLAR CREDITS FOR U.S. DOLLARS IS IN THE SOLE DISCRETION OF THE HIMALAYA EXCHANGE. THE HIMALAYA EXCHANGE IS NOT OBLIGED TO APPROVE SUCH REQUEST AND NO REPRESENTATION, WARRANTY OR UNDERTAKING, EXPRESS OR IMPLIED, IS GIVEN BY THE HIMALAYA EXCHANGE THAT IT WILL APPROVE ANY REQUEST TO EXCHANGE CREDITS.

5.9 **Supported Crypto Assets**

- (a) A list of Supported Asset types will be made available to Members on the website of the Himalaya Exchange from time to time. The Himalaya Exchange may choose to support new crypto asset types in its sole discretion, subject to applicable law. The Himalaya Exchange will make reasonable efforts to provide prior notice to Members of any decision made to support a new crypto asset type. The decision to support a new crypto asset type will depend on a number of factors, including applicable regulatory requirements and guidance and market demand.
- (b) The Himalaya Exchange may choose to remove a crypto asset type from its list of Supported Assets at any time in its sole discretion, subject to applicable law. The Himalaya Exchange will make reasonable efforts to provide prior notice to Members of any decision made to remove a crypto asset type from its list of Supported Assets. The decision to remove a crypto asset type from its list of Supported Assets may result from a number of factors, including regulatory changes, network stability and security and reduced liquidity and trading volume.

- (c) Where the Himalaya Exchange removes a crypto asset type from its list of Supported Assets, any Credits to a Members Account in respect of that asset type will be frozen and, subject to applicable laws and regulations, the Himalaya Exchange will transfer the relevant type of crypto asset to which a Credit relates in an amount equal to the value of the relevant Credit (less any fees payable to the Himalaya Exchange) from the Himalaya Exchange's Wallet to the specific wallet address provided by the Member and debit the corresponding Credit in the Account of the Member.
- (d) Members should be aware that in the event that the Himalaya Exchange removes a crypto asset type from its list of Supported Assets and the Himalaya Exchange determines that a transfer of the relevant type of crypto asset to which a Credit relates to the wallet of a Member is unlawful, impractical or would otherwise expose the Himalaya Exchange, any other Provider or any third party to any potential legal or financial liability, the Himalaya Exchange may in its sole discretion elect not to make such transfer notwithstanding that the relevant Credits may remain frozen in the Members Account. In such circumstances, the Himalaya Exchange may, in its sole and absolute discretion elect to transfer to a Member crypto assets of a different type or fiat in an amount determined by the Himalaya Exchange in its sole and absolute discretion but it shall be under no obligation to do so. Upon the occurrence of such events and subject to applicable law, the Himalaya Exchange shall have no liability or obligation to a Member in respect of such frozen Credits save that it shall maintain in its ledger a record of such frozen Credits for the account of the Member.

6. FORKS

- 6.1 You understand, acknowledge and agree that the underlying operating rules of certain crypto assets may change from time to time in such a way as to result in more than one related version of an existing crypto asset (each instance of any such change, a "**Fork**"). If a Fork occurs, it will result in the creation of a new crypto asset (the "**New Forked Asset**") related to an existing crypto asset (the "**Prior Asset**"). As a result, we will hold an amount of the New Forked Asset proportional to our holdings of the Prior Asset. You further understand, acknowledge and agree that each Fork may materially affect the value, function, and/or name, of the original crypto asset in respect of which you have Credits to your Account and that the New Forked Asset may have minimal or no value.
- 6.2 WE HAVE NO CONTROL OVER, NOR DO WE HAVE THE ABILITY TO INFLUENCE, THE CREATION OR IMPLEMENTATION OF A FORK OR OF THE NEW FORKED ASSET. WE CAN PROVIDE NO ASSURANCES ABOUT THE SECURITY, FUNCTIONALITY OR SUPPLY OF ANY CRYPTO ASSET, INCLUDING BOTH THE NEW FORKED ASSET AND THE PRIOR ASSET. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT WE ASSUME NO LIABILITY RELATING TO ANY CHANGE IN THE VALUE OF ANY CREDITS CORRESPONDING TO A CRYPTO ASSET (WHETHER OR NOT RESULTING FROM A FORK).
- 6.3 If a Fork occurs, you understand, acknowledge and agree that we may temporarily suspend the operations of the Himalaya Exchange in relation to affected Credit types (with or without advance notice to you) while we determine, in our sole discretion, whether to support either or both of the New Forked Asset and the Prior Asset. In addition, while we will endeavour to make this determination expeditiously, we have the right to continue the suspension of the operations of the Himalaya Exchange in relation to affected Credit types for such length of time as we deem prudent in order to make such determination. You understand, acknowledge and agree that the Himalaya Exchange is unlikely to support trading in Credits corresponding to all New Forked Assets.
- 6.4 You understand, acknowledge and agree that you have no right, claim or privilege in, or with respect to, any New Forked Asset or right to receive Credits in respect of any New Forked Asset. If we do not support a New Forked Asset, we may decline any request for an exchange of Credits for the New Forked Asset; Credits corresponding to the New Forked Asset will not be available on our Platform; and you may lose any value associated with Credits corresponding to the Prior Asset as a result of any New Forked Asset. If we determine not to support a New Forked Asset, we may, in our sole discretion, approve an exchange of Credits for the New Forked Asset based on your holding of Credits corresponding to the Prior Asset at the time of the Fork, subject to the withholding and retention by us of an amount reasonably calculated to fairly compensate us for the cost of doing so. We will notify you if only if we elect to permit an exchange as described in this paragraph.
- 6.5 You understand, acknowledge and agree that if you or a third party deposits an amount of a New Forked Asset (or any other crypto asset) that the Himalaya Exchange does not support into the Himalaya Exchange Wallet, we have the right to and will account for any such unsupported crypto asset (including unsupported New Forked Assets) as belonging to us and are under no obligation to issue Credits to you in respect of such transfer. We have, and assume, no obligation or duty to return the crypto asset transmitted to the Himalaya Exchange Wallet on an unsolicited basis.

7. AIRDROPS

You understand, acknowledge and agree that in the event that a third party attempts to or does distribute (sometimes called "airdropping" or "bootstrapping") a crypto asset (whether or not Supported Asset) to crypto asset addresses, we will treat such airdropped crypto asset as we would treat all unsupported crypto assets. You further agree and understand that airdropped crypto assets do not create a relationship between us and the transferor, or sender, and/or

the related network that created the airdropped crypto asset; and, further that we are not subject to any obligation as it may relate to the transferor and/or the related network.

8. FEES

8.1 Trading Fees

An overview of our trading fees is set forth in our Fee Schedule, which can be accessed at the Site of the Himalaya Exchange: <https://himalaya.exchange> ("**Trading Fee**"). The Trading Fee is added to the purchase price for buyers and subtracted from the sale price for sellers.

8.2 Transfers to third-party wallet

Where a Member makes a request for an exchange of a Credit on their Account corresponding a Supported Asset and the transfer of such assets to a wallet outside the Himalaya Exchange and such exchange and transfer is approved by the Himalaya Exchange, the Himalaya Exchange will charge Members fees in accordance with the Fee Schedule, which can be at the Site of the Himalaya Exchange: <https://himalaya.exchange>.

8.3 Banking Fees

Transaction fees may be charged for fiat payments made into the Himalaya Exchange Account and withdrawals from the Himalaya Exchange Account (if approved by the Himalaya Exchange) to customer bank accounts. These fees (if applicable) will be deducted from the amount transferred. Any deposit and withdrawal fees are set forth in our Fee Schedule.

In addition to the fees described above, your financial institution and/or the provider of your crypto asset wallet may charge transaction and other fees related to the transfer of funds to your account or wallet.

8.4 Network Fees

Any transfer of Supported Assets from the Himalaya Exchange Wallet to your external wallet address or from your external wallet address to the Himalaya Exchange Wallet will incur a blockchain network fee. Blockchain network fees are not fees set or charged by the Himalaya Exchange but result from the verification of transactions on public blockchains and are deducted from the assets subject to the transaction. All blockchain network fees resulting from transfers from and to the Himalaya Exchange Wallet are your liability and the Himalaya Exchange shall not be liable to gross up any amount sent or received to account for such fees.

8.5 Right to Change Fees and Fee Structure

We reserve the right to change or modify our fee structure or increase any of our fees at any time and from time to time. Any such changes, modifications or increases will be effective upon posting such changes, modifications or increases on our Site or otherwise notifying these to you in accordance with the Conditions. Your first use of your Account following the posting on the Site or other notification to you of any changes to the fees will constitute your acceptance of such changes. If you do not agree to the changes, you may close your Account as provided in the Conditions.

9. MARKET MAKERS

We may engage one or more market makers (each, an "**MM**"), who may also be affiliated with us, to act as liquidity providers on the Himalaya Exchange. You understand and agree that we may provide information concerning bids and offers placed by participants on the Himalaya Exchange (including you) to such MMs prior to posting such bids and offers to the Himalaya Exchange. The MMs will have the opportunity, but not the obligation, to accept and fill such bids and offers prior to the other participants on the Himalaya Exchange (including you), should such bids be matched at lower prices and such offers be matched at higher prices (i.e., a more favourable bid or ask price) than they otherwise would have received had the originally proposed bids and offers been routed directly through the Himalaya Exchange.

SCHEDULE 6

JURISDICTION CONDITIONS

PART A

JURISDICTION CONDITIONS – GENERAL

This Schedule 6 applies to all Users and Members notwithstanding the jurisdiction in which you are located, incorporated, registered or otherwise established

NO UNITED STATES PERSONS

THE EXCHANGE IS NOT A REGISTERED EXCHANGE UNDER SECTION 6 OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934 OR AN ALTERNATIVE TRADING SYSTEM APPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") FOR THE PURPOSES OF SEC REGULATION ATS ON REQUIREMENTS FOR ALTERNATIVE TRADING SYSTEMS ("REGULATION ATS") AND IS NOT EXEMPT FROM THE REQUIREMENTS OF REGULATION ATS OR ANY OTHER APPLICABLE EXEMPTIONS REGULATING THE ESTABLISHMENT OR OPERATION OF AN EXCHANGE OR ALTERNATIVE TRADING SYSTEMS IN THE UNITED STATES OR ANY TERRITORY, POSSESSION OR AREA SUBJECT TO THE JURISDICTION OF THE UNITED STATES. NO PROVIDER OR AFFILIATE PROVIDER IS REGISTERED AS A BROKER/DEALER IN THE UNITED STATES. IN ADDITION, NO HIMALAYA PRODUCTS OR THOSE OF ANY AFFILIATE PROVIDER, INCLUDING, WITHOUT LIMITATION, THE HIMALAYA DOLLAR OR THE HIMALAYA COIN, HAVE BEEN OR WILL BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. CONSEQUENTLY, NONE OF THE PRODUCTS OR SERVICES OR THOSE OF ANY AFFILIATE PROVIDER MAY BE ACCESSED OR USED BY OR OTHERWISE OFFERED, SOLD, ASSIGNED, PLEDGED, DELIVERED OR TRANSFERRED WITHIN THE UNITED STATES OR ANY TERRITORY, POSSESSION OR AREA SUBJECT TO THE JURISDICTION OF THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF ANY U.S. PERSONS AS SUCH TERM IS DEFINED IN REGULATIONS UNDER THE SECURITIES ACT OR ANY U.S. CITIZENS (AS DEFINED IN 8 U.S.C. SUBCHAPTER III) OR ANY U.S. PERSONS (AS DEFINED IN 17 C.F.R. S230.902(K)).

People's Republic of China

Marketing or sale of cryptocurrency (or any product akin to it) is expressly prohibited in the People's Republic of China (excluding Hong Kong, Macau and Taiwan) ("PRC"). Therefore, none of the Himalaya Coin, Himalaya Coin Credits, the Himalaya Dollar, Himalaya Dollar Credits or Credits corresponding to any other type of crypto asset may be offered, sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly, in the PRC in contravention of any applicable PRC laws. You represent, acknowledge and agree that (i) you are not domiciled or located in the PRC when accessing or trading the Himalaya Coin, Himalaya Coin Credits, the Himalaya Dollar, Himalaya Dollar Credits or Credits corresponding to any other type of crypto asset; (ii) any related trading activities (including trading through the Himalaya Exchange App) must not be conducted within the PRC; and (iii) neither this document or any other related marketing materials may be copied or redistributed within the PRC for any other purpose.

Hong Kong

The contents of this document have not been reviewed or approved by the Hong Kong Securities and Futures Commission nor have they been reviewed or approved by any other regulatory authority in Hong Kong. You are advised to exercise caution and, if you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

United Arab Emirates

No offering of the Products and Services has been approved or licensed by the United Arab Emirates Central Bank, the UAE Securities and Commodities Authority ("SCA") or any other relevant licensing authorities in the United Arab Emirates ("UAE"), and accordingly does not constitute a public offer of financial products and services including securities in the UAE in accordance with the commercial companies law, Federal Law No. 2 of 2015 Concerning Commercial Companies (as amended) and SCA Resolution No. 3 R.M. of 2017 Concerning the Organization of Promotion and Introduction or otherwise. Accordingly, the international financial products and services may not be offered to the public in the UAE.

Any offering of the Products and Services is strictly private and confidential and is being issued to a limited number of customers : (a) upon their request and confirmation that they understand that the international financial products and services have not been approved or licensed by or registered with the UAE Central Bank, the SCA or any other relevant licensing authorities or governmental agencies in the UAE; and (b) must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose.

GENERAL

ACCESSING, PURCHASING OR USING THE HIMALAYA PRODUCTS AND SERVICES OR THOSE OF ANY AFFILIATE PROVIDER MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS AND USERS' ACTIVITIES MAY BE SUBJECT TO LEGAL INVESTMENT LAWS AND REGULATIONS OR REVIEW OR REGULATION BY CERTAIN AUTHORITIES. PRIOR TO ACCESSING, PURCHASING OR USING THE HIMALAYA PRODUCTS AND SERVICES OR THOSE OF ANY AFFILIATE PROVIDER YOU MUST INFORM YOURSELF OF AND OBSERVE ANY RESTRICTIONS APPLICABLE TO YOU. A FAILURE TO COMPLY WITH APPLICABLE RESTRICTIONS MAY CONSTITUTE A VIOLATION BY YOU OF THE LAWS AND REGULATIONS IN YOUR JURISDICTION.

None of the Products and Services or those of any Affiliate Provider are directed at any person or entity that resides or is located in a jurisdiction where accessing, purchasing or using any of the Products or Services or those of any Affiliate Provider would be contrary to applicable law or regulation or which would otherwise subject any Provider, Affiliate Provider or any associated or affiliated entity or any officer, director, employee or contractor of such entities to any registration, licensing or other similar requirements which as at the applicable date, it does not have.

SANCTIONS

NONE OF THE PRODUCTS OR SERVICES OR THOSE OF ANY AFFILIATE PROVIDER MAY BE ACCESSED OR USED BY OR OTHERWISE OFFERED, SOLD, ASSIGNED, PLEDGED, DELIVERED OR TRANSFERRED TO OR WITHIN AN COUNTRY SUBJECT TO ANY SANCTIONS ADMINISTERED BY THE OFFICE OF FOREIGN ASSET CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY, OR ANY ANALOGOUS SANCTIONS OR MEASURES IMPOSED BY THE U.S. DEPARTMENT OF STATE, THE AUSTRALIAN DEPARTMENT OF FOREIGN AFFAIRS AND TRADE, THE EUROPEAN UNION, THE UNITED NATIONS SECURITY COUNCIL OR HER MAJESTY'S TREASURY.

SECURITIES

No action has been taken in any country or jurisdiction by a Provider, any Affiliate Provider or any other person which would permit an offer of securities or other financial instrument however so defined under the securities or equivalent laws of any jurisdiction ("**Securities**"), or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required (a "**Restricted Jurisdiction**"). No Products which are offered or sold by any Provider or products of any Affiliate Provider including, without limitation, Himalaya Dollars and Himalaya Coins and corresponding Credits, constitute or are intended to constitute Securities. Nothing in the Conditions or any other Contractual Documentation or any other document, alert, notification, whitepaper or communication distributed or made available by any form or means constitutes an offer to sell or a solicitation of any offer to buy any Securities in a Restricted Jurisdiction. To the extent that any Product or products of any Affiliate Provider may be deemed to be a Security in a Restricted Jurisdiction, the Conditions or any other Contractual Documentation or any other document, alert, notification, whitepaper or communication could, by virtue of the laws of a Restricted Jurisdiction, be deemed to constitute an offer or sale of Securities in that Restricted Jurisdiction, then such Product or products of any Affiliate Provider or documentation is not intended for distribution or sale in the Restricted Jurisdiction and must not be distributed to or accessed by any person in that Restricted Jurisdiction and no Provider, Affiliate Provider or any other person will or is permitted to engage in any offer, sale, pledge, transfer or assignment of the Product or products of any Affiliate Provider to any person within that Restricted Jurisdiction or distribute, send or otherwise make available by any form or means any materials related thereto to any person or entity in that Restricted Jurisdiction. Each User acknowledges and agrees that the content of any aforementioned communication has not been approved or disapproved by any securities commission or regulatory authority in any jurisdiction unless otherwise explicitly stated.

PART B

JURISDICTION CONDITIONS – UNITED KINGDOM

These Jurisdiction Conditions apply to Users or Members in the United Kingdom.

Limitation of Liability

Nothing in the Conditions or the Contractual Documentation shall limit or exclude in any way our liability to you where it would be unlawful to do so. This includes liability under the Consumer Protection from Unfair Trading Regulations 2008, the Consumer Rights Act 2015 and all applicable consumer protection legislation. Nothing in the Conditions or the Contractual Documentation shall limit or exclude our liability for: (a) death or personal injury resulting from the negligence of any Provider, including its employees, agents and subcontractors; or (b) fraud or fraudulent misrepresentation; or (c) breach of your legal rights in relation to the Himalaya Products and Services; or (d) the deliberate default of any Provider, including its employees, agents and subcontractors; or (e) the wilful misconduct of any Provider, including its employees, agents and subcontractors; and the Conditions and Contractual Documentation shall be read and construed accordingly.

PART C

JURISDICTION CONDITIONS – AUSTRALIA

These Jurisdiction Conditions apply to Users or Members in Australia.

Unlicensed Providers

By using the Site, the Products, the Materials or the Services, you expressly acknowledge that none of the Providers or Affiliate Providers hold an Australian financial services licence under the *Corporations Act 2001* (Cth) in respect of the Products.

Himalaya Pay

None of the Himalaya Pay App or any related Services will be available to Users or Members in Australia and the applicable provisions of the Conditions shall be read and construed accordingly.

PART D

JURISDICTION CONDITIONS – SWITZERLAND

None of the Providers or Affiliate Providers is a supervised or regulated entity under Swiss law. None of the Providers or Affiliate Providers is regulated as a bank, a private bank, an exchange, a securities firm, a fund, a regulated financial market infrastructure, a payment system, a collective scheme investment manager or distributor, a financial intermediary, an asset manager or otherwise a financial institution and is neither authorised to act as such nor monitored by the Swiss Financial Market Supervisory Authority (“FINMA”).

Neither this document nor any other information or material relating to the Himalaya Coin / Credit Conditions, Himalaya Dollar / Credit Conditions, Himalaya Pay, Himalaya Exchange App, Himalaya Exchange Conditions or Contractual Documentation including but not limited to these Conditions, shall be deemed as a prospectus or considered to have been filed with or approved by FINMA.

Neither Himalaya Dollar / Credit nor Himalaya Coin / Credit qualify as security / asset tokens under the FINMA Guidelines for enquiries regarding the regulatory framework for initial coin offerings (ICOs) published on February 16, 2018 and under the FINMA Supplement to the guidelines for enquiries regarding the regulatory framework for initial coin offerings (ICOs) published on September 11, 2019.

The purchase of Himalaya Dollars / Credits or Himalaya Coins / Credits is not meant to be a collective investment scheme. None of the Providers or Affiliate Providers will manage your Himalaya Dollars / Credits or Himalaya Coins / Credits on your behalf and you will at all times be able to request for a settlement of your HDO Credits or Himalaya Coin Credits.

Himalaya Dollar does qualify as a stable coin under the FINMA Supplement to the guidelines for enquiries regarding the regulatory framework for initial coin offerings (ICOs) published on September 11, 2019 and Himalaya Coin does qualify as a payment token under the FINMA Guidelines for enquiries regarding the regulatory framework for initial coin offerings (ICOs) published on February 16, 2018.

Supported Assets Credits corresponding to which are tradable on the Himalaya Exchange do not include security / asset tokens under the FINMA Guidelines for enquiries regarding the regulatory framework for initial coin offerings (ICOs) published on February 16, 2018 and under the FINMA Supplement to the guidelines for enquiries regarding the regulatory framework for initial coin offerings (ICOs) published on September 11, 2019.

Himalaya Pay is limited to certain Vendors located outside Switzerland and is therefore of limited significance for the Swiss market.

If you are resident in Switzerland (“**Swiss Member**”), you are not entitled to deposit any fiat currency, payment token or stable coin, including Himalaya Dollar, with any Provider. As a Swiss User, you are solely entitled to purchase Credits through the Himalaya Exchange using fiat currencies or crypto assets, provided you strictly comply with anti-money laundering rules with respect to such crypto assets. Swiss users will be onboarded in compliance with the Federal Act on Combating Money Laundering and Terrorist Financing (RS 955.0) and its Ordinance (RS. 955.01) and, if and where applicable, the Federal Act on Financial Services (RS 950.1) and its Ordinance (950.11). In no event will Swiss Members have a claim on the Issuer of Himalaya Dollar and/or a right to, directly or indirectly, have redeemed the Himalaya Credits they purchased.

Any sale or marketing of Himalaya Coins or Credits in Switzerland will be done in compliance with the rules applicable under the Federal Act on Financial Services (RS 950.1) and its Ordinance (950.11). In Switzerland, an offering for the Himalaya Coin, the Himalaya Dollar or corresponding Credits to Swiss Members (“Offerings”) is made from abroad solely on a reverse solicitation basis and in strict accordance with the Federal Act on Financial Services (RS 950.1) and its Ordinance (950.11). The Offerings for the Himalaya Coin, the Himalaya Dollar or corresponding Credits are not and will not be subject to any supervision and/or authorisation by the FINMA and you will not benefit from protection or supervision by such authority.

The following Conditions are amended as follows with respect to Swiss Members:

- General Conditions - Clause 1.7 (Revisions to this Agreement): in the event of modification or amendment of the terms, you will be notified (either on your account or by email) about such modifications or amendments. You will have to accept them the next time you login on to your Account. Your continued use of the Products or Services shall be deemed acceptance of the then prevailing Terms.
- General Conditions - Clause 3.1 (Opening your Account; Registration Data; Compliance Policies): by opening an Account, you acknowledge that the Providers (i) disclosed clearly and completely their identity and email of the entity responsible for the Products and Services; (ii) indicated clearly the different steps to enter into an agreement with them; (iii) provided you with appropriate technical tools to allow you detect and correct typos before send your order; (iv) confirmed without any delay your order by email.
- General Conditions - Clause 5 (Unclaimed Credits): If there are Credits to your Account and there has been no activity in your Account for a period of more than five years or as otherwise prescribed by applicable law, we may be required to report this as unclaimed property in accordance with abandoned property and escheat laws.

- Clause 8 (Disclaimer of Warranty): By using the Products and Services, purchasing Credits, or using the Materials or the Services, you expressly acknowledge and agree that you are acting at your sole risk, on an execution-only basis with respect to placing orders to purchase Credits, and that your orders will be placed after having provided you with all relevant information to allow you to take the decision to place such orders.

- Clause 10 (Limitation of Liability): Nothing in these Conditions or the Contractual Documentation shall limit or exclude in any way our liability to you where it would be unlawful to do so and the Conditions and Contractual Documentation shall be read and construed accordingly. Any invalidity or restriction of the limitation of liability clause contained in the in these Conditions or the Contractual Documentation decided by a Court of competent jurisdiction shall in no event affect the validity of the rest of the Conditions or the Contractual Documentation. Provider's limitation of liability shall not be applicable to Swiss Users in the event that they can demonstrate that the damages incurred have been caused and is the direct result of a Provider's wilful act (fraud) or gross negligence.

PART F

JURISDICTION CONDITIONS – ITALY

The following applies to Users or Members in the Republic of Italy.

Vexatious Provisions

For the purposes of Section 1341 and Section 1342 of the Italian Civil Code (i.e., royal decree 16 March 1942, n. 262), the following provisions are specifically approved and accepted:

General Terms and Conditions: clauses 1.1(d) (*Terms and Conditions*), 1.7 (*Revisions to this Agreement*), 1.8 (*Amending Services and Delaying Transactions*), 1.10 (*Delegation*), 2.2 (*Disclaimer and Risk Factors*), 3.3 (*No Account Transfers; No Grant of Third Party Access*), 3.4 (*Credits*), 4.1 (*Suspension and Termination*), 4.3 (*Loss of Value on Suspension or Closure*), 4.4 (*Your Obligations on Suspension or Closure*), 8.1 (*Express Disclaimers*), 9.1 (*Indemnification*), 9.2 (*Release*), 10.1 (*Limitation of Liability*), 10.3 (*Maximum liability*), 11.2 (*Affiliated Applications*), 12.2 (*No Liability; Indemnification*), 16.2 (*Arbitration*), 16.3 (*No Waiver of Right to Arbitration*), 17 (*Right to Injunctive Relief*), and 19.2 (*Assignment and Novation*).

Himalaya Dollar Terms and Conditions: clauses 5 (*Purchasing Himalaya Dollar Credits*), 6 (*The Reserve and exchange of Himalaya Dollar Credits*); 7 (*Forks*), 8 (*Upgrades, Compliance with Laws and Time-lock Transfers*), and 9.5 (*Right to Change Fees and Fee Structure*).

Himalaya Coin Terms and Conditions: clauses 5 (*Purchasing Himalaya Coin Credits*), 6 (*Forks*), 7 (*Updates, Compliance with Laws and Time-lock Transfers*), and 8.4 (*Right to Change Fees and Fee Structure*).

Exchange Terms and Conditions: clauses 5.6 (*Reversal of Trades*), 5.8 (*Credit Exchanges*), 6.2 (*Forks*), 6.3 (*Forks*), 6.4 (*Forks*), and 8.5 (*Right to Change Fees and Fee Structure*).

PART G

JURISDICTION CONDITIONS – PEOPLE'S REPUBLIC OF CHINA

Marketing or sale of cryptocurrency (or any product akin to it) is expressly prohibited in the People's Republic of China (excluding Hong Kong, Macau and Taiwan) ("**PRC**"). Therefore, none of the Himalaya Coin, Himalaya Coin Credits, the Himalaya Dollar, Himalaya Dollar Credits or Credits corresponding to any other type of crypto asset may be offered, sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly, in the PRC in contravention of any applicable PRC laws. You represent, acknowledge and agree that (i) you are not domiciled or located in the PRC when accessing or trading the Himalaya Coin, Himalaya Coin Credits, the Himalaya Dollar, Himalaya Dollar Credits or Credits corresponding to any other type of crypto asset; (ii) any related trading activities (including trading through the Himalaya Exchange App) must not be conducted within the PRC; and (iii) neither this document or any other related marketing materials may be copied or redistributed within the PRC for any other purpose.

PART H

JURISDICTION CONDITIONS – UNITED ARAB EMIRATES

The following applies to Users or Members in the United Arab Emirates ("UAE").

The offering of the Products and Services has not been approved or licensed by the United Arab Emirates Central Bank, the UAE Securities and Commodities Authority ("SCA") or any other relevant licensing authorities in the United Arab Emirates ("UAE"), and accordingly does not constitute a public offer of financial products and services including securities in the UAE in accordance with the commercial companies law, Federal Law No. 2 of 2015 Concerning Commercial Companies (as amended) and SCA Resolution No. 3 R.M. of 2017 Concerning the Organization of Promotion and Introduction or otherwise. Accordingly, the international financial products and services may not be offered to the public in the UAE.

An offering of the Products and Services is strictly private and confidential and is being issued to a limited number of customers : (a) upon their request and confirmation that they understand that the international financial products and services have not been approved or licensed by or registered with the UAE Central Bank, the SCA or any other relevant licensing authorities or governmental agencies in the UAE; and (b) must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose.

Prospective users of any Products or Services should note the following:

- (a) the provision of Products and Services by a Provider is in the jurisdiction of the Provider and not of the User;
- (b) crypto assets, including, without limitation, the Himalaya Dollar and the Himalaya Coin are not considered securities under the laws applicable in the UAE and are not afforded any protections under such laws;
- (c) in the event that SCA does not approve the listing of a crypto asset, including, without limitation, the Himalaya Dollar and the Himalaya Coin on a crypto asset exchange in the UAE, the crypto assets are not available on any exchange in the UAE and, as a result, the crypto assets are not tradable and/or subject to restrictions on their resale in the UAE;
- (d) prospective purchasers of crypto assets, including, without limitation, the Himalaya Dollar and the Himalaya Coin and Credits should conduct their own due diligence before investing and consult a certified financial adviser if any terms of the offer of promotion documentation are not fully understood;
- (e) the nature of crypto assets may lead to an increased risk of fraud or cybercrimes;
- (f) transactions related to crypto assets may be irreversible, and, accordingly, losses resulting from fraudulent or accidental transactions may not be recoverable;
- (g) the volatility and unpredictability of the price of the crypto asset and consequently, corresponding Credits, may result in significant loss over a short period; and
- (h) investors must be willing to lose the entirety of their invested capital and accept that they may have no recourse in the event that purported rights or benefits of any crypto assets are not received, any relevant project does not proceed, or other investors in the market become unwilling to exchange fiat currency for such crypto asset. Such events may have a corresponding negative impact on corresponding Credits.

SCHEDULE 7

RISK FACTOR DISCLOSURE

Introduction

This Schedule sets out certain key risks relating to the Himalaya Products and Services provided by the Providers and the products and services provided by Affiliate Providers (collectively, the "Products" and the "Services"). For the purposes of this Risk Factor Disclosure, "Providers" is deemed to include "Affiliate Providers" or any Provider or Affiliate Provider as the context so permitted.

Purchasing, downloading, installing, accessing and/or using the Products and Services will involve risks including those described in this section. Prior to creating an Account or a Himalaya Pay Account, purchasing any Products including, without limitation Himalaya Dollar Credits or Himalaya Coin Credits, or using any Services, including downloading the Himalaya Exchange App or Himalaya Pay, you should carefully consider the following discussion of certain key risks relating to the Products and Services in conjunction with the Conditions, the Himalaya Pay Terms of Use (which will be accessible on or prior to the Himalaya Pay Service Commencement Date on the website of the Himalaya Exchange: <https://himalaya.exchange>, the Himalaya Exchange Application Terms of Use (which will be accessible on or prior to the Himalaya Exchange Application Service Commencement Date on the website of the Himalaya Exchange: <https://himalaya.exchange>), the Himalaya Dollar White Paper (which can be accessed on the website of the Himalaya Exchange: <https://himalaya.exchange>), the Himalaya Coin White Paper (which can be accessed on the website of the Himalaya Exchange: <https://himalaya.exchange>) and the related Contractual Documentation. You should be aware that the risks set forth below are only a summary of certain key risks identified by the Providers and are not exhaustive. You should consult with your own financial, legal and tax advisers about the suitability and legality of, and the risks associated with, the Products and Services based on your individual circumstances.

Terms used but not defined in this Risk Factor Disclosure have the meanings ascribed to them in the Conditions, the Himalaya Pay Terms of Use and the Himalaya Exchange Application Terms of Use. References to "we", "us" or "our" refers to one of more of the Providers as the context so permits. References to "HDOs", "HCNs" or any other asset as purchased and traded by Members on the Himalaya Exchange or credited to their Himalaya Pay Account or otherwise used by Members within the Himalaya Ecosystem refers to Credits corresponding to the relevant asset or currency type.

RISKS RELATING TO THE PRODUCTS AND SERVICES

Risks associated with the market for and uses of HDOs/HDO Credits and Himalaya Coins/Himalaya Coin Credits

No assurance can be provided that there is an active and liquid market for either HDOs/HDO Credits or Himalaya Coins/Himalaya Coin Credits and there can be no assurance that such a market will develop. To the extent a market exists or develops, there can be no assurance that it will continue in the future.

The HDOs are intended to be used within the Himalaya Ecosystem through HDO Credits, and the Providers do not intend to and there is no guarantee that the Providers will support or otherwise facilitate any secondary trading or external valuation of HDOs outside the Himalaya Ecosystem. This restricts the contemplated avenues for using HDO Credits to those available within the Himalaya Ecosystem and may limit the use of HDOs outside the Himalaya Ecosystem. Furthermore, to the extent that third-parties ascribe an external exchange value to HDOs or HDO Credits, such value may be extremely volatile and diminish to zero.

Participation in the Initial Himalaya Coin Issuance through the sale of corresponding Credits will only be available through the Himalaya Exchange to Private Placement Participants for purchase at a price of 0.10 Himalaya Dollar Credit to 1 Himalaya Coin Credit or 0.10 U.S. Dollars to 1 Himalaya Coin Credit. Members may participate in Open Offers for which they are eligible to participate in accordance with the terms applicable to such Open Offer through the purchase of corresponding Credits. The issue price in respect of subsequent issuances will be determined in accordance with the HCN Conditions. There can be no assurance that the price value of the Initial Himalaya Coin Issuance or the price value of any subsequent issuance will be maintained or increase when traded in the secondary market. The value of Himalaya Coin Credits in the secondary market will depend on market supply and demand and their value may go down as well as up. As with other cryptocurrencies, the value of Himalaya Coins, in addition to the value of Himalaya Coin Credits in the secondary market may be subject to substantial levels of volatility and their entire value may be lost. Additionally, the issue price of subsequent issues, while based on a weighted average price during a 30 day period immediately preceding the announcement of the offering may be set by the Issuer in its discretion within the range of 115 per cent to 85 per cent of the weighted average price and the Issuer has the discretion to further vary the issue price where it believes that a price does not constitute a fair market price. A subsequent issue above or below the current market price on the Himalaya Exchange at such time may materially impact the value and liquidity of Credits already held by Members.

While the Providers intend to scale and grow the Himalaya Ecosystem, including through the addition of vendors who will accept offers of Himalaya Dollar Credits and/or Himalaya Coin Credits through the Himalaya Pay arrangements, there is no guarantee that they will succeed. Additionally, there is no assurance that a person who accepts payment for goods or services through the Himalaya Pay arrangements based on the use of Himalaya Dollar Credits and/or Himalaya Coin Credits will continue to do so in the future. The ability of the Providers to establish and grow the Himalaya Ecosystem is reliant on a wide range of factors outside their control including, changing market perceptions of crypto assets in general and the introduction of new laws and regulations governing their use which may disincentivise or otherwise restrict the ability of vendors to accept payment for goods or services through the Himalaya Pay arrangements. A failure by the Providers to sufficiently grow the Himalaya Ecosystem may have a negative impact on the value, liquidity and utility of Himalaya Dollars and/or Himalaya Dollar Credits and Himalaya Coins and/or Himalaya Coin Credits.

The value of Himalaya Dollar Credits and Himalaya Coin Credits are independent from and may be significantly different to the price or value of Himalaya Dollars or Himalaya Coins. In addition, the value of Credits are independent from and may be significantly different to the price or value of corresponding Supported Assets.

Himalaya Dollars, Himalaya Coins and Credits are not legal tender or deposits

Himalaya Dollars, Himalaya Coins and Credits are not legal tender and are not backed by a central bank, government or legal entity. Additionally, they are not deposits and do not benefit from any form of deposit protection scheme and are not insured by the Issuer, the Himalaya Exchange or any other Provider. Consequently, absent private insurance by a holder, in the event of loss or loss of utility value or a failure of the Issuer, the Himalaya Exchange or another Provider by way of insolvency or otherwise, holders of Himalaya Dollar Credits and/or Himalaya Coin Credits and/or Himalaya Dollars or Himalaya Coins and/or any other type of Credit may lose their entire value.

The Products and Services will be made available to users on a phased basis

The Products and Services will be made available to users on a phased basis and not all Products and Services will be immediately available to users. Initially Private Placement Participants will be able to create an Account with the Himalaya Exchange and purchase Himalaya Dollar Credits and, following the applicable Service Commencement Date Himalaya Coin Credits (if eligible). However, until the exchange Trading Commencement Date, Private Placement Participants will be unable to sell, trade, exchange or transfer their Credits, (save in respect of Private Placement Participants who may use Himalaya Dollar Credits to purchase Himalaya Coin Credits) and prior to that date, only Private Placement Participants are eligible to apply to open an account. Additionally, until the Himalaya Exchange App Service Commencement Date and the Himalaya Pay Service Commencement Date, users will be unable to access or use the Himalaya Exchange App or the Himalaya Pay App, respectively, or related Services. This may limit the value and utility of a purchase of Himalaya Dollar and Himalaya Coin Credits until after the Service Commencement Date in respect of all Products and Services.

Himalaya Dollars and Himalaya Coins held outside the Himalaya Ecosystem are subject to a Restricted Period on transfer

Where Himalaya Dollars or Himalaya Coins are transferred from any Ethereum address to another Ethereum address, they will be locked for a period of 366 days in the recipient's address and the recipient will be unable to transfer such Himalaya Dollars or Himalaya Coins until the expiry of the 366 day Restricted Period unless the address has been registered with the Issuer or another entity authorised to conduct such registration. An address may only be accepted for registration at the discretion of the Issuer or an authorised third party on it being determined that such registration and subsequent transfer will not breach applicable laws. The application of the Restricted Period may have a material adverse impact on the value and utility of HDOs and/or HCNs and/or on HDO/HCN Credits.

Unregulated Products

In certain jurisdictions crypto assets and corresponding Credits are unregulated products. This means that, when you invest in crypto assets or purchase Credits in these jurisdictions, losses incurred due to crypto asset or Credit trading will not be eligible for government compensation which might be applicable to regulated investment products. HCN, HDO and Credits are not currently and are not intended to constitute regulated products in the jurisdictions in which they are offered or otherwise made available.

The restriction on use of Credits in the Himalaya Ecosystem may limit their value and utility

The operation of the Himalaya Exchange, the Himalaya Ecosystem and associated applications and infrastructure are facilitated through the use of "Credits". Credits within the system correspond to a particular type of crypto asset. Members may purchase HDO or HCN Credits where they are eligible from the Himalaya Exchange by depositing a Supported Currency into the Himalaya Exchange Account or, in the case of HCN Credits, with HDO Credits, and may purchase Credits corresponding to a particular type of crypto asset by transferring the corresponding Supported Assets to the Himalaya Exchange Wallet. The transfer of crypto assets to the Himalaya Exchange Wallet to purchase corresponding Credits will constitute an outright transfer of legal and beneficial ownership of the relevant crypto assets from you to the Himalaya Exchange and your rights thereafter will be solely in respect of the corresponding Credits added to your Account against such outright transfer or any Credits for which you subsequently trade such Credits. The transfer of fiat currency to the Himalaya Exchange Account to purchase Credits constitutes a purchase by you of such Credits and your rights thereafter will be solely in respect of the Credits or any Credits for which you subsequently trade such Credits.

Credits can only be used on the Himalaya Exchange or within the Himalaya Ecosystem, represent a right to participate in trading on the Himalaya Exchange and are not automatically exchangeable for fiat currency or crypto assets. A Member may request to exchange Credits from their Account and receive a transfer of corresponding crypto assets or, in respect of Himalaya Dollar Credits, fiat currency to their external wallet address or bank account, but the Himalaya Exchange is not obliged to agree to or fulfil any such requests. Should the Himalaya Exchange refuse a request to exchange Credits, a Members sole right remains to use the Credits on the Himalaya Exchange or within the Himalaya Ecosystem.

The ERC-1404 smart contract of Himalaya Dollars and Himalaya Coins are subject to amendment

The ERC-1404 smart contract in respect of Himalaya Dollars or Himalaya Coins may be amended from time to time at the discretion of the relevant Issuer to implement restrictions which the Issuer considers necessary to avoid breaches of existing or new laws or regulations or otherwise protect their value, integrity and stability. Such changes may include, without limitation, locks on transfers to wallets of residents located in or citizens of certain jurisdictions for specified periods or at all. In addition, amending the ERC-1404 smart contract may require the Himalaya Dollars or Himalaya Coins be frozen for a period of time during

which holders will be unable to use or transfer Himalaya Dollars or Himalaya Coins between external Ethereum addresses. Such changes or freezes may materially adversely impact the value, transferability and/or utility of Himalaya Dollars or Himalaya Coins and/or the value of or market for Himalaya Dollar or Himalaya Coin Credits within the Himalaya Ecosystem.

Investors should be aware that the Issuer may impose restrictions by amending the ERC-1404 smart contract of Himalaya Coins and/or Himalaya Dollars at any time. Prospective purchasers of Himalaya Dollar or Himalaya Coin Credits should carefully consider the possible impact of such restrictions when making any investment decision.

The application of distributed ledger technology is novel and may contain inherent flaws or limitations

Various elements of the Products and Services utilise distributed ledger or "blockchain" technology. Himalaya Dollars and Himalaya Coins are ERC-1404 tokens designed to be used on the Ethereum blockchain. The Himalaya Pay App and related Services plan to upgrade its infrastructure to a hybrid blockchain technology combining Ethereum and Quorum blockchains. Blockchain is an emerging technology that offers new capabilities which are not fully proven in use. As with other new software products, the computer code underpinning the Ethereum and Quorum blockchains may contain errors, or function in unexpected ways. Insufficient testing of smart contract code, as well as the use of external code libraries, may cause the software to break or function incorrectly. Any error or unexpected functionality may result in a reduced level of utility which may cause *inter alia* a reduction in liquidity on the Himalaya Exchange and a decline in value of the Himalaya Dollars and/or Himalaya Coins and/or Himalaya Dollar Credits or Himalaya Coin Credits or other assets.

If we discover errors or unexpected functionalities in the Himalaya Dollar or Himalaya Coin smart contract after it has been deployed, we may make a determination that the Himalaya Dollar or Himalaya Coin smart contract is defective and that its use should be discontinued. Although in such circumstances, we may replace the Himalaya Dollars or Himalaya Coins with a new token using a new smart contract, we may be required to take certain measures, that may disrupt their use. Such a determination and our subsequent deployment of a new smart contract and replacement token could have a material effect of the value and utility of any Himalaya Dollars and/or Himalaya Coins and/or Himalaya Dollar Credits or Himalaya Coin Credits.

Additionally, the creation and operation of digital platforms for the trading of digital assets is subject to potential technical, legal and regulatory constraints. No Provider gives any warranty that the process for receiving, use and ownership of Credits on the Himalaya Exchange or of Himalaya Dollars and Himalaya Coins - outside the Himalaya Ecosystem will be uninterrupted or error-free and there is an inherent risk that the software, network, blockchain assets and related technologies and theories could contain undiscovered technical flaws or weaknesses, the cryptographic security measures that authenticate transactions and the distributed ledger could be compromised, and breakdowns and trading halts could cause the partial or complete inability to use or loss of Credits on the Himalaya Exchange or blockchain assets held by users outside the Himalaya Ecosystem.

Risks related to the open-source nature of Ethereum and Quorum blockchain technology

While certain of our Products and Services utilise Ethereum and/or Quorum combined with additional security procedures, the blockchain technology is open-source. Because of the nature of open-source software, it may be easier for third parties not affiliated with the Providers to introduce weaknesses or bugs into the core infrastructure elements of the blockchain network. This could result in the corruption of the open-source code which may result in the loss or theft of blockchain assets.

Our network may be the target of malicious attacks seeking to identify and exploit weaknesses in the software. Such events may result in a loss of trust in the security and operation of our network and consequently, a decline in user activity which could have a negative impact on liquidity on the Himalaya Exchange, the utility of our Products and Services and the value of Himalaya Dollars and Himalaya Coins and/or Himalaya Dollar Credits or Himalaya Coin Credits.

Risks associated with Quorum blockchain technology

Following the initial launch, Himalaya Pay intends to upgrade its infrastructure to a hybrid platform combining the Ethereum and Quorum blockchain technology. While Ethereum is a pseudo-anonymous network, Quorum, a fork of Ethereum, uses permission based blockchain technology which runs on a private network and utilises peer-to-peer encrypted messaging resulting in enhanced security and reduced costs through the elimination of mining blocks. Quorum blockchain technology is not proprietary technology of the Providers and is owned by a third party. Consequently, the Providers are reliant on third parties to resolve issues relating to malfunctions and breakdowns and to continue with the provision and maintenance of the Quorum blockchain. Any failure by third parties to resolve malfunctions and breakdowns or their ceasing to provide Quorum and related services may severely impact the ability of the Himalaya Pay to continue to support the related Services which may materially and adversely affect liquidity on the Himalaya Exchange, the utility of our Products and Services and the value of Himalaya Dollar Credits and Himalaya Coin Credits. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the Products and Services, including the utility of Himalaya Dollar Credits and Himalaya Coin Credits for making purchases using Himalaya Pay, by rendering ineffective the cryptographic consensus mechanism that underpins the technology.

Risk of loss through user error

While our systems employ high standards of cybersecurity, a failure by users to properly secure login information associated with a user's Account resulting in any third party gaining access to the Account, may result in a misappropriation of a holders Credits. Any errors or malfunctions caused by or otherwise related to a user's Account, including a user's own failure to properly maintain or use such Account may also result in the loss of their Credits held in their Account.

The Reserve created in conjunction with the sale of HDO Credits is the property of the HDO Issuer

While the HDO Issuer intends to create the Reserve which it may elect to use to provide a secondary level of liquidity support for the HDO Credits if it deems necessary, neither HDOs or HDO Credits are backed by way of security or otherwise by the assets

in the Reserve and neither HDOs or HDO Credit holders have any rights or interests in those assets. The provision of any liquidity support by the Issuer is at the sole discretion of the Issuer and the Issuer has no obligation to provide any form of liquidity support.

The Reserve may be used for the discretionary provision of a secondary level of liquidity support for the HDO Credits and is not currently intended to be used to support market liquidity for Himalaya Coins, Himalaya Coin Credits or HDOs outside the Himalaya Ecosystem or any other type of Credit traded on the Himalaya Exchange. As such, the purchase of Himalaya Coin Credits or the transfer or purchase of HDOs outside the Himalaya Ecosystem is inherently subject to a higher level of risk, including volatility in market value and liquidity.

The Himalaya Exchange is under no obligation to approve a request from a Member to exchange HDO Credits for U.S. Dollars from the Reserve and such approval is at the sole discretion of the Himalaya Exchange. Members do not have any direct or indirect claim on HDO Issuer or the Reserve.

The Providers may modify the Conditions and Contractual Documentation

From time to time (subject to the provisions of applicable law), the Providers may amend the Conditions, the Himalaya Pay Terms of Use, the Himalaya Exchange Application Terms of Use and any other Contractual Documentation in their sole and absolute discretion and by continuing to use the Products and Services, users are deemed to agree and consent to such modifications. Any change to the Conditions, the Himalaya Pay Terms of Use, the Himalaya Exchange Application Terms of Use or any other Contractual Documentation may adversely impact users and may impact users in some jurisdictions in disproportionate ways. The sole right of users who do not wish to be bound by such amendments is to close their Account and their Himalaya Pay Account and cease using the Products and Services.

The Conditions governing the Products and Services include venue and jurisdiction provisions to which users are required to consent

The Conditions governing the purchase, accessing and use of the Products and Services are governed by the laws of England and Wales and disputes are subject to resolution by arbitration under the Arbitration Rules of the London Court of International Arbitration and seat of the arbitration is London, England or, at the election of the Provider, the courts of England.

By purchasing, accessing or using any of the Products or Services, users are irrevocably consenting to these limitations and provisions regarding claims, suits, actions or proceedings and submitting to the jurisdiction of London Court of International Arbitration or, the courts of England. If a dispute were to arise between a user and a Provider or their officers, directors or employees, the user may be required to travel to London in order to pursue legal remedies and participate in any proceedings which may be an inconvenient or distant location. In addition, the choice of forum provision may limit a user's ability to bring a claim in a judicial or arbitral forum that they find favourable for disputes with us. These provisions may have the effect of discouraging the pursuit of disputes by users.

The Conditions, the Himalaya Pay Terms of Use and the Himalaya Exchange Application Terms of Use also include a provision (subject to the terms of any applicable Jurisdiction Conditions) limiting a Providers liability, to the maximum extent permitted by applicable law, for any losses a user may incur. By purchasing, accessing or using any of the Products and Services, users are agreeing to this limitation of liability which could reduce their ability to recover damages from us if we act in a manner that causes users to incur losses.

The use of certain Products or Services may be restricted in some jurisdictions

The use of certain Products or Services may be restricted in some jurisdictions due to licencing or other requirements. For example, the Himalaya Pay App and related Services will not initially be available to users located in Australia or Hong Kong. The inability to use certain Products and Services in specified jurisdictions may limit the utility and value of the other Products and Services to affected users.

RISKS RELATING TO THE ISSUERS, THE EXCHANGE AND SERVICE PROVIDERS

Operating history of the Issuers and the Himalaya Exchange

Each Issuer, the operator of the Himalaya Exchange and the Provider of the Himalaya Exchange App and Himalaya Pay are newly formed entities with no operating history

Each of the Issuer of the Himalaya Dollar, the Issuer of the Himalaya Coin, the owner and operator of the Himalaya Exchange and the owner and provider of each of Himalaya Pay and the Himalaya Exchange App are newly established companies with limited liability and were incorporated under the laws of the British Virgin Islands. Due to their limited period of existence, none of the Providers has an operating history and therefore, prospective users of the Himalaya Exchange or the applications or prospective purchasers of Himalaya Dollar or Himalaya Coin Credits have no basis on which to evaluate their ability to achieve their objectives adding to the commercial risks.

Risks related to the business activities of and industry in which the Providers operate

Competition in the markets in which we operate may adversely affect us, the Products and Services

We expect to encounter competition in all aspects of our business, including from entities offering a wide range of products and services and in some cases, operating under different and possibly less stringent regulatory regimes.

We will face competition from other exchanges and issuers of digital assets; technology firms, including electronic trading system developers, and others. New entrants may enter the market with alternative methods of providing trade execution and related services, and existing competitors may launch new initiatives.

Our ability to develop competitive advantages will require continued enhancements to our Products and Services, investment in the development of our Products and Services, additional marketing activities and enhanced customer support services. There can be no assurance that we will have resources to make sufficient investments in the development of our Products and Services, that our competitors will not devote significantly more resources to competing services or that we will otherwise be successful in developing market share. If competitors offer superior products or services, this may negatively impact our business and operations and consequently, the utility of our Products and Services, market liquidity on the Himalaya Exchange, the value of Himalaya Dollar Credits and Himalaya Coin Credits and ultimately our ability to continue to provide and support our Products and Services.

Failure to keep up with rapid changes in industry-leading technology, products and services could negatively impact our operations

The crypto asset industry is subject to rapid technological change and evolving industry standards. User demands become greater and more sophisticated as the dissemination of products and information to customers increases. If we are unable to anticipate and respond to the demand for new services, products and technologies, innovate in a timely and cost-effective manner and adapt to technological advancements and changing standards, we may be unable to compete effectively, which could have a material adverse effect on the utility of our Products and Services, market liquidity on the Himalaya Exchange and the value of Himalaya Dollar Credits and Himalaya Coin Credits as users move to alternative products. Moreover, the development of technology-based services is a complex and time-consuming process. New products and enhancements to existing products can require long development and testing periods. Significant delays in new product releases, failure to meet key deadlines, or significant problems in creating new products could negatively impact our operations and, consequently, the market for and adoption and use of our Products and Services and the value and utility of our Products and Services to existing users.

Blockchain is a relatively new and rapidly evolving technology and current use in the retail and commercial sectors is limited

The development of blockchain networks is a new and rapidly evolving industry that is subject to a high degree of uncertainty. Factors affecting the further development of the blockchain industry include:

- continued worldwide growth in the adoption and use of blockchain networks and crypto assets;
- the maintenance and development of the open-source software protocol of blockchain networks;
- changes in consumer demographics and public tastes and preferences;
- the popularity or acceptance of blockchain networks such as Ethereum;
- the availability and popularity of other forms or methods of buying and selling goods and services, including new means of using fiat currencies;
- government and quasi-government regulation of blockchain networks and crypto assets, including any restrictions on access, operation and use of blockchain networks and crypto assets; and
- the general economic environment and conditions relating to blockchain networks and crypto assets.

A negative trend in any of the above factors could have a material adverse impact on our business and our operations. In particular, our operations, Products and Services rely on blockchain technology. If investments in the blockchain industry or use of blockchain based assets become less attractive to consumers, or if blockchain networks and assets do not gain public acceptance or are not adopted and used by a substantial number of individuals, companies and other entities, it could have a material adverse impact on our business and our operations and consequently on the market, value and utility of Himalaya Dollars, the Himalaya Coins and/or Himalaya Dollar or Himalaya Coin Credits, the utility of and liquidity on the Himalaya Exchange and the attractiveness of our Products and Services generally. The occurrence of such events may ultimately impact our ability to continue to provide and support our Products and Services.

Internal control, operations and reputational risk

Operational risk events may adversely affect the Providers

Operational risk is the risk of loss and/or non-compliance with laws resulting from inadequate or failed internal processes, people and systems or from external events. This definition includes legal risk, and the risk of reputational loss or damage arising from inadequate or failed internal processes, people, and/or systems, but excludes strategic risk.

Operational risk events include:

- internal fraud (for example, involving employees or contractors);
- external fraud;
- impacts on clients, products and business practices (for example, misuse of customer data or anti-competitive behavior);
- business disruption (including systems failures); and
- execution, delivery and process management (for example, processing errors or data management failures).

The occurrence of operational risk events may result in fines, penalties, loss or theft of funds or assets, legal costs, payment of compensation, reputation loss and loss of property and/or information. The occurrence of all or any one of these events may adversely impact the reputation of the Issuers, the Himalaya Exchange and the other Providers and our ability to ensure our

Products and Services are supported on an on-going basis by the required infrastructure in addition to adversely affecting the desirability of our Products and Services which may result *inter alia* in reduced market liquidity on the Himalaya Exchange, a fall in the value of Himalaya Dollar Credits and Himalaya Coin Credits and a decline in the number of Vendors accepting payment through Himalaya Pay.

Reputational risk events as well as operational failures and regulatory compliance failures may give rise to reputational risk, which may adversely affect the Providers

Reputational risk may arise as a result of an external event or the actions of an Issuer, the Himalaya Exchange or the other Providers, which include operational and regulatory compliance failures. The occurrence of such events may adversely affect perceptions about the Providers held by the public and regulators.

Certain operational and regulatory compliance failures may give rise to reputational risk. Such operational and regulatory compliance failures include, but are not limited to:

- failures related to fulfilment of identification obligations;
- failures related to non-compliance with laws or regulations;
- failures related to technology used by the Providers required to support the Products and Services;
- failures related to the employment and retention of staff with the necessary skills required by the Providers;
- cyberattacks, or security breaches;
- competition from other companies;
- litigation risk and regulatory liability;
- operational risk such as misconduct by employees of the Providers;
- failure by third party service providers to provide the services required to support the Products and Services;
- negative publicity; and
- network system failures or capacity restraints.

Damage to the reputation of the Providers may have wide-ranging impacts, including adversely affecting the desirability of our Products and Services, the value of Himalaya Dollar Credits and Himalaya Coin Credits and their acceptance by Vendors in the Himalaya Ecosystem and market liquidity on the Himalaya Exchange.

Disruption of information technology systems or failure to successfully implement new technology systems could significantly interrupt the operations of the Providers

The Issuers, the Himalaya Exchange and the other Providers are highly dependent on information technology systems and infrastructure necessary to support the use and functionality of the Products and Services. Therefore, there is a risk that disruption of information technology systems, including of the Himalaya Exchange, the Himalaya Exchange App and Himalaya Pay and upon which the full functionality of our Products and Services is dependent, would result in a reduction of functionality of our Products and Services.

Threats to information technology systems are continuously evolving and cyber threats and the risk of attacks are increasing. Such attacks can range from simple attacks up to state owned attacks, which are generally much more sophisticated. Neither the Issuers, the Himalaya Exchange or any other Provider nor third party providers upon which they rely, may be able to anticipate or implement effective measures to prevent or minimise disruptions caused by cyber threats due to the techniques used being highly sophisticated and those perpetuating the attacks being well-resourced. The occurrence of such events may adversely impact the reputation of the Issuers, the Himalaya Exchange and the other Providers and the ability to ensure that the Products and Services are supported on an on-going basis by the required infrastructure in addition to adversely impacting the utility of and market liquidity on the Himalaya Exchange and the value and utility of Himalaya Dollar Credits and Himalaya Coin Credits.

Risks associated with information security including cyber-attacks, may adversely affect the Issuer, the Himalaya Exchange and the other Providers

The primary focus of information security is to protect information and technology systems from disruptions to confidentiality, integrity or availability. The Providers depend on certain IT infrastructure. The Providers handle a considerable amount of personal and confidential information about their customers across multiple geographies. Any failure of security controls operated by or on behalf of the Providers could adversely affect their business, operations and reputation. The Providers are conscious that cyber threats, such as advanced persistent threats, distributed denial of service, malware and ransomware, are continuously evolving, becoming more sophisticated and increasing in volume.

Any failure in the cybersecurity policies, procedures or controls of the Providers, may result in major business disruption, an inability to deliver services, or loss of data or other sensitive information (including as a result of an outage) and may cause associated reputational damage. Any of these events could result in significant financial losses (including costs relating to notification of, or compensation for customers), regulatory investigations or sanctions, and thus may materially adversely affect the Providers and, as a result, the value and utility of the Products and Services.

The Providers may be subject to cyberattacks and security breaches leading to the loss of Supported Assets

While the Providers intend to hold a portion of crypto assets corresponding to Credits traded on the Himalaya Exchange or credited to Himalaya Pay Accounts in offline wallet systems (cold storage) as well as with reputable liquidity providers and crypto custodians, the Provider's systems, may be subject to cyberattacks, security risks and risks of security breaches. An attack on or a breach of security could result in a loss, theft or lack of access to their crypto assets for an extended period of time. Should the

Providers be subject to a security breach leading to the theft of crypto assets or loss of access to the crypto assets, the Himalaya Exchange may be unable to complete an exchange of Credits for the corresponding crypto assets at the request of a Member quickly or at all. The occurrence of such events may materially and adversely impact the value, liquidity and utility of Credits and may result in a total loss of value of a Members Credits.

The interests of the Providers may conflict with the interests of users

The business interests of each Provider may differ from the interests of users of the Products and Services. The directors of each of the Providers will have no fiduciary obligations to act in the interests of users and they may take actions in the best interests of their respective companies which may not be fully aligned with the interests of users. Such actions may negatively impact the value, liquidity and utility of the Products and Services.

Legal and Regulatory Risk

Regulatory changes or a failure to comply with laws, regulations or policies may adversely affect the Issuer, the Himalaya Exchange and the other Providers

Regulatory regimes governing crypto assets and crypto asset providers are currently undeveloped and likely to evolve rapidly. Each Provider is incorporated in the British Virgin Islands and is not currently required by BVI law to be licenced to issue Himalaya Dollars or Himalaya Coins or sell corresponding Credits or to operate the Himalaya Exchange or to provide the associated Products and Services.

Regulators such as the UK Financial Conduct Authority, the New Zealand Financial Markets Authority and the Australian Securities and Investments Commission have all recently issued or updated regulatory guidance on the treatment and legal status of crypto assets. In addition, various legislative and regulatory bodies in a wide range of jurisdictions, including the European Union and the United States, have indicated their intention to adopt legislation to regulate the sale and use of blockchain assets. Such legislation may vary significantly among jurisdictions, which may subject participants in the blockchain trading marketplace to different and perhaps contradictory requirements.

Legislative and regulatory authorities in the BVI and in other countries where the Providers intend to make available the Products and Services may, in the future, adopt laws, regulations, guidance, or take other actions, which may severely impact the purchase and use of the Products and Services including the Himalaya Dollars and Himalaya Coins and corresponding Credits and their adoption and/or utility or otherwise restrict the ability of the Himalaya Exchange to provide access to its platform or prohibit or restrict the use of Himalaya Pay, the Himalaya Exchange App or other associated Products and Services in any jurisdiction. Failure by an Issuer, the Himalaya Exchange or the other Providers to comply with any laws, rules and regulations, some of which may not exist yet or which are subject to interpretation and may be subject to change, could adversely affect an Issuer, the Himalaya Exchange, the other Providers in a material and negative way which, in turn, may negatively impact the value, liquidity and/or utility of the Himalaya Exchange, Himalaya Dollar Credits and Himalaya Coin Credits and other Products and Services offered by the Providers in addition to Himalaya Dollars and Himalaya Coins held outside the Himalaya Ecosystem.

While the Providers intend to operate in accordance with all applicable laws and regulations, legislative and regulatory changes or actions, both domestically and internationally, may require an Issuer, the Himalaya Exchange or other Providers to obtain licences or registrations or otherwise alter the manner in which Products or Services are provided in order to meet the requirements of these regulatory authorities. The Issuers, the Himalaya Exchange and other Providers may fail to qualify for such licences or registrations or the alterations required to their models of operations may be impractical or unduly burdensome. Neither the Issuers, the Himalaya Exchange or any other Provider undertakes or otherwise guarantees that it will take any or all required actions necessary to comply with applicable legislative and regulatory changes. A failure by any entity to take necessary actions or a failure to qualify for applicable licences or registrations may have a material adverse impact on the value and liquidity of the Himalaya Dollars and the Himalaya Coins and/or corresponding Credits, the ability to access the Himalaya Exchange and related Products or Services and may negatively impact the structure, rights and transferability of the Credits traded on the Himalaya Exchange, including the Himalaya Dollar Credits and the Himalaya Coin Credits, or may ultimately result in the withdrawal of access to some or all of the Products or Services or material amendments to the Himalaya Dollar and/or Himalaya Dollar smart contract.

Litigation and contingent liabilities may adversely affect the Providers

From time to time, the Issuers, the Himalaya Exchange and the other Providers may be subject to material litigation, regulatory actions, legal or arbitration proceedings and other contingent liabilities that may adversely affect the Issuers, the Himalaya Exchange, the other Providers and consequently, the Products and Services.

These risks include, among others, potential liability from disputes over the terms applicable to the purchase and use of Himalaya Dollars and Himalaya Coins and corresponding Credits and related infrastructure, disputes over a trade, claims that a system failure or delay caused monetary losses to a user, claims regarding unauthorised transactions, claims that an Issuer, the Himalaya Exchange or the other Providers provided materially false or misleading statements in connection with the Products or Services or alleging a failure to effectively fulfil regulatory oversight responsibilities.

Additionally, regulators in any jurisdiction may subsequently determine that the Himalaya Dollars or Himalaya Coins and/or corresponding Credits or Credits relating to other assets traded on the Himalaya Exchange constitute securities or other regulated financial instruments under applicable securities laws. Such a determination could result in liability for breach of such laws, including through a determination that an Issuer, the Himalaya Exchange or another Provider acted or is acting as an underwriter or broker dealer or performed or is performing another function regulated by the securities or other laws of that jurisdiction. Such a determination may expose an Issuer, the Himalaya Exchange and/or another Provider to legal liability and the imposition of

regulatory sanctions and result in the de-listing of Credits on the Himalaya Exchange or de-listing of Himalaya Dollars and Himalaya Coins from or result in negative actions by, other exchanges.

The occurrence of any of the above events could result in significant legal expenses defending claims, even those without merit. In addition, an adverse resolution of any future lawsuit or claim could have a material adverse effect on the reputation of an Issuer, the Himalaya Exchange and the other Providers. To the extent a determination is made regarding a failure to fulfil regulatory obligations, an Issuer, the Himalaya Exchange or the other Providers could lose any applicable authorisations or licenses or become subject to conditions that could make future operations more costly and/or result in a cessation of support infrastructure for any or all of the Products or Services in one or more jurisdictions.

Significant fines and sanctions in the event of breaches of law or regulation relating to anti-money laundering, counter-terrorism financing and sanctions may adversely affect the Providers

Anti-money laundering ("AML"), counter-terrorism financing ("CTF") and sanctions compliance have been the subject of significant regulatory change and enforcement in recent years. The increasingly complicated international environment has heightened these operational and compliance risks. Furthermore, the increased transparency of the outcomes of compliance breaches both domestically and internationally and the related fines and settlement sums mean that these risks could have a material impact on an Issuer, the Himalaya Exchange and the other Providers.

The risk of non-compliance with AML/CTF and sanction laws remains high given the scale and complexity of international requirements as well as increasingly complex remittance arrangements which may limit the ability to track the movement of funds, develop relevant transaction monitoring, and meet applicable reporting obligations. Additionally, the complexity of the technology underlying the Products and Services and related infrastructure, and the increasing frequency of changes to systems that play a role in AML/CTF and sanctions compliance creates a risk of inadvertently failing to identify an impact on the systems and controls in place. A failure by the Providers to operate a robust system to combat money laundering, terrorism financing, and other serious crimes may have serious financial, legal and reputational consequences for an Issuer, the Himalaya Exchange and the other Providers.

Consequences can include fines, criminal and civil penalties, civil claims, reputational harm and limitations on doing business in certain jurisdictions. These consequences, individually or collectively may adversely affect an Issuer, the Himalaya Exchange and other Providers in a range of ways including impacting the ability of the Providers to continue operating or providing the Products, Services and/or infrastructure necessary to support their continued use.

The extent to which blockchain assets are used to fund criminal or terrorist enterprises or launder the proceeds of illegal activities could materially impact our business

The potential, or perceived potential, for anonymity in transfers of digital assets, as well as the decentralised nature of blockchain networks, has led some terrorist groups and other criminals to solicit digital assets for capital raising purposes. As blockchain assets have grown in both popularity and market size, regulatory agencies have been examining the operations of blockchain assets, their users and exchanges, concerning the use of blockchain assets for the purpose of laundering the proceeds of illegal activities or funding criminal or terrorist enterprises.

In addition to the current market, new blockchain networks or similar technologies may be developed to provide more anonymity and less traceability. There is also the potential that other blockchain asset trading platforms may court such illicit activity by not adhering to KYC and AML practices.

The Issuers, the Himalaya Exchange and/or the other Providers may not be able to prevent illegal activity from occurring using Himalaya Dollars, Himalaya Coins and corresponding Credits or other Credits and the Himalaya Exchange may be unable to detect the unauthorised use of a KYC/AML vetted account on its platform. Further, it may not be possible to verify whether private keys for wallets containing crypto assets have been transferred to third parties who have not completed our KYC/AML process. Although we plan to implement procedures that will ensure compliance with KYC/AML obligations, this may not be sufficient to deter or identify illegal activity.

The use of blockchain assets for illegal purposes, or the perception of such use, on the Himalaya Exchange or on other trading platforms, could result in significant legal and financial exposure, damage to reputation, damage to the reputation of blockchain assets and a loss of confidence in the Products and Services, including Himalaya Dollars, Himalaya Coins and corresponding Credits, the Himalaya Exchange and related infrastructure. The occurrence of such events may have a material adverse impact on our business, operations and the value, liquidity and/or utility of the Products and Services.

Taxation

The tax characterisation of crypto assets may vary between jurisdictions and users must seek their own tax advice in connection the purchase and use of such assets

Due to the new and evolving nature of digital and blockchain assets, the treatment of Credits corresponding to crypto assets of the types available on the Himalaya Exchange for taxation purposes may be uncertain and may vary between jurisdictions. Neither the Issuers, the Himalaya Exchange or any other Provider expresses any opinion or gives any advice on the tax consequences resulting from the purchase or use of any Credits or crypto assets including the Himalaya Dollars and Himalaya Coins and no ruling will be requested from any revenue or other authority having the power to tax in any jurisdiction. Prior to purchasing or trading any type of crypto asset Credit on or through the Himalaya Exchange or seeking a transfer of any crypto-asset off-exchange, you must seek your own tax advice in connection with the consequences of purchasing, trading or transferring such Credits or crypto assets and determine and assess any potential adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.

