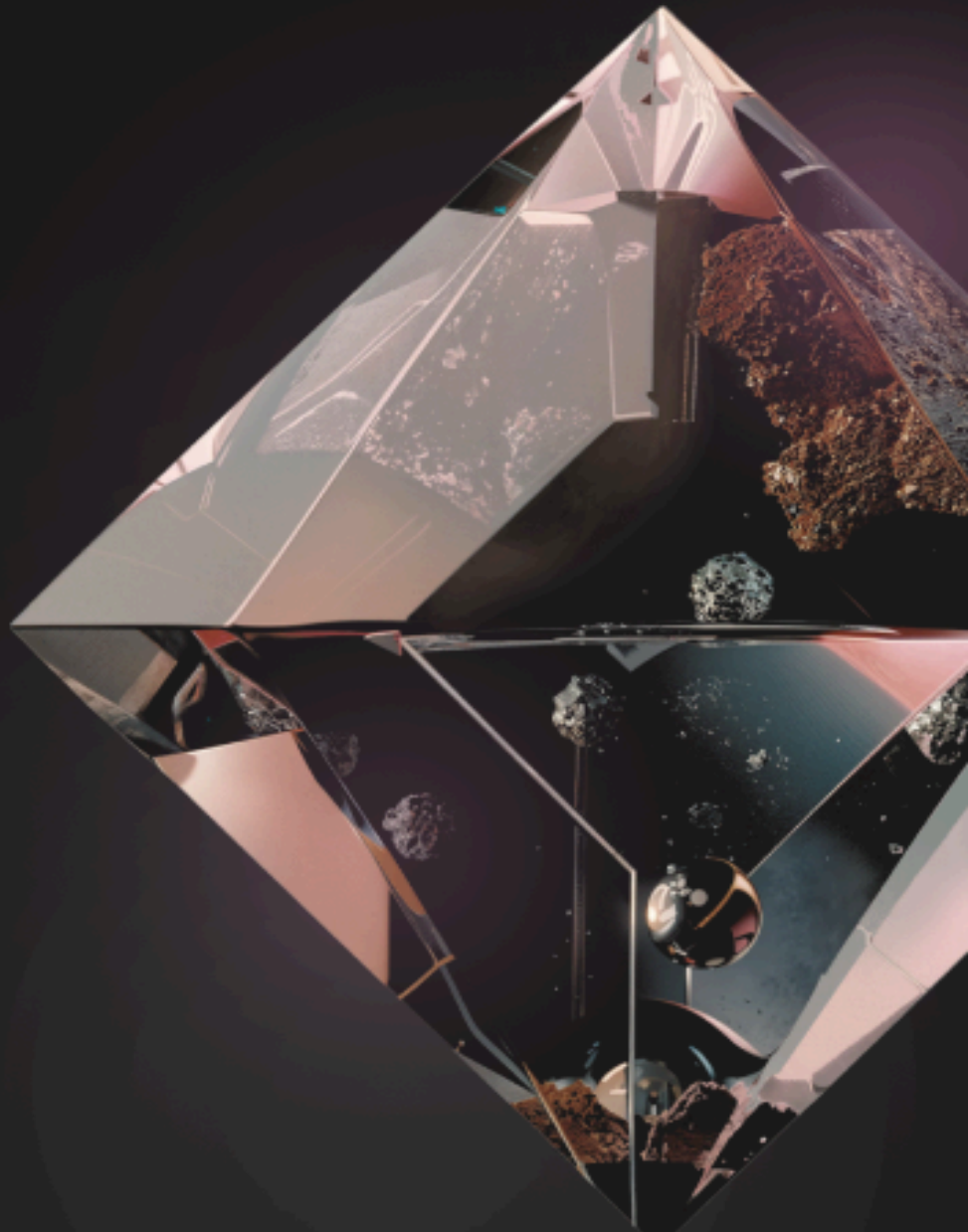


MANTRA

Terms of Service

UPDATED JUNE 2024



Terms of Service

Welcome to MANTRA Finance, a website-hosted user interface (the “**Site**”) that we provide to allow our users to access the various products, services and information that comprise MANTRA Finance. Through this interface, we provide decentralized financial services and develop applications that connect people to digital assets and DeFi services. MANTRA Finance means MANTRA Finance FZE, a company incorporated under the laws of the Emirate of Dubai, with business address at The Offices 4 at One Central, Dubai World Trade Centre - Sheikh Zayed Rd - Trade Centre - Trade Centre 2 - Dubai - United Arab Emirates. When in this Agreement we use terms like “you”, “your” “the user” or “the client”, we refer to you as the person that enters into this Agreement with us by confirming your acceptance of this Agreement when you click “accept” when reviewing this Agreement. MANTRA Finance is a wholly owned subsidiary of MANTRA Tech Limited, whose registered address is at Unit 8, 3/F., Qwomar Trading Complex, Blackburne Road, Port Purcell, Road Town, Tortola, British Virgin Islands, VG1110. Other than MANTRA Finance, there are no other material operating subsidiaries in the MANTRA Tech Group.

Introduction

These paragraphs constitute a “Terms of Service Agreement” (the “**Agreement**”) between you and MANTRA Finance. This Agreement explains the terms and conditions by which you may access and use the Site. You must read this Agreement carefully. By accessing or using the Site, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety as well as our Privacy Policy. If you do not agree, you are not authorized to access or use the Site and should not use the Site.

NOTICE: Please read this Agreement carefully as it governs your use of the Site. This Agreement contains important information, including a binding arbitration provision, which impacts your rights as to how disputes are resolved. The Site is only available to you — and you should only access the Site— if you agree completely with these terms.

After you have read through this Agreement, a copy of this Agreement will be sent to you at the e-mail address that you have provided so that you may have a copy for your records. Should we determine to make material changes to this Agreement, we will e-mail an updated copy of this Agreement reflecting such proposed changes at least thirty (30) calendar days prior to any change taking effect. If we make such a material change, we will maintain a record of all versions of this Agreement and be able to identify all changes made between versions.

As noted under the heading “Governing Law” below, this Agreement is governed by the laws of the Emirate of Dubai. We have drafted this Agreement with the intention that our relationship with you, our users, will comply with all applicable laws and regulations in Dubai and otherwise, including all applicable consumer protection laws. We undertake to you that we will comply with applicable laws, as well as our obligations to you under this Agreement, at all times. In addition, we further undertake that this Agreement, and our interactions with you under this Agreement,

will comply with the general requirement to act honestly, fairly and in the best interests of our users and the integrity of the market. Lastly, we have drafted this Agreement to be fair, transparent, accurate and sufficiently clear to you and our personnel, having regard to the nature of the services we offer and the intended market for such services.

Before we get into the specifics of this Agreement, it is important that you know and understand that the risk of loss in trading or holding digital assets of any kind can be substantial. As with any asset, the value of digital assets can fluctuate and there can be a substantial risk that you lose money buying, selling, holding, or investing in digital assets. By using the Site, you agree that none of MANTRA Finance, or any person or company associated with MANTRA Finance, will be liable or responsible in any way for any losses that you might suffer as a result of using the Site.

Responsible Individuals of MANTRA Finance FZE

[to be updated] - Chief Risk Officer - [to be updated]
Kate Kim - Interim Managing Director - kate@mantra.finance

DISCLAIMER

MANTRA Finance cannot and does not guarantee the value of digital assets. You acknowledge and agree that the value of digital assets is highly volatile and that buying, selling, trading and the holding of digital assets involves a high risk. The risk of loss in buying, selling, trading or holding of digital assets can be substantial. You should therefore carefully consider whether buying, selling trading or holding of digital assets is suitable for you in light of your financial condition. In considering whether to buy, sell, trade or hold digital assets, you should be aware that the price or value of digital assets can change rapidly, decrease, and potentially even fall to zero. You should also be aware that neither the virtual assets you hold, or any Client Money that you use to purchase or hold virtual assets on this Site, benefit from any form of deposit protection by any government entity or government regulator. If you are unable to bear the financial risk of loss, please do not use or access the Site. You agree that you are solely responsible for any digital asset transactions and the use of the Site.

You should be aware that the risk of loss in trading or holding digital assets can be substantial. You should therefore carefully consider whether trading or holding digital assets is suitable for you considering your financial condition.

Public Disclosures

[Our Public Disclosures](#) sets out MF's approach to information disclosure with the objective of promoting the highest levels of transparency, accountability and probity. At the same time, MF recognizes the need to classify certain types of information and apply due process in deciding on the disclosure of such information.

The main purpose of the public disclosures is to ensure that required information, other than confidential business information, is disclosed to the public, investors, employees, customers, creditors and other relevant parties in a timely, accurate, complete, understandable, convenient and affordable manner in order to obtain a comprehensive view of MF's overall performance and financial position.

If we need to communicate with any user directly, we will do so using the e-mail address such user has provided to us when completing their application to join our Site as a user.

Eligibility

To access or use the Site, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the 18 years of age, or the age of majority in your jurisdiction (whichever is greater) and have the full right, power, and authority to enter in to and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Site.

You further represent that you are not (i) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (ii) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of the Site will fully comply with all applicable laws and regulations, and that you will not access or use the Site to conduct, promote, or otherwise facilitate any illegal activity.

Registration of a MANTRA Finance account

To use the Site, you will need to register for a verified account on the Site by providing various personal information explained below. We may, at our sole discretion, refuse to open an account for you if we are not satisfied with our ability to properly identify you.

Identity Verification

You agree to provide us with all information we request for the purposes of verifying your identity and for the detection of third-party payments, money laundering, terrorist financing, fraud, or any other type of financial crime, and permit us to keep a record of such information indefinitely. You will be required to complete certain verification procedures before you are permitted to use our services. Your access to one or more of our services, and the limits that apply to your use of these services, may be altered because of information collected on an ongoing basis. The information we request may include certain personal information, including, but not limited to, your full name, your registered address, your registered telephone number (fixed or mobile), your valid email address, your date of birth, your taxpayer identification number, your government identification number or your passport number, and information regarding your bank

account (such as the name of the bank, the account type, the SWIFT code, the IBAN number, and the account number).

In providing us with this or any other information that may be required by us for verification purposes, you confirm that the information you provide us is accurate and true. You agree to keep us updated if any of the information you provide us changes. You authorize us to make any necessary inquiries, whether directly or through third parties, that we deem necessary to verify your identity or protect you and/or us against fraud or other financial crime, and to take any action we reasonably deem appropriate and necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to fraud prevention or financial crime agencies, and that these agencies may respond to our inquiries in full. Additionally, we may require you to wait a certain period after completion of a transaction, before permitting you to further use our services and/or before permitting you to engage in transactions beyond certain limits.

Engagement with UAE Financial Intelligence Unit (FIU). MANTRA Finance is registered as a Reporting Entity to the UAE Central Bank FIU for the purposes of submitting informational reports relating to the suspected or actual use of our services to facilitate any financial crime. We are committed to our engagement with the FIU and in our fight against money laundering and terrorism financing. You agree that we have no obligation to notify you of any information we provide to the FIU in relation to your use of the Site and/or our services.

Digital Asset Transactions

We will process digital asset transactions in accordance with the instructions we receive from you. You should verify all transaction information prior to submitting the instructions to us. We do not guarantee the identity of any user, receiver, requester or other parties. Digital asset transactions cannot be reversed once they have been broadcast to the relevant digital asset blockchain.

Once submitted to the relevant digital asset blockchain, a digital asset transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the digital asset blockchain. A digital asset transaction is not complete while it is in a pending state. Digital assets associated with digital asset transactions that are in a pending state will be designated accordingly and will not be included in your Account balance or be available to conduct digital asset transactions with.

By initiating a digital asset transaction, you agree to pay all applicable fees related to the transaction including, but not limited to, account hosting fees, exchange fees, service fees, conversion fees, blockchain network fees or banking fees.

We reserve the right to refuse to process, or to cancel or reverse, any purchases or sales of digital assets at our sole discretion, including, but not limited to, instances where we suspect the transaction involves (or has a high risk of involvement in) a third party payment, money laundering, terrorist financing, fraud, or any other type of financial crime, in response to a

subpoena, court order, or other government order, or if we suspect the transaction is unlawful or violates any other clause of this Agreement.

Supported Digital Assets

Our digital asset services are only available in connection with those digital assets that we support, which may change from time to time. Under no circumstances should you attempt to use your account to store, send, request, or receive digital assets in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use your account for digital assets that we do not support.

Listing asset and products

MF is committed to conducting comprehensive due diligence on all Virtual Assets prior to listing any new virtual asset.

VA Evaluation team will thoroughly assess each asset against our Standards which address key considerations around market metrics, design features, regulatory posture, security properties, and more.

Only assets receiving approval may be listed. Assets will be re-evaluated periodically and if Standards are no longer met, processes are in place for suspension or delisting as outlined below. Records of evaluations will be securely stored per the data retention policy.

Listing request

MF accepts requests to list a new asset through either the Firm's internal business development (BD) team or external projects that wish to list their tokens on MF DEX. All requests are routed through the same team to ensure proper documentation and analysis of the asset before moving to the assessment stage.

To apply for listing, an applicant is required to submit a comprehensive listing form which would include details as below:

- Project information (Project name, founders, team, official website)
- Company Structure
- Token Information (token name & symbol, contract address, tokenomics)
- Product/ offering description (background, github code repo, stage of development)
- Commercial details (token sale, cashflow forecast etc.)

Assessment

VA Evaluation team conducts investigation of asset and network against the below due diligence guidelines

- Regulatory classification (e.g. registered security, commodity, approved for trading) and approvals in major jurisdictions
- Compliance with regulations in jurisdiction(s) of issuance and any bans/limitations imposed by countries due to sanctions.
- Technology audit assessments of security, privacy and decentralization level.
- Risks related to anonymity, control by a single entity and ability to monitor transactions.
- Previous regulatory or legal actions against developers, exchanges, or restrictions on advertising
- Economic model and inherent risks flagged in research reports or white papers.
- Considerations like legal tender status, government backing, and adequacy of KYT/AML protocols.
- Classification for tax purposes in primary economies and global sanctions compliance
- Ongoing monitoring of regulatory waivers, changes in legal status, or classification trends worldwide

Approval

- Preliminary report compiled for Compliance review
- If approved, VA is added to Approved Asset List and integrated into tech systems
- Quarterly re-evaluations performed
- Any changes triggering re-assessment are escalated
- Delisting or suspension procedures followed if Standards can no longer be met. Notifications given to clients and VARA as required
- Continual monitoring of Approved Assets against factors like market depth and regulations

On-going review

After an asset is listed, MF conducts continual monitoring against factors like market depth and compliance with applicable regulations. As part of this review all the token related information will be cross referenced and the Firm's records will be updated. The roadmap will then be verified against the updated information on official websites and activities on social media platforms. In case of any discrepancies, the operations staff reaches out to the project team/ asset issuer for clarification and further investigation.

Any changes identified in the quarterly review that trigger reassessment are escalated to Compliance. If Compliance is not satisfied, Delisting or suspension procedures will follow, and if Standards can no longer be met. Notifications are given to clients and VARA as required.

Client Assets

MF is a non-custodial platform, which means client assets are in their own custody and they can withdraw from the investments at any time.

All transactions can be referenced on-chain, and transparent product updates are made to the customers for tracking purposes.

Execution Criteria

MF takes several factors into consideration when executing an order for the Client. Some of the factors that the Firm will consider are listed below as follow:

- a) the characteristics of the Client order (such as the size and type of the transaction and the terms and conditions of the order);
- b) the characteristics of financial instruments and/or Virtual Assets that are the subject of that order (e.g., price, spreads, volatility, relative liquidity, and pressure on communications);
- c) the characteristics and number of the execution venues to which that order can be directed or other sources of liquidity checked;
- d) accessibility of quotes to trade in the financial instrument and/or Virtual Asset subject to the order under the market conditions prevailing at the time;

When the Firm executes an order on behalf of the Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs related to execution, which shall include all expenses incurred by the Client that are directly related to the execution of the order, including execution venue fees, clearing and settlement fees if any, and any other fees paid to third parties involved in the execution of the order.

For the purposes of delivering the best execution where there is more than one competing venue to execute an order for a financial instrument, in order to assess and compare the results for the Client that would be achieved by executing the order on each of the execution venues listed in the Company's order execution policy that is capable of executing that order, the Firm's own commissions and costs for executing the order on each of the eligible execution venues shall be taken into account in that assessment. The Firm shall disclose to the Client both prior to execution of the order and in the trade confirmation, the portion of the amount payable by the Client that is retained by the Firm as fees or commission for the trade, except where the Firm provides another virtual asset service provider, a qualified investor or an institutional investor with a quote to execute at the Firm's discretion. For avoidance of doubt, where the Firm deals with Client orders as principal with the Client, the Firm shall disclose the portion of the amount payable by the Client that will be retained as fees or commission.

The Firm should at any time take all reasonable steps to obtain, when executing orders, the best possible result for its Clients taking into account the price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

The Firm must also document its compliance with its policies and procedures related to its selection of the best venue for execution of the financial instrument and/or Virtual Asset, including how to execute Client orders where there is an absence of (i) pricing information, (ii) drivers or valuation factors behind such prices, or (iii) multiple quotations.

Price

The Client acknowledges and accepts that, regardless of any information which may be offered by MF, the value of investments may fluctuate downwards or upwards and it is even probable that the investment may become of no value or even result in a negative balance for the Client. This is owed to the margin system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on the Client's trades and portfolio. With respect to Virtual Assets, the Firm shall only provide or offer margin trading services to qualified investors and institutional investors.

If the underlying market movement is in the Client's favor, the Client may achieve a good profit, but in case of an adverse move, he might lose amounts in excess of the Capital invested within MF. The financial instruments and/or Virtual Assets available for trading with MF are non-deliverable transactions giving an opportunity to make profit or loss on changes in currency rates, commodity and other CFD's derivatives. If the underlying instrument movement is in the Client's favor, the Client may achieve a good profit, but might lose amounts in excess of the Capital invested within MF. Accordingly, the Client must not enter into transactions with MF unless he/she is willing to undertake the risks of losing amounts even greater than all the money which he/she has invested and also be liable additional commissions and other expenses incurred.

MF deals in derivative CFD securities, where their price is derived from the price of the underlying instrument in which the security refers to. Derivative CFD securities/Markets can be highly volatile. The prices of the security and the underlying instrument and CFD derivatives may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Client or the MF. Under certain market conditions it can be impossible for a Client's order to be executed at declared prices.

The prices of products traded at MF will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, and commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant market place.

Therefore Stop Loss orders cannot guarantee the limit of loss as in certain cases, the best attainable price where the Stop Loss order will be executed at a price that might be much worse than where the Client has placed his Stop Loss order. The Client acknowledges and accepts this risk when trading with MF.

The Client acknowledges and accepts the prices of the different markets are generated electronically by MF execution venues. These Prices will take into account market data from various sources, in order to enable the execution venues to check whether their prices are fair while providing the best execution obligation. However, prices may not match prices that you see elsewhere (including prices quoted on Trading Venues or by other providers). Note that in case of market fluctuations and/or technical conditions, in addition to circumstances outside MF and its execution venues control, the prices you see on your device and/or which you are provided when you place an order, may not be identical to the price at which the Trade is executed. Besides, it is highly observed that will be times in certain cases there won't be enough liquidity or there are limitations on liquidity or other restrictions that are imposed on MF and/or MF Execution venues therefore MF will have to follow the same restrictions and limitation on its Execution venues, if such applies Client accepts and commits to hold MF harmless from any result of such restrictions on his trading account.

The prices shown on the online trading platform are indicative only and when placing an order, the confirmed price may differ when executing the order from the price seen on the terminal. The Client understands and accepts the final confirmed price will depend on the price at actual execution.

The Firm shall obtain information from each Client prior to opening a margin trading account used for the trading of the virtual assets or financial instruments to determine whether the margin trading service will be suitable for the Client, including, but not limited to, the Client's:

1. Financial position
2. Investment objectives
3. Risk appetite
4. Knowledge and experience in trading in the execution markets for the virtual assets and/or financial instruments

The Firm must ensure that any margin trading agreement entered into between the Firm and any Client complies with the information set out in Appendix 1 to this Policy.

The Firm shall also ensure that each Client's account for margin trading will be segregated from all other trading accounts and that it shall use only the virtual assets and/or cash balance in the margin trading account of the Client as collateral for margin trading in accordance with the margin trading agreement executed between the Client and the Firm.

In the event that a Client holds more than one (1) account for margin trading, the Firm shall ensure that all risk limits associated with those margin trading accounts are monitored and maintained at a Client level. The required terms of the agreement for margin trading of virtual

assets is set out in Appendix 1 to this policy. The Firm shall also provide the Account Holder at least one (1) early warning notification if a Client's ownership of a virtual asset that has been traded falls to a specified percentage pursuant to the agreement executed between the Client and the Firm.

MF shall monitor on an ongoing basis the Margin Trading Account of each Client and notify the Client promptly when the percentage of the client's ownership in that account falls below the required level of Maintenance Margin specified in the Margin Trading Agreement, so that they can cover the shortfall in the account.

Should MF determine that a specific investment product or service is not appropriate or suitable, it shall undertake the measures that, at its discretion, it deems necessary in order to inform the Account Holder. In the absence of specific instruction from that Account Holder, the Firm is authorized, although it is not obligated, to execute the order at the best available resources offered by the Firm at the time of the execution, the Firm is not responsible for any negative or positive impact that might be resulted due to technical failures in the online or remote systems in any party. In this context, MF assumes no liability for damages that the Account Holder could incur as a result of the execution or non-execution of the instruction provided that MF shall strive to ensure compliance with this Best Execution policy having regard to the particular circumstances.

The Account Holder should also be aware that checks regarding the appropriateness of a specific investment product or service could result in delays in the execution of orders regarding financial instruments. The Firm cannot be held liable for any such delays resulting from the duties which Firm assumes only as best professional business practice, except in the case of fraud or gross negligence on the part of the Firm.

In the case of instructions regarding financial instruments and/or virtual assets transmitted to the Firm by Clients or external managers in accordance with the signatory power granted to them by the Account Holder, the Firm shall not make an assessment of the appropriateness or suitability of the investment products or services requested.

On some occasions, orders executed on the online trading system may get executed at wrong prices. MF has the right to review the Client's order's details in terms of price, time, volume and the validity of execution type whether they are in the form "pending" or "Market" orders through the online trading system. In case of any discrepancies, the Firm, without a prior notice, will take the proper actions to correct the details of the given orders where and when possible. The Client will be required to acknowledge and accept, in the agreement between the Client and the Firm, that seeing an order executed at a certain price on the system does not mean it was executed correctly and that the executed price may not be altered later on if a mistake is detected. The Client shall accept to hold the Firm harmless in relation to any such alteration pursuant to the written agreement entered into between the Client and the Firm for the provisions of its services.

Any specific instructions from a Client may prevent the Firm from taking the steps that have been designed and implemented in its execution policy to obtain the best possible result from

the execution of those orders in respect of the elements covered by those instructions, hence such orders are executed under the Client's responsibility with no liability on the Firm.

The Client acknowledges that the online trading system is an alternative solution for executing the orders, the Firm maintains its trading system on real time basis during the trading hours of the financial instruments and/or virtual assets offered by the Firm to its Clients, the Client understands that the trading system may not be available for trading, any trades which have been wrongly confirmed in the Client's account might be reversed or corrected, this can happen in particular in the event of totally or partially illiquid markets, failure of electronic or telecommunications systems or any force action (force majeure) which might be applied on certain instruments by Firm during abnormal market conditions.

The Client is eligible to request an auditing process and/or request a clarification for his auditing trades within a maximum of 2 working days. If the said time frame is exceeded the Firm considers and the Client accepts that his position as in the trading platform or statements is final and the Firm is entitled to decline the Client complaint or not to proceed accordingly with any audit request. The Client acknowledges and accepts to monitor the online trading platform and statements at all times to make sure that any mistake is immediately communicated to the Company.

Proceeds from rewards & gains

In the course of client's participation in our investment strategies, including but not limited to vault products, staking activities, and farming pools, they may be entitled to receive various forms of rewards, gains, and returns generated from these underlying operations.

Calculation and Distribution of Proceeds

The specific details of how such proceeds are calculated and distributed will depend on the particular investment strategy or platform feature that have been utilized. Generally, the proceeds will be determined based on the user's proportional share or ownership within the relevant investment pool. These proceeds are either made automatically claimable by or directly credited to the user's designated wallet address.

The platform will maintain detailed records of all such proceeds, which will be visible to the users through their personalized dashboard on our platform. This is to ensure transparency and allow tracking of their earnings and entitlements at any time.

Variability of Proceeds

It is important to note that the actual rewards/ gains may vary depending on a variety of factors, such as the performance of the underlying investment activities, network conditions, market fluctuations, and other external variables.

In the event of significant changes or fluctuations in the expected returns, the platform will endeavor to communicate such information to the users through appropriate channels, such as email, website updates etc.

Regulatory Compliance and Recordkeeping

The platform is committed to maintaining robust records and documentation of all proceeds distributions to comply with applicable regulations and facilitate effective complaint handling and auditing processes.

Broker-Dealer Services

MANTRA Finance is committed to maintaining the highest standards of integrity, transparency, and compliance in our capacity as a Virtual Asset Service Provider (VASP) offering Broker-Dealer Services.

Our [Broker-Dealer Services Policy](#) ("Policy") outlines the framework and guidelines adopted by MF to address the prohibition, detection, prevention, and deterrence of Market Offences and other abusive practices within our business or using our services should be read in conjunction with the Firms Market Abuse Policy, Best Execution Policy, Compliance Policy, and the AML Policy Manual.

This Policy applies to all employees, contractors, and agents engaged in Broker-Dealer Services on behalf of the Firm. All employees of the Firm engaging in Broker-Dealer Services are required to be familiar with and to follow the Firm's policies. Employees may also include temporary workers, consultants, independent contractors, and anyone else designated by the Firm.

Clients agreement and asset management

MANTRA Vaults is a yield bearing product, where users are able to enjoy the benefits of established decentralized products in a secure way. The key strategy for the Vaults product is to allow users to deposit their cryptocurrencies (native tokens/ stablecoins) and achieve an estimated annual percentage rate (APR) by way of staking, which represents a secure option in DeFi to generate yield. Each Vault product clearly describes the investment strategy and the underlying assets that form the strategy.

VA & Investment product presentation & client agreement:

- MF platform displays information related to the assets in investment strategy clearly for the user to make an informed decision. Details would include the
- Description of the investment strategy and the high-level process steps
- Terms of the investment eg. duration of the vault, status, est APY, chains supported, fees associated with the investment, maturity date after which the client can withdraw their investment and accrued rewards etc.
- List of VAs in scope for the strategy along with their % exposure
- Market cap, volume, all time highs and lows, of all the listed VAs in scope

- Est. APY is calculated based on inflation and staking rewards on the network and VAs in scope for the strategy. Clients are clearly notified on the MF app that this is an indicated estimation and may vary from actual depending on the network.
- Once the user has decided to invest they will be prompted to consent to the risk disclaimers and T&Cs explaining various aspects such as risks involved in crypto investment, ongoing due diligence & transaction monitoring by MF to confirm the suitability of client etc.

As part of the ongoing due diligence process, in case MF finds the client unsuitable, depending on the severity, their assets will either be unstaked/ removed from the investment and returned to them via airdrop, or held in a separate account until investigation is completed. Clients are notified of the investment termination via email. Compliance team and regulator are notified of the incident, as needed.

Client Asset Management:

- MANTRA Finance is a self-custody platform; as such clients have access to their assets at all times for withdrawals and transfers.
- As part of the Vaults product, clients are able to directly deposit /withdraw USDC/native tokens into a smart contract.
- In cases where the assets are staked in a Proof-of-stake protocol via MANTRA, MF acts in clients' best interests by securely storing assets in segregated wallet accounts, executing instructions promptly, and providing transparency on asset status.
- For any staking strategy the client has the right to withdraw their invested assets along with the rewards after the maturity period is over.
- In the event of any default by a party with whom the Firm has contracted, the Firm will use its best reasonable efforts to ensure that any such default does not endanger client assets, including without limitation taking legal action against the defaulting party or taking any other measure to recover any losses that may be caused by the default. While the Firm will do its best to assure that third party defaults do not occur, or if they do occur, that they do not impact client assets, the Firm cannot eliminate all risk that a default by a counterparty could lead to some loss of client assets.

Statement of Rights:

- VASP has the right to implement security measures to protect their platform and users.
- VASP can take measures to prevent and address fraudulent activities.
- VASP has the right to set and adjust fees for their services, provided they are transparent.
- VASP can enforce their terms of service and policies to ensure a safe trading environment.
- VASP has the right to manage and use data as outlined in their privacy policies, respecting user consent and regulatory requirements.
- VASP can develop and implement new features and services to enhance user experience and operational efficiency.

- Clients' personal information must be protected and not shared without consent.
- Clients have the right to secure their accounts with features like two-factor authentication and encryption.
- Clients have the right to a fair and transparent trading environment without manipulation.
- Clients' trades should be executed promptly and accurately.
- Clients have the right to comprehensive information about services, fees, and policy changes.
- Clients have the right to know where their assets are held.
- Clients have the right to request support and receive full and accurate information.

Withdrawal/Redemption Process:

- After the maturity period, clients can request withdrawal at any time which will trigger the protocol's unbonding period.
- Once unbonded, client assets are made available for claiming on the MF app.
- Unbonding duration is managed by the protocols themselves (eg. polkadot, near), and all related information is clearly shared in the MF app under the vault details.

Fees:

- MF charges a Management/ service fee for hosting and managing the investment. Such fees are clearly displayed on the platform under each investment page so the clients can verify the fees and slippage, if any, before signing the transaction on blockchain.
- Gas fees applicable for the transaction are also indicated to the user before proceeding, however it may vary depending on network congestion once the transaction goes through. Client are also able to verify gas fees directly in their wallet before approving the transaction. Gas goes to the protocol/ blockchain and has no involvement from MF.
- In case of any updates in the management/ service fees of the investment products a written notice is published no lesser than 90 days on the website

Reporting :

- MF records the transaction history with hashes for users' reference as and when needed.
- Monthly statements are sent to users that display opening/closing balances, transactions, value changes for full visibility.

Valuation:

- MF's Investment team conducts the assessment and suggests valuations based on transparent spot prices of the underlying assets and the protocol's estimated APYs.
- Valuations do not include anticipated future yield beyond rights currently established.
- Third party assessors are appointed to validate the valuation before it is listed and published for clients..
- Assets are subject to ongoing valuation by qualified third parties to ensure accuracy.
- MF team updates the platform on a periodic basis to share updated valuation, if any.

This policy aims to guarantee that clients maintain control and visibility over their staked assets at all times in line with international best practices, our internal policies and applicable regulations. Any policy updates require 90 days' advance client notice.

Conflicts of Interest

Duty to Disclose

Each member of the MANTRA team is under an obligation to disclose the existence or potential existence of a Conflict of Interest as it arises to our Chief Legal Officer, Compliance Officer or a member of the Management Team.

If any member has an interest that may reasonably impair its objectivity, in a transaction with or for a client or a relationship which gives rise to an actual or potential conflicts of interest in relation to the transaction, the member shall:

1. promptly disclose the nature of such conflict to its affected client; and
2. to the extent that the affected client's interests can be sufficiently protected, manage and minimize such conflict by adopting appropriate measures to ensure fair treatment to its affected client, including establishing and maintaining "Chinese Walls" to separate Staff into different teams.

When a member of the Board discloses to the Board that they have a material interest in a transaction, the remaining members of the Board present at the Board meeting shall consider whether it is appropriate for that Board member to continue to participate in the Board meeting after reviewing whether the conflict may affect the objectivity of that member and/or their ability to perform their tasks towards the company properly. If the remaining members of the Board decide that it is not appropriate for that member to participate, they may ask that member to resign their position.

Investigating Conflicts

When a potential Conflict of Interest is disclosed, the Management Team will provide the individual with an opportunity to disclose all material facts. The Management Team will collect all pertinent information and question the involved parties. If it turns out that a conflict does not exist, the inquiry will be documented but no further action will be taken.

Addressing a Conflict of Interest

If the Management Team determines that a conflict of interest exists, they will take the appropriate actions to address the conflict. This may include (but not be limited to):

1. prohibiting any Interested Parties from voting on any matter related to Conflict of Interest;
or
2. declining to work on the matter that presents the Conflict.

Affected parties both within and outside of MF, including shareholders, directors, employees, and independent contractors, will be notified. If the Conflict of Interest in question involves a member of the Management Team, that individual will be excused from deliberations.

Disciplinary Action

Everyone should always make all reasonable efforts to avoid situations where a conflict of interest can result. If the rare situation has occurred where there is a violation of this goal, the Management Team may be required to consider disciplinary actions. All conflicts of interest will be reviewed on a case-by-case basis. The Management Team has full discretion to deem what disciplinary action is appropriate and necessary for disclosed conflicts of interest.

If the Management Team reasonably believes a member or staff member failed to disclose an existing or possible Conflict of Interest, it shall inform the individual of the rationale for such belief and grant the individual an opportunity to explain the alleged failure to disclose the Conflict of Interest.

After hearing the individual's response and investigating further as warranted by the circumstances, the governing officers may take appropriate disciplinary action, including removal from the position at the organization.

Handling of Client Complaints

Complaints Reporting

Complaints can be reported to our customer support team [using this form](#) and by emailing us at report@mantra.finance. MF will acknowledge receipt of the complaint within one [1] week after receiving the complaint and will provide the complainant with a unique reference number for their complaint.

Complaints Investigation

The Firm will investigate the complaint in a fair, transparent, and timely manner and will assign (if it deemed necessary) an investigator who has the relevant knowledge and authority to investigate the complaint. Investigators assigned to any complaint will not be directly involved in the subject matter of the complaint. The investigator will review all relevant information and documentation related to the complaint and may contact the complainant for further information or clarification, if necessary. MF will aim to resolve the complaint no later than four [4] weeks from when the complaint was made. The Firm shall not impose any fees or charges for the submission or handling of any complaints.

Escalation

If the complainant is not satisfied with the outcome of their complaint, they may escalate the matter to a higher authority within the Firm. The Firm will provide the complainant with details of the escalation process, including the contact details of the relevant authority upon request.

Modification of this Agreement

We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement at <https://www.mantra.finance/legal/terms-of-use>. All modifications will be effective when they are posted, and your continued accessing or use of the Site will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using the Site.

Proprietary Rights

We own all intellectual property and other rights in the Site and its contents, including (but not limited to) software, text, images, trademarks, service marks, copyrights, patents, and designs. This intellectual property is available under the terms of our copyright licenses.

Notwithstanding the above, we do not own or control the underlying software protocols which govern the operation of digital assets supported on the Site; generally, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. We assume no responsibility for the operation of the underlying protocols, and we are not able to guarantee their functionality, security, or availability.

You acknowledge and accept the risk that underlying software protocols relating to any digital asset you store in your account may change.

You must comply with all applicable laws when using the Site. Except as may be expressly permitted by applicable law or expressly permitted by us in writing, you will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any information or material available on the Site ("**Site Content**") or compile or collect any Site Content as part of a database or other work; ii) use any automated tool (e.g., robots, spiders) to use the Site or store, copy, modify, distribute, or resell any Site Content; (iii) rent, lease, or sublicense your access to the Site; (iv) use the Site or Site Content for any purpose except for your own personal use; (v) circumvent or disable any digital rights management, usage rules, or other security features of the Site; (vi) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Site; (vii) use the Site in a manner that threatens the integrity, performance, or availability of the Site; or (viii) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Site or Site Content.

Transaction Fulfilment

We will do our best to fulfill all purchases of digital assets, but in some circumstances, we may be unable to. If this is the case, we will notify you and seek your approval to re-attempt the purchase.

Additional Rights

We reserve the following rights, which do not constitute MANTRA Finance obligations (i) with or without notice to you, to modify, substitute, eliminate or add to the Site; (ii) to review, modify, filter, disable, delete and/or remove any and all content and information from the Site; and (iii) to cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that you provide.

Privacy

When you use the Site, the only information we collect from you is your blockchain wallet address, completed transaction hashes, and the token names, symbols, or other blockchain identifiers of the tokens that you trade. We do not collect any personal information from you (e.g., your name or other identifiers that can be linked to you). Our full privacy policy can be found here. We do, however, use third-party service providers, like Google Analytics, coingecko and Infura, among others, which may receive or independently obtain your personal information from publicly-available sources. We do not control how these third parties handle your data and you should review their privacy policies to understand how they collect, use, and share your personal information. In particular, please visit <https://policies.google.com/technologies/partner-sites>, <https://coingecko.com/en/privacy>, and <https://community.infura.io/privacy> to learn more about how sites may use data. Each site that we use may have its own unique policies. By accessing and using the Site, you understand and consent to our data practices and our service providers' treatment of your information. If we in the future use any additional third party service providers to deliver or service the products we offer to our users on this Site, we will update this Agreement to reflect those changes.

We use the information we collect to detect, prevent, and mitigate financial crime and other illicit or harmful activities on the Site. For these purposes, we may share the information we collect with blockchain analytics providers. We share information with these service providers only so that they can help us promote the safety, security, and integrity of the Site. We do not retain the information we collect any longer than necessary for these purposes.

Please note that when you use the Site, you may interact with various blockchains, such as Ethereum for example, which provides transparency into your transactions. We do not control and are not responsible for any information you make public on any blockchain with which you interact by taking actions through the Site.

Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Site:

Intellectual Property Infringement. Activity that infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law.

Cyberattack. Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including (but not limited to) the deployment of viruses and denial of service attacks.

Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including (but not limited to) providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.

Market Manipulation. Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading.

Securities and Derivatives Violations. Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives.

Any Other Unlawful Conduct. Activity that violates any applicable law, rule, or regulation of the United States, the European Union, the United Kingdom or any other relevant jurisdiction.

Non-Solicitation; No Investment Advice

You agree and understand that all transactions of any kind that you submit through the Site are considered unsolicited, which means that you have not received any investment advice from us in connection with any trades, and that we do not conduct a suitability review of any transactions you submit.

All information provided by the Site is for informational purposes only and should not be construed as investment advice. You should not take, or refrain from taking, any action based on any information contained in the Site. We do not make any investment recommendations to you or opine on the merits of any investment transaction or opportunity. You alone are responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance.

Non-Custodial and No Fiduciary Duties

The Site is a purely non-custodial application, meaning you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

Compliance Obligations

By accessing or using the Site, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. We take no responsibility for assisting you to meet those obligations, nor do we accept any liability if you fail to meet any obligation that is applicable to you.

Assumption of Risk

By accessing and using the Site, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of digital assets such as bitcoin (BTC), ether (ETH), and other digital tokens such as those following the Ethereum Token Standard (ERC-20). In particular, you understand that blockchain-based transactions are irreversible.

You understand that virtual assets:

- may not always be transferable;
- may not be liquid; and
- may be subject to fraud, manipulation, theft, including through hacks and other targeted schemes, and loss.

You further understand that the markets for these digital assets are highly volatile due to factors including (but not limited to) adoption, speculation, technology, security, and regulation. You acknowledge and accept that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase dramatically at any time. You further acknowledge and accept the risk that your digital assets may lose some or all of their value while they are supplied through the Site, you may suffer loss due to the fluctuation of prices of tokens in a trading pair or liquidity pool, and experience significant price slippage and cost. You understand that anyone can create a token, including fake versions of existing tokens and tokens that falsely claim to represent projects, and acknowledge and accept the risk that you may mistakenly trade those or other tokens. You further acknowledge, understand and agree that we are not responsible for any of these variables or risks, and cannot be held liable for any losses that you experience while accessing or using the Site. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Site. If you do not fully agree with each and every statement in this “Assumption of Risk” section, you may not use this Site.

Third-Party Resources and Promotions

The Site may contain references or links to third-party resources, including (but not limited to) information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Site. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that this Agreement does not apply to your dealings or relationships with any third

parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

Release of Claims

You expressly agree that you assume all risks in connection with your access and use of the Site. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Site and your interaction with the Protocol.

Trading Halts

We, our Site, and our third-party partners may experience cyber-attacks, extreme market conditions, or other operational or technical difficulties which could result in the immediate halt or suspension of transactions either temporarily or permanently. Provided that we have taken reasonable commercial and operational measures to prevent or correct such events in the technical systems we control, we are not and will not be responsible or liable for any loss or damage of any sort incurred by you as a result of such cyber-attacks, operational or technical difficulties or suspensions of transactions. Withdrawal limits based on amounts and/or frequency may apply from time to time, based on legal, regulatory, AML and/or security considerations. Our policies and procedures may require additional security and/or compliance checks that require additional time to complete.

Indemnity and Limitation of liability

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the Site; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Site with your assistance or using any device or account that you own or control.

We assume no liability or responsibility for any:

- errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Site;
- unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein;
- interruption or cessation of function related to the Site;
- bugs, viruses, trojan horses, or the like that may be transmitted to or through the Site;
- errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Site; and
- the defamatory, offensive, or illegal conduct of any third party.

In addition to the immediately above paragraphs, in no event shall we, our affiliates or service providers, or any of our or their respective officers, directors, agents, employees or representatives, be liable for any of the following types of loss or damage arising under or in connection with this Agreement or otherwise:

1. any loss of profits or loss of expected revenue or gains, including any loss of anticipated trading profits and/or any actual or hypothetical trading losses, even if we are advised of or knew or should have known of the possibility of the same. This means, by way of example only (and without limiting the scope of the preceding sentence), that if you claim that we failed to process a buy or sell transaction properly, your damages are limited to no more than the value of the supported digital asset at issue in the transaction, and that you may not recover for any "loss" of anticipated trading profits or for any actual trading losses made as a result of the failure to buy or sell;
2. any loss of or damage to reputation or goodwill; any loss of business or opportunity, customers, or contracts; any loss or waste of overheads, management, or other staff time; or any other loss of revenue or actual or anticipated savings, even if we are advised of or knew or should have known of the possibility of the same;
3. any loss of use of hardware, software or data and/or any corruption of data; including but not limited to any losses or damages arising out of or relating to any inaccuracy, defect or omission of digital asset price data; any error or delay in the transmission of such data; and/or any interruption in any such data;
4. any loss or damage whatsoever which does not stem directly from our breach of this Agreement; and/or
5. any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this Agreement (whether or not you are able to prove such loss or damage).

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to us in exchange for access to and use of the Site, or USD\$100.00, whichever is greater. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

Each provision of these terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended to and does allocate the risks between the parties under

these terms. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these terms. The limitations in this section will apply even if any limited remedy fails of its essential purpose.

No Warranties

You acknowledge and agree that your use of the Site is at your own risk. The Site is provided on an “as is”, “with all faults” and “as available” basis. We, our officers, directors, shareholders, employees, and agents expressly disclaim all warranties of any kind, expressed, implied or statutory, relating to the Site and its content including without limitation the warranties of title, merchantability, fitness for a particular purpose, non-infringement of proprietary rights, course of dealing or course of performance. We do not warrant that (i) the Site will meet your specific requirements, (ii) the Site will be uninterrupted, timely, secure or error-free, (iii) any transactions will be accurate, error-free, reliable or complete, (iv) any errors on the Site will be corrected, or (v) any services through the Site will meet your expectations or requirements.

The Site may contain links to third party products, services, and websites. We exercise no control over the third-party products, services and websites, and we are not responsible for their performance, do not endorse them, and are not responsible or liable for any content, advertising, or other materials available through the third-party products, services, and websites. We are not responsible or liable, directly or indirectly, for any damage or loss caused to you by your use of or reliance on any goods or services available through the third-party products, services, and websites.

Additionally, if you follow a link or otherwise navigate away from the Site, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third-party websites to which you navigate to from the Site.

We do not warrant and are not responsible for any injuries or losses sustained by you as a result of your use of the Site. We do not warrant that your use of the Site is lawful in any jurisdiction other than the Emirate of Dubai, and we specifically disclaim any such warranties. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you to the extent such jurisdiction’s law is applicable to you and this Agreement. By accessing or using the Site, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Site.

In no event shall we be liable for any damages whatsoever, whether direct, indirect, general, special, exemplary, compensatory, consequential, and/or incidental, arising out of or relating out of, or relating to the conduct of you or anyone else in connection with the use of the Site, including without limitation, loss, impairment, bodily injury, death, emotional distress, damage to your possessions and/or any other damages resulting from any transactions initiated on the Site, unauthorized access to or alteration of your transmissions to the Site and errors, mistakes

or inaccuracies of any content on the Site. You agree to take reasonable precautions when executing any Transactions on the Site.

Notwithstanding any provision of this Agreement, if your jurisdiction has provisions specific to waiver or liability that conflict with the above, our liability is then limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for (i) death or personal injury caused by negligence of that of any of its officers, employees or agents, (ii) fraudulent misrepresentation, or (iii) any liability which is not lawful to exclude either now or in the future.

If you are a resident of a jurisdiction that requires a specific statement regarding release, you would waive any similar provisions in law, regulation or code that has the same intent or effect. We are not responsible for the actions, content, information, or data of third parties, and you agree to release us, our directors, officers, employees and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against such third parties. Your ability to use the Site is contingent on your agreement with this and all other sections of this Agreement. Where allowed, you agree that our total liability to you is not more than USD\$100.00 or the total amount you paid to use our service within the last year, whichever is greater.

We make no representations about the accuracy or completeness of historical digital asset price data available on the Site.

Suspension, Termination and Cancellation

We may: (i) refuse to complete, block, cancel or reverse a transaction you have authorized, (ii) suspend, restrict, or terminate your access to any or all of the services we offer, and/or (iii) deactivate or cancel your account with immediate effect for any reason, including but not limited to where:

- we are, in our reasonable opinion, required to do so by applicable law or any court or other authority to which we are subject in any jurisdiction;
- we reasonably suspect that you of acting in breach of this Agreement;
- we reasonably suspect that you have breached our Policies;
- we have concerns that a transaction is erroneous or about the security of your account or we suspect our services are being used in a fraudulent or unauthorized manner;
- we suspect money laundering, terrorist financing, fraud, or any other financial crime;
- if your credit or debit card or any other valid payment method linked to your account is declined;

Use of your account is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with account activity; and/or you take any action that may circumvent our controls such as opening multiple accounts or abusing promotions which we may offer from time to time.

We may also refuse to complete a transaction you have authorized where there are insufficient funds in your account and/or insufficient digital assets in your account to cover the transaction and (where applicable) associated fees at the time that we receive notification of the transaction.

If we refuse to complete a transaction and/or suspend or close your account, or terminate your use of our Services in this way, we will (unless it would be unlawful for us to do so) provide you with notice of our actions and the reasons for refusal, suspension or closure and where appropriate, with the procedure for correcting any factual errors that led to the refusal, suspension or closure. In the event that we refuse to complete a transaction and/or suspend your account, we will lift the suspension as soon as reasonably practicable once the reasons for refusal and/or suspension no longer exist. However, we are under no obligation to allow you to reinstate a transaction at the same price or on the same terms as the suspended, reversed or cancelled transaction.

We may suspend, restrict, or terminate your access to any or all of our services and/or deactivate or cancel your account, without reason by giving you one month's notice. You acknowledge that our decision to take certain actions, including limiting access to, suspending, or closing your account, may be based on confidential criteria that are essential to our risk management and security protocols. You agree that we are under no obligation to disclose the details of our risk management and security procedures to you.

If we suspend or close your account or terminate your use of our Services for any reason, we reserve the right to require you to complete the procedures outlined under "**Identity Verification**" before permitting you to transfer or withdraw digital assets.

You may not cancel your account to evade an investigation or avoid paying any amounts otherwise due to us. Upon cancellation of your account, you authorize us to cancel or suspend pending transactions on the Site and hold any associated funds until we are certain that funding reversal windows are complete. In the event that you or we terminate this Agreement or your access to our Services, or de-activate or cancel your account, you will remain liable for all amounts due hereunder and will be required to empty your account by converting your fiat balance (if any) to digital assets at the prevailing conversion rates and transfer the digital assets out of your Account. If any transaction is in a pending state at the time your account is cancelled or suspended, such transaction may be cancelled and/or refunded as appropriate.

Safety and Security of Your Computer and Devices

MANTRA Finance is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and you should use care in reviewing messages purporting to originate from us. MANTRA Finance customer support will never ask you to screen share or otherwise seek to access your computer

or account; similarly, we will not ask for your two-factor authentication (2FA) codes. Always log into your account through the Site to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

No Liability for Breach

We are not liable for any breach of the Agreement where the breach is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all effects to the contrary, nor are we liable where the breach is due to the application of mandatory legal rules.

Governing Law and Dispute Resolution

THE PRODUCTS AND SERVICES DISCUSSED ON THIS SITE ARE NOT AVAILABLE TO, OR ACCESSIBLE BY, PERSONS, ENTITIES OR ORGANIZATIONS IN HONG KONG, THE UNITED STATES, OR ANY OFAC SANCTIONED COUNTRIES.

These Terms are governed by the laws of be governed and construed in accordance with the laws of Emirate of Dubai, and subject to the non-exclusive jurisdiction of the courts of the be governed and construed in accordance with the laws of Emirate of Dubai for any suit, action or proceeding arising out of these Terms.

We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to support@mantra.finance so that we can attempt to resolve it without resorting to formal dispute resolution. If we are unable to reach an informal resolution within sixty days of your email, then you and we both agree to resolve the potential dispute according to the process set forth below.

If it has not been possible to resolve a dispute through the dispute process set out above, any dispute arising out of or in connection the Site or with this Agreement, including any question regarding the existence, validity or termination of this Agreement, or any other acts or omissions for which you may contend that we are liable, including (but not limited to) any claim or controversy as to arbitrability, shall be referred to and finally resolved by arbitration under the current arbitration rules of the Emirate of Dubai, which are deemed to be incorporated by reference into this Section.

The tribunal shall consist of three arbitrators. The place and seat of the arbitration shall be Dubai. The language to be used in the arbitration proceedings will be English. The decision of the arbitrators 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.

Entire Agreement

These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.