

TERMS AND CONDITIONS

1. GENERAL

1.1 The website (www.tdtt.io) (“Website”) together with the documents referred to on it are owned and operated by THESAURUM DIAMOND TRADING Inc.

1.2 THESAURUM DIAMOND TRADING Inc. Company is incorporated in Panama, with a registered office at Banco Delta Building, 6th Floor – Suite 604D, Panama City, Republic of Panama

1.3 In these Terms of Use words importing the singular shall, where the context permits or requires, include the plural and vice versa. Words importing gender or the neuter shall include both genders and the neuter. Words importing persons shall, where the context permits or requires, include natural persons, any public bodies and any body of persons, corporate or unincorporated.

1.4 These Terms of Use between you (referenced herein as “User”, “you”, “your” or “Customer”) shall be construed and interpreted in English. Where THESAURUM provides these Terms of Use translated into any other language to any other jurisdiction, each Party acknowledges and agrees that the translation shall only be construed as indicative of the English version and where there exists any inconsistency between the translated version and the English version, the English version shall prevail.

1.5 We do not recommend that you purchase any THESAURUM Platform or Service unless you have prior experience with Blockchain Assets, blockchain-based software and distributed ledger technology and unless you have received independent professional advice.

1.6 By registering for and using the Platform, you explicitly consent to, and agree that, your personal data may be transferred outside of the Panama Islands to an affiliate, subsidiary, THESAURUM group member or third party where we handle your personal data in order to discharge the contractual obligations we owe to you and otherwise in order for us to conduct our business operations and to provide the Services. Any transfer will be in accordance with our Privacy Policy.

2. ACCEPTANCE OF TERMS

2.1 Please read these Terms of Use and Schedules, which include additional terms specific to the different applications and services we are making available to you, (“the Terms of Use”) carefully before you start to use our Website, applications, platform and services, including any information and materials therein and any software that we make available that allows you to access relevant services (collectively referred to as the “Platform and or Services”).

2.2 PLEASE READ THESE TERMS OF USE CAREFULLY as they are a legal contract between you and us and apply to your use of the Platform and/or Services, as appropriate. By accessing all or any part of the Platform and/or the Services, you fully accept and agree to comply with all of the terms and conditions set out in these Terms of Use. You may not use the Platform or receive relevant Services except as expressly provided in these Terms of Use. If you do not agree to these Terms of Use, you are not authorised to access and use the Platform or the Services and should exit immediately.

2.3 The Parties to these Terms of Use shall therefore be THESAURUM Panama and you, and each may be referred to as a Party.

2.4 In order to access particular Services, you will be directed to complete relevant Service Registration Forms related to these Terms of Use. The Services shall be used exclusively for your own internal business purposes. Access to and use of relevant Services shall be limited to specified users identified in the completed Service Registration Form. The Customer acknowledges and accepts that in the instances when they access services provided by THESAURUM Lithuania that THESAURUM may share information of the Customer, as may be provided in the Service Registration Forms and through use of the Platform in accordance with these terms, the terms of THESAURUM Lithuania and our Privacy Policy.

3. LICENSE TO USE

3.1 Subject to these Terms of Use, THESAURUM grants you an individual, non-exclusive, non-transferable, revocable license to use the Platform and relevant Services in such form as they may exist from time to time and as set forth in applicable Schedules.

3.2 You shall obtain at your own expense all licences, permits, and consents that may be necessary for the use of the Platform and/or the Services.

4. ACCESS TO THE PLATFORM AND SERVICES

4.1 You may not access or use our Platform and/or Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where:

4.1.1 your access or use of our Platform and/or Services would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory organisation; or

4.1.2 we have determined, at our sole discretion, to prohibit access or use of the Platform and/or Services.

4.2 In accordance with clause 4.1, we may implement certain controls to restrict or deny access to our Platform and/or Services from any jurisdiction where access is prohibited.

4.3 You agree that you will comply with this clause, even if our methods to prevent access or use of our Platform and/or Services are not effective or able to be bypassed.

5. YOUR USE OF THE PLATFORM AND SERVICES

5.1 You must not use our Platform or Services:

5.1.1 in any way that breaches any law, rule, decision, judgment or regulation, or that has any unlawful or immoral purpose or effect;

5.1.2 to transmit, or procure the sending of any unsolicited or unauthorised advertising, promotional material or similar communications;

5.1.3 to send, knowingly receive, upload, download, publish, post, distribute, disseminate, transmit, use or re-use any material or information which is inaccurate, illegal, defamatory, libellous, obscene, offensive, abusive, hurtful, hateful, threatening, inflammatory, harmful, infringing, pornographic, discriminatory, indecent, unsolicited, unauthorised, unlawful, objectionable or which may expose you or us to legal action or reputational damage; or

5.1.4 to threaten, harass, stalk, abuse, disrupt others, or otherwise violate the rights of others.

5.2 You also agree not to:

5.2.1 advertise or sell any goods or services to other users of the Platform or the Services or to benefit commercially from its content; or

5.2.2 access without authority, interfere with, damage or disrupt, any part of our Platform; any equipment or network on which our Platform is stored; any software used in the provision of our Platform or Services; or any equipment, network or software owned or used by any third party.

5.3 When you are asked to provide information in connection with our Platform or Services, you agree to provide true, accurate, current and complete details. It may not be possible to provide you with the relevant access, Services or information you require if you do not provide the minimum mandatory information requested.

5.4 Except as expressly permitted in relation to a particular Service you shall not:

5.4.1 copy, modify, reverse engineer, reverse assemble or reverse compile or store the Platform or Services or any part thereof;

5.4.2 license, sublicense, transfer, sell, resell, publish, reproduce, and/or otherwise redistribute the Platform or the Services or any components thereof in any manner (including, but not limited to, via or as part of any internet site);

5.4.3 use the Platform or the Services as part of your intranet or other internal network; or

5.4.4 create archival or derivative works based on the Platform or the Services or any portion thereof. You shall take all precautions that are reasonably necessary to prevent any unauthorized distribution or redistribution of the Platform or the Services.

5.5 You agree that you will not provide access to the Platform or the Services or any portion thereof to any person, firm or entity other than an individual or entity ("an Authorised Third Party") expressly permissioned by you. You shall ensure that any Authorised Third Party complies with the terms and conditions of these Terms of Use, and you shall remain responsible for such compliance. You shall be liable to us for the actions of any Authorised Third Party.

5.6 Your use of the Platform and/or Services is at your own risk.

5.7 You understand, acknowledge and accept that we make no warranty whatsoever, express or implied, to you as to the Platform and/or Services, and that the Platform and/or Services are provided to you “as is” and you use them at your sole risk.

5.8 We expressly disclaim any implied warranties or merchantability or fitness for a specific purpose in relation to the Platform and/or Services.

5.9 You acknowledge and agree that:

5.9.1 You are solely responsible for evaluating the accuracy, timeliness, and completeness of any and all information provided to you via the Platform and/or relevant Services;

5.9.2 You have made your own decision that the Platform, the Services, and these Terms of Use are suitable for and acceptable to you and you have not relied on any other statement, representation or warranty that we or our affiliates or third party providers have made in making your decision.

5.9.3 Neither the Platform or Services or information provided to you through the Platform or Services are intended as investment, financial, tax, accounting or legal advice. A reference to a particular product on the Platform or in the Services is not a recommendation to buy, sell or hold such product or to make any other investment decision. We are not offering any advice in this regard and you agree that your use of the Platform and/or Services and any decisions that you make in reliance on information contained within the Platform and the Services are made at your own risk.

5.9.4 By accessing the Platform and utilising relevant Services in any way, you expressly acknowledge understand and agree to the information provided in the Schedule 11 – Risk Statement, which forms an integral part of these Terms of Use and represent that you understand the inherent risks associated with cryptographic tokens, digital assets, digital ledger technology and blockchain-based software systems; and warrant that you have an understanding of the usage and intricacies of native cryptographic tokens and its underlying technology, such as the TDTT and blockchain-based software systems.

5.9.5 the Platform and the Services may be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of THESAURUM to continue to develop, or which could impede or limit your ability to access or use the Platform and/or the Services.

5.9.6 Cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies and the Platform and the Services, which could result in the theft or loss of your cryptographic tokens or property. To the extent possible, THESAURUM intends to update the protocol underlying the Platform and the Services to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Platform and the Services, you acknowledge these inherent risks.

5.9.7 You understand that TDTT and other blockchain technologies and associated currencies or tokens are highly volatile due to many factors including but not limited to adoption, speculation, technology and security risks. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the blockchain. You acknowledge these risks and represent that THESAURUM cannot be held liable for such fluctuations or increased costs.

5.9.8 The Platform and/or the Service provide links to other internet or accessible sites, applications or resources. Because we have no control over such sites, applications and resources, you acknowledge and agree that THESAURUM is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that THESAURUM 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 content, goods or services available on or through any such site or resource.

5.9.9 You are opting in to receive yield benefits, you agree that you have completed our registration processes truthfully and to the best of your ability. You also agree to utilize our system, and to receive any yield benefits, according to our terms of use. Registered Wallets which contain TDTT will accrue yield benefits only if the wallet has been registered with THESAURUM, the individual user has completed THESAURUM’ KYC process, and the user has elected to opt-in to receive such benefits. “Registered Wallets” include 1) THESAURUM wallets linked to a KYC-verified user’s THESAURUM account, 2) External third-party wallets which have been linked to a KYC-verified user’s THESAURUM account. Benefits will be distributed to the THESAURUM account

only. Users who do not register their wallet with THESAURUM, do not complete KYC, do not opt-in to receiving yield benefits, or any combination thereof will not be eligible to receive yield benefits of any kind. Additionally, any user who has, in THESAURUM's sole discretion, violated our terms of use will not be eligible to receive yield benefits of any kind and may have their account terminated. By opting-in to receiving yield benefits you acknowledge that you are not entitled to receive yield benefits solely by owning; purchasing; or holding KAU, KAG, or any other asset issued by THESAURUM. If you chose not to opt-in to receive yield benefits, no yield benefits will accrue even if TDTT are present in a Registered Wallet. If all TDTT is removed from a Registered Wallet, accrual of yield benefits will cease. Further, if all TDTT is moved from a Registered Wallet to a non-registered wallet, accrual of yield benefits will cease. By opting-in to receiving yield benefits, you are warranting to us that you are the rightful owner of the wallet and that you have satisfied our registration and KYC/AML prerequisites. By proceeding you confirm you wish to opt-in to receive yield benefits from your registered wallet.

5.10 You represent and warrant that:

5.10.1 you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms of Use and to abide by and comply with these Terms of Use.

5.10.2 you are of the legal age of majority in your jurisdiction as is required to access the Platform and/or Services and enter into arrangements as provided by the Services. You further represent that you are otherwise legally permitted to use the Services in your jurisdiction including owning cryptographic tokens of value, and interacting with the Platform or Services in any way. You further represent that you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that we are not liable for your compliance with such laws.

6-10

6. LIMITATION OF LIABILITY & INDEMNITY

6.1 For the avoidance of doubt this clause shall apply to all aspects of the Platform and Services. Except as otherwise required by applicable law, neither we, nor our affiliates, respective directors, officers, shareholders or employees, or agents accept any responsibility and shall not be liable for any and all losses or damages whatsoever, including but not limited to losses arising from trading Third-Party Tokens offered through the Platform, including those due to the execution of an order on the THESAURUM Exchange for which slippage or gapping may occur, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

6.1.1 use of or reliance on any information, opinions, content and/or material held on this Platform or made available in connection with the Platform and/or the Services; or

6.1.2 interruption or delay, mispricing, erroneous trades or complete irretrievable loss of all information, data, access, use of, or inability to use or access, line or system failure in connection with, or security threat relating to, the Platform, Services, and/or any digital assets available to trade thereon, including but not limited to: special, indirect, incidental, punitive or consequential damages, loss of profits, sales, business, or revenue; loss of data; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; wasted management time; or any indirect or consequential loss or damage.

6.2 Except as otherwise required by applicable law, we will not be liable for any loss or damage caused to you and your information technology, devices, computer programmes, platform, data or other proprietary material arising in connection with your use of this Platform and/or the Services, including as a result of Third-Party Tokens traded, held or purchased through the Platform and any actions or failures of their providers.

6.3 To the fullest extent permitted by law, you agree to indemnify and hold harmless THESAURUM, its affiliates and respective officers, agents, and employees from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney's fees) resulting from or arising out of your, or any agent acting on your behalf, use of the Platform or the Services or arising out of any failure by you or any agent acting on your behalf to fully observe these Terms of Use or by reason of any use by you or such agent of any information or images provided on the Platform or through the Services including but not limited to any liability or losses arising from trading Third-Party Tokens.

6.4 This limitation of liability under Clause 6 will not apply or relate to the underlying Diamonds held in our

custody as represented by TDTTtokens.

6.5 With the exception of Clause 6.4, anything to the contrary in these Terms of Use, in the event that we are determined to be liable to you for any cause, you expressly agree that in entering into these Terms of Use, our aggregate liability, for any damages or losses under all causes of action, will not exceed the greater amount of the value of the client holdings held by THESAURUM.

6.6 Neither we, nor our affiliates, third party providers or respective directors, managers, officers, shareholders, employees or agents make any warranty with respect to, and no such party shall have any liability to you for:

6.6.1 The accuracy, adequacy, timeliness, completeness, reliability, performance or continued availability of the Platform and/or Services; or,

6.6.2 Delays, omissions, mispriced trades, erroneous transactions or interruptions to the Platform and/or Services;

6.7 We have not verified, monitored, reviewed or authenticated in whole or in part the information and materials which comprise the Platform and the Services which may include inaccuracies or typographical or other errors.

6.8 THESAURUM reserves the right, at its sole discretion, to reverse any transaction determined to have been executed due to mispricing, erroneous or unintended trading conditions, and to claw back any funds, assets, or profits gained as a result of such transactions, with the intent of restoring the Parties to the financial position they would have been in had the error not occurred, including taking such actions without prior notice if necessary to protect the financial integrity of THESAURUM.

6.9 To the maximum extent permitted by law, THESAURUM shall not be liable under any circumstance whatsoever, under any legal theory whatsoever for loss of or damage to your Account, resulting from confiscation, seizure, appropriation, expropriation, requisition for the title of use or willful destruction of the Diamonds, or portion thereof, by/or under the order of any Government (whether civil, military or de facto) and/or public authority.

6.10 THESAURUM shall not be liable for any inability or failure to deliver upon any undertaking, representation, warranty or otherwise, given during the ordinary course of its business; including the obligation to fulfil any of its obligations under these Terms of Use, in a period during which it may be precluded from so doing due to the direct or indirect result of any matter or event beyond THESAURUM' reasonable control including unusual trading conditions, technical failure, labour dispute, judicial action, acts of any government or government agency or subdivision, fire, flood or storm, riot, sabotage, civil disobedience, insurrection, or either declared or undeclared war.

7. FORWARD-LOOKING STATEMENTS

7.1 Certain statements on the Platform may constitute "forward-looking statements" within the meaning of the safe harbour provisions of the US Private Securities Litigation Reform Act or similar applicable regulation. In some cases, these statements are identifiable by the use of forward-looking words such as "may," "might," "will," "should," "expect," "plan," "anticipate," "believe," "estimate," "predict," "potential" or "continue," and the negative of these terms and other comparable terminology. Such forward-looking statements which are subject to known and unknown risks, uncertainties and assumptions about THESAURUM, may include, but are not limited to, projections of future financial performance of relevant products based on our relevant strategies and anticipated trends in our business and industry, statements concerning THESAURUM' plans, objectives, expectations and intentions and other statements that are not historical or current facts.

Forward-looking statements are only predictions based on our current expectations about future events. They involve risks and uncertainties that could cause actual results, level of activity, or performance to differ materially from those expressed or implied in such forward-looking statements. Factors that lead to THESAURUM' performance to differ materially from current expectations include, but are not limited to: implementation of strategic initiatives, economic, political and market conditions and fluctuations, government and industry regulation, interest rate risk and market competition.

These risks and uncertainties are not exhaustive and forward-looking statements are based on a number of assumptions that are subject to change. We operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible to predict all risks and uncertainties, nor can we assess the impact that these factors will have on our business or the extent to which any factor, or combination of factors, may cause actual results, level of activity, performance or achievements

to differ materially from those contained in any forward-looking statements.

Our inclusion of such projections in any report or document should not be regarded as a representation that the projections will prove to be correct. We do not assume responsibility for the accuracy or completeness of any of these forward-looking statements. You should not rely upon forward-looking statements as predictions of future events. We are under no duty to update any of these forward-looking statements after the date of any report to conform our prior statements to actual results or revised expectations and we do not intend to do so.

8. VIRUSES AND DEFECTS

8.1 We have taken appropriate steps to detect computer viruses but we cannot guarantee that our Platform and/or Services are free from malfunctions, defects, bugs and viruses; or that the Platform will operate correctly and as expected, at any given time. We shall not be liable for any loss or damage which occurs as a result of any virus, including without limitation any distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other materials.

8.2 You are responsible for configuring your information technology, devices, computer programmes and platform in order to access our Platform and Services and for protecting these with your own anti-virus software, firewalls and any other technical measures. We give no warranties as to the compatibility of our Platform and Services with your information technology, computer programmes and platform.

8.3 You must not misuse our Platform or Services by knowingly introducing viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware, and/or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware, or which is otherwise malicious or technologically harmful.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 We are the owner of all intellectual property rights in the Platform and the Services, material published on the Platform and material made available through the Platform and Services, including, but not limited to, all proprietary data, information, content, data, symbology, software, technology, products and documentation. Those works are protected by copyright laws and other intellectual property rights. All such rights are reserved.

9.2 Subject to the limited exceptions set out below, neither this Platform or the Services nor any part of them may be copied, reproduced, modified, publicly displayed, republished, distributed, extracted or reutilised in any form, without the prior written permission of us.

Any breach of this restriction is strictly forbidden and shall cause us irreparable injury that cannot be adequately compensated for by means of monetary damages.

Any breach hereof by you may be enforced by us by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies that may be available. Requests for permission should be sent to us via email at info@tdtt.io

9.3 You must not use any part of the material held on our Platform or made available through it for commercial or business purposes without obtaining a licence to do so from us.

9.4 If you print, copy or download any part of the material held on this Platform or made available through it in breach of these Terms of Use, your right to use this Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9.5 You acknowledge and agree that all copyright and all other intellectual property rights subsisting in anything to which we have granted you a licence pursuant to Clause 3 vests wholly and exclusively in THESAURUM. You hereby assign to THESAURUM absolutely the entire copyright and all other intellectual property rights subsisting in any new intellectual property rights created whether in collaboration or otherwise with you, and all other rights of whatever nature whether now known or created in the future, to which you may be entitled by virtue of the prevailing law in force resultant on the existence of these Terms of Use.

10. PRIVACY

10.1 Our Privacy Policy explains how we collect and use your personal information and additionally provides information about the cookies that we use.

11. TERMINATION OF LICENCE AND ACCESS RIGHTS

11.1 These Terms of Use may be terminated by either Party:

11.1.1 on thirty (30) days' written notice to the other Party; or

11.1.2 immediately by notice in writing to the other Party if the other Party is in material breach of these Terms of Use and, to the extent that the breach is capable of remedy, that breach is not remedied by the other Party within ten (10) Business Days of it receiving notice from the first Party of the details of the breach and the first Party's intention to terminate; or

11.1.3 in accordance with the terms of a Schedule to these Terms of Use.

11.2 These Terms of Use may be terminated by THESAURUM on written notice at its discretion.

11.3 Please see relevant Schedules for consequences of termination of these Terms of Use as appropriate.

12. DISPUTE RESOLUTION

12.1 Neither Party may commence arbitration or litigation against the other, relating to any dispute in respect of obligations or undertakings contained within these Terms of Use, except where that party seeks urgent interlocutory relief from a court, unless the Party has complied with this Clause 12.

12.2 Where a Party fails to comply with this Clause, that Party accepts and subsequently releases the other Party from being bound by the dispute resolution procedure, as detailed below.

12.3 Disputes of Invoices.

12.3.1 If you dispute the amount of any invoice, statement or otherwise as issued by THESAURUM ('Disputed Amount'), you herein acknowledge that you must notify THESAURUM in writing before the date by which the Disputed Amount is payable, or where said payment has already been effected, as soon as is reasonably practicable where such time is not greater than two (2) Business Days.

12.3.2 If you fail to notify THESAURUM pursuant to this Clause, you hereby acknowledge and agree that notwithstanding the fact that the Disputed Amount remains disputed, that it shall be required to make payment in accordance with the ordinary payment terms. Upon finalising the dispute, where the Disputed Amount is found to have been in excess of what was owing to THESAURUM, THESAURUM herein warrants that it shall remit or set-off any amount owing to you as soon as is reasonably practicable.

12.4 Procedure.

12.4.1 In the event a Party instigates a dispute:

12.4.1.1 that Party shall give written notice to the other Party nominating a representative to negotiate the dispute ('Dispute Notice');

12.4.1.2 within five (5) Business Days of receiving the Dispute Notice, the other Party will reply in writing nominating its representative to negotiate the dispute ('Dispute Reply');

12.4.1.3 the representatives of the Parties shall use its best endeavours to negotiate and settle the dispute wherein if any settlement can be achieved, it should be recorded in writing and signed by both representatives wherein said signed agreement shall be deemed to be binding upon the Parties;

12.4.2 Where the dispute has not been resolved within ten (10) Business Days of the receipt of the Dispute Reply, the Parties shall undertake to use its best endeavours to negotiate for a process to resolve the dispute wherein said process is not arbitration or litigation;

12.4.3 Where twenty (20) Business Days has elapsed since receipt of the Dispute Reply and the negotiations for an alternative dispute resolution process have been unsuccessful, the Parties may engage in arbitration followed by litigation.

12.4.4 In the event of the negotiations for an alternative dispute resolution proving unsuccessful in accordance with Clause 12.4.3 the details of the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

12.4.4.1 The number of arbitrators shall be three;

12.4.4.2 The seat, or legal place, of arbitration shall be the City of London;

12.4.4.3 The language to be used in the arbitral proceedings shall be English; and,

12.4.4.4 The governing law of the proceedings shall be the governing law of these Terms of Use, as appropriate.

12.4.5 Costs

12.4.5.1 Any and all costs incurred by a Party in bringing a dispute shall be borne by said Party, unless otherwise agreed during negotiations or ordered during arbitration or litigation.

13. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING FRAMEWORK

13.1 General.

13.1.1 THESAURUM takes its obligations under relevant Anti- Money Laundering Legislation, Financial Crime Legislation, Terrorist Financing Legislation and Sanctions Legislation, rules, guidance and practice (“the Financial Crime Framework”) seriously and endeavours to align its operations with the purposes and provisions as promulgated by the Financial Crime Framework.

13.1.2 THESAURUM shall operate thorough monitoring, identification and verification programs to assist it in discharging relevant obligations within the Financial Crime Framework.

13.1.3 THESAURUM undertakes to be proactive in the fulfilment of its obligations under the Financial Crime Framework and as such will conduct ongoing, annual audit checks upon collected and held monitoring, identification and verification information to ensure compliance with relevant Financial Crime Framework Obligations.

13.1.4 THESAURUM undertakes to ensure that information retained in the discharge of THESAURUM’ obligations under the Financial Crime Framework is protected in accordance with relevant security requirements and standards.

13.1.5 THESAURUM reserves the right, and you hereby grant THESAURUM an absolute and irrevocable right to release any information collected by THESAURUM in order to discharge its obligations under the Financial Crime Framework to the relevant government authorities, regulatory bodies and/or other necessarily empowered organisations without notice provided the release of information is required to satisfy THESAURUM’s corresponding obligations s or is required under the Financial Crime Framework.

13.1.6 THESAURUM reserves the right to request from you any additional information that is required to allow THESAURUM to discharge relevant obligations under the Financial Crime Framework. Where THESAURUM has requested documentation from you, and you refuse to comply with the request whether, expressly, impliedly or by conduct; at such time of refusal, THESAURUM may revoke, suspend or terminate your access to THESAURUM Mint.

13.1.7 Where THESAURUM has retained, collected and/or recorded information pursuant to these Terms of Use, THESAURUM reserves the right to charge a reasonable administrative fee for a request from you to view any and all retained, collected or recorded information relating to you.

13.1.8 With respect to Clause 13.1.7, any information retained, collected and/or recorded by THESAURUM during its operations shall only be accessible by you on specific terms, unless otherwise required by applicable law.

13.1.9 You acknowledge and agree that THESAURUM may utilise electronic verification methods to verify your identity in order to discharge its obligations under the Financial Crime Framework. Where you do not wish THESAURUM to utilise electronic verification methods to verify your identity please contact THESAURUM in writing at its address for notice detailed in Clause 17.3 requesting an alternative means of verification.

13.1.10 Without limiting the aforementioned electronic verification methods as detailed in Clause 13.1.9, THESAURUM may request a credit reporting agency, or any analogous organisation, to provide an assessment of whether the personal information provided to THESAURUM including within a completed Service Registration Form matches (in whole or part) personal information contained in a credit information file in the possession or control of the credit reporting agency. Alternatively, you acknowledge that THESAURUM may request a credit reporting agency, or any analogous organisation, to prepare and provide such an assessment.

13.1.11 With respect to Clause 13.1.10, you acknowledge that the credit reporting agency, or an analogous organisation, may use the personal information provided by you within a completed Service Registration Form for the purpose of making such an assessment.

13.1.12 Where THESAURUM is unable to verify your identity via electronic verification methods, THESAURUM shall contact you detailing said inability and provide all such reasonable information to you as is required, in addition to offering an alternative means of verification.

14. VALUE-ADDED TAX AND SALES TAX

14.1 Interpretation.

14.1.1 In this Clause 14, Value-Added Tax and Sales Tax (‘Tax’) refer to a variety of indirect taxes that may be imposed on the storage, delivery or purchase/sale of precious metals which vary depending on the location of

the customer, the location of the vault where the precious metals are stored, the location to which the goods are being delivered.

14.2 Tax Gross-Up.

14.2.1 Subject to Clause 14.2.2, if a Party makes a supply under or in connection with these Terms of Use in respect of which Tax is payable, the consideration for the supply but for the application of this Clause 14.2 (Tax Exclusive consideration) is to be increased by an amount equal to the Tax exclusive consideration multiplied by the rate of Tax prevailing at the time the supply is made.

14.2.2 Clause 14.1.1 does not apply to any consideration that is expressed in this Agreement to be inclusive of Tax.

14.3 Reimbursements and Indemnification.

14.3.1 If a Party reimburses or indemnifies another Party for a loss, cost or expenses, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other Party is entitled to for the loss, cost or expenses, and then increased in accordance with Clause 14.2.

15. CHANGES TO THIS PLATFORM.

15.1 You acknowledge and agree that we may update this Platform from time to time, change the content at any time and we may suspend, withdraw, discontinue or change all or any part of this Platform and the Services without notice. As such, there may be times when this Platform and/or the Services are unavailable for use.

16-20

16. CHANGES OF THESE TERMS OF USE.

16.1 You acknowledge and agree that THESAURUM may amend these Terms of Use, the Privacy Policy and related Schedules at any time by posting the amended agreements on the THESAURUM website. The updates will be effective as of the time they are posted. Your continued use of the Services after the posting of an update constitutes your acceptance of the amendment. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and close your account.

16.2 Should one or more provisions of these Terms of Use be or become invalid or unenforceable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions of these Terms of Use. In place of any provisions which are invalid or not incorporated in these Terms of Use the relevant statutory provisions shall apply. In all other cases, the parties shall agree to a valid provision to replace the invalid or unenforceable provision which reflects as closely as possible the original purpose.

17. CONTACT US & NOTICE.

17.1 If you have any questions about these Terms of Use, or if you would like to receive a hard-copy version of these Terms of Use, you can contact us at info@THESAURUM.money.

17.2 If you are seeking to provide notice under these Terms of Use,

17.2.1 Unless otherwise indicated in these Terms of Use, all notices, consents and other documents authorised or required to be given by or pursuant to these Terms of Use must be given in writing and either personally served or sent by pre-paid registered letter or emailed as appropriate, unless otherwise mutually agreed by the Parties.

17.2.2 Receipt of Notice: a notice, request, consent or other authorised documentation will be deemed received only when actually received or delivered pursuant to Clause 17.2.1.

17.3 Address for Notice.

17.3.1 THESAURUM's address for notice shall be as follows:

17.3.1.1 by email to: info@tdtt.io; and,

17.3.1.2 by post to: Banco Delta Building, 6th Floor – Suite 604D, Panama City, Republic of Panama

17.3.2 Your address for notice shall be the address as detailed in the completed Service Registration Form, as updated from time to time.

17.3.3 With respect to Clause 17.3.2, you shall be solely responsible for informing THESAURUM of any address change for such service of notices. If you do not inform THESAURUM of a change in your address for notice, and THESAURUM subsequently serves notice upon your previous address where THESAURUM has complied with

all requirements specified within this Agreement; said service shall constitute valid receipt of a notice pursuant to Clause 17.2.2.

18. FEES.

18.1 Fees in respect of relevant Platforms and/or Services are as detailed in the Fee Schedule.

19. CONFIDENTIALITY

19.1 Each Party undertakes to apply to all Confidential Information disclosed in accordance with the provisions of these Terms of Use the same degree of care with which it treats and protects its own proprietary information against public disclosure and not to disclose any Confidential Information to any other party without the written consent of the other Party.

19.2 With respect to Clause 19.1, each Party acknowledges that disclosure of Confidential Information may be required by an applicable law, regulation or court order and the other Party herein releases the receiving Party from any breach as a result of such compelled disclosure pursuant to the terms of this Agreement.

19.3 With respect to Clause 19.1, you acknowledge that THESAURUM may disclose information regarding your Account to the following persons:

19.3.1 THESAURUM's head office, parent corporation, subsidiaries and/or any other organisation with a common directorship;

19.3.2 consultants and advisors contracted by THESAURUM with respect to the management or operation of THESAURUM;

19.3.3 any rating agency, insurance provider or credit protection organisation; and

19.3.4 any court, tribunal or regulatory body with jurisdiction over THESAURUM and/or you.

20. GENERAL.

20.1 Publicity. You permit us to publicly mention you as our client on our website and/or marketing materials.

20.2 Force Majeure. Except for any payment obligations you may have under these Terms of Use, neither Party shall be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, power failure or any other cause beyond its reasonable control.

20.3 Waiver. No waiver by either Party of any default by the other in the performance of any provisions of these Terms of Use shall operate as a waiver of any continuing or future default, whether of a like or different character.

20.4 Assignment. You shall not assign or transfer these Terms of Use without our prior written consent, and any attempted assignment or transfer shall be null and void and shall constitute a material breach of these Terms of Use. THESAURUM may assign all or part of its rights and obligations under these Terms of Use at its discretion. On the effective date of any valid assignment pursuant to this Clause 20.4, the assignor shall be released from all obligations and liabilities arising under these Terms of Use or, in case of a partial assignment by THESAURUM, from all obligations and liabilities arising from the parts of these Terms of Use that have been assigned.

20.5 Entire Agreement. These Terms of Use, taken together with (i) the completed Service Registration Form and (ii) applicable Schedules to these Terms of Use, represents the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements, representations, discussions, understandings or writings between the Parties with respect to its subject matter. In the event of a conflict or inconsistency between the terms of this Agreement, and the terms of any Service Registration Form or Schedule, these Terms of Use shall prevail.

20.6 Compliance with Applicable Law. You will comply with any and all laws, rules, regulations or orders applicable to your receipt of and use of the Platform and the Services.

20.7 Authority to Enter into the Terms of Use. The parties represent and warrant that they have all necessary power and authority to execute and perform these Terms of Use, and these Terms of Use are a legal, valid and binding agreement, enforceable against each Party in accordance with its terms.

20.8 Survival. Clauses 2, 3, 4, 5, 6, 8, 9, 11, 12, 13.1.8, 14, 17, 19 and 20.14 shall survive any termination of

these Terms of Use.

20.9 Headings. The headings in these Terms of Use are intended for convenience of reference and shall not affect its interpretation.

20.10 If any provision of these Terms of Use (or any portion thereof) shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of these Terms of Use shall not in any way be affected or impaired thereby.

20.11 The Parties to these Terms of Use are independent contractors, and nothing in these Terms of Use will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. Neither Party is an agent or representative of the other or is authorized to make any warranties or assume or create any other obligations on behalf of the other.

20.12 Counterparts. By indicating a particular Service within a Service Registration Form and then proceeding to use such Service the terms of the relevant Service Schedule shall be incorporated into and form part of the Terms of Use and your agreement with THESAURUM. In the event of conflict with any other terms of the Terms of Use, shall prevail over such terms.

20.13 Telephone Recording. THESAURUM may record and/or monitor incoming or outgoing communication, on any advertised, operated or related telephone numbers of THESAURUM, under or in connection with these Terms of Use without any prior notice to you. Where a recording is made pursuant to this Clause 20.13, said recording shall be the sole property of THESAURUM and evidence the truth of its contents. You acknowledge that it shall not be entitled to access, copy, compel delivery or otherwise, any recording whatsoever unless otherwise required by law.

20.14 You agree that, except as otherwise expressly provided in these Terms of Use, there shall be no third-party beneficiaries to these Terms of Use.

21. WAIVER.

21.1 Our rights under these Terms of Use may and only be waived in writing.

22. GOVERNING LAW.

22.1 THESAURUM DIAMOND TRADING Inc.

22.1.1 These Terms of Use as they relate to the above heading's Services and Platforms are governed by the laws of the Republic of Panama and you agree to the exclusive jurisdiction of the courts of the Republic of Panama unless otherwise specified within a Schedule as appropriate. To the extent the law permits, these Terms of Use prevail to the extent they are inconsistent with any law.

22.2 THESAURUM Exchange.

22.2.1 These Terms of Use as they relate to the above heading's Services and Platforms are governed by the laws of Panama Islands and you agree to the exclusive jurisdiction of the courts of Republic of Panama, unless otherwise specified within a Schedule as appropriate. To the extent the law permits, these Terms of Use prevail to the extent they are inconsistent with any law.

23. NO FINANCIAL ADVICE.

23.1 THESAURUM is not your broker, intermediary, agent, or advisor and has no fiduciary relationship or obligation to you in connection with any trades or other decisions or activities effected by you using the Services. No communication or information provided to you by THESAURUM is intended as, or shall be considered or construed as, investment advice, financial advice, trading advice, or any other sort of advice. All trades are executed automatically, based on the parameters of your order instructions and in accordance with posted Trade execution procedures, and you are solely 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. You should consult your legal or tax professional regarding your specific situation.

THESAURUM does not recommend that any digital asset should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any digital asset, you should conduct your own due diligence and consult your financial advisors before making any investment decision. THESAURUM will not be held

responsible for the decisions you make to buy, sell, or hold digital assets based on the information provided by THESAURUM.

RISK STATEMENT

By using the Services via the Platform (as defined in the Terms of Use) you are exposed to certain risks which are explained in this Risk Statement (hereinafter – the “Statement”). The Statement is directly related to the Platform (hereinafter – the “Agreement”). The Agreement, the Statement and other related documents form an integral part of the Agreement, together constituting one document, which is legally binding to you. Please read this document carefully

This Statement offers information regarding the risks associated with our Services, which may be provided either by us or our partners. It is worth noting that these Services involve a significant degree of risk and may not be suitable for every individual, whether they are a legal entity or a natural person.

This section is designed to provide general information regarding the risks associated with the Services. However, it is not intended to provide a complete or exhaustive disclosure of all the risks or other circumstances associated with using the Services. Additionally, this information does not address how these risks may relate to the personal circumstances, financial status, or risk tolerance of an individual. It should not be construed as a definitive or ultimate evaluation of the risks associated with the Services. There may be additional risk factors that are not disclosed in this Statement because they are either unknown or considered insignificant at the time of publication.

The decision to use our Services should not be made solely on the basis of the following risk factors.

The following risks shall be considered when using our Services:

1.1. Business Continuity Risk. It is possible that the Services or your digital assets will cease to be used by a large number of individuals, businesses and other organisations and that there will be limited public interest in the creation and development of additional functionalities. Our Services, as developed, may not meet your expectations. You acknowledge that the Services or any part of the Services may never be fully developed, completed or released to meet your individual expectations. The Internet industry is comprised of a number of participants and is subject to rapid change and competition we face from other organisations, some of which may have greater financial, technical and marketing resources. Increased competition could result in under-utilisation of employees, reduced operating margins and loss of market share;

1.2. Digital Currencies risks. Digital currencies are backed by technology and trust. Digital currencies are decentralized and unregulated digital currencies. They neither have a centralized issuer, nor an institution in control of its supply, value or turnover. They are generally not legal tender and are not backed by governments. The circulation and trading of digital currencies on the market depends on the consensus on its value between the relevant market participants. Digital currencies are primarily used by speculators and are used relatively less on retail and commercial markets;

1.3. Digital Currency Protocol Risk. We do not own or control the underlying software protocols which govern the operation of digital assets / digital currencies supported by digital currency exchange. Generally, the underlying protocols are ‘open source’ and anyone can use, copy, modify, and distribute them. We are not able to guarantee the functionality or security of network operations. You acknowledge and accept the risk that underlying software protocols relating to any digital currency you receive by generating request may change. In particular, the underlying protocols are likely to be subject to sudden changes in operating rules (forks). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the digital currency you are receiving by request generated;

1.4. Internet and Systems Risk. There are inherent defects in electronic distribution and data transmission over the internet which may result in delays, omissions, transmission blackouts, interruptions, breaches of security, corruption, unavailability of access in connection with the Services. The Services and digital currencies are based on blockchain technologies and protocols. Any malfunction, failure, mistake, error, breach, breakdown, forking, abandonment, unintended function, unexpected functioning of or attack on any blockchain or protocol

used may cause Services to malfunction or function in an unexpected or unintended manner and may have a material adverse effect on your receiving payment in digital currencies;

1.5. IT Security Risk. The Services and digital currencies rely on blockchain technologies and protocols that are subject to cybersecurity risks, including the risk of cyber-attacks, malicious software, and other computer viruses that may have destructive features, such as computer worms, Trojan horses, or spyware;

1.6. Legal and Regulatory Risk. Digital assets as well as digital currencies are unregulated and cannot be considered as official government backed currency or asset. The legal status of digital assets and digital currencies is uncertain and undefined, and is subject of change under different jurisdictions. Certain jurisdictions, including, but not limited to, your and our jurisdiction, may apply existing regulations on or introduce new regulations addressing digital assets or digital currencies and/or the Services, which may result in substantial modifications of the Services, including potential loss of your digital assets or digital currencies and their value. Furthermore, such jurisdictions may make it illegal to operate in such jurisdiction and/or use digital assets and / or digital currencies or make it commercially undesirable to obtain the necessary regulatory approvals to operate in such jurisdictions;

1.7. Market Fluctuation Risk. We cannot and do not guarantee the value of digital currencies or digital assets. You acknowledge and agree that the value of digital currencies or digital assets is highly volatile and that buying, selling, and holding digital currencies or digital assets involves a high risk. In addition, the digital currencies or digital assets network being used is solely responsible for verifying and confirming proposed transactions that you submit via the Services, and we cannot confirm, cancel, or reverse digital currencies-to-digital currencies transactions. However, we are responsible for confirmation of digital assets network's completion of a transaction. A digital currencies network is operated by a decentralised network of independent third parties of which we have no influence over. Once a transaction request is submitted to digital currencies network via the Services, digital currencies network will automatically complete or reject the request and you will not be able to cancel or modify transaction request in progress. You acknowledge and agree we are not responsible for any errors or omissions that you make in connection with any digital currencies transaction initiated via the Services. The Services help you submit your digital currencies transaction request for confirmation to the digital currencies network. We have no control over the digital currencies network and cannot ensure any transaction request you submit via the Services will be completed. You acknowledge and agree that the transaction requests you submit via the Services may not be completed, or may be substantially delayed, by the digital currencies network. When you complete a transaction request via the Services, you authorise us to submit your transaction request to the digital currencies network in accordance with the instructions you provide via the Services;

1.8. Market Risk. The market of digital assets is decentralized, unregulated, new, unconfirmed and uncertain. The market is determined by demand and supply only. It will not necessarily expand or evolve. Moreover, it may abruptly cease to exist. Therefore, there is never a guarantee that there will be an active market for you to sell, buy, trade or perform other transactions with digital assets. The market information relating to the past performance of Virtual Currency transactions is not necessarily a guide to its performance in the future;

1.9. Other Risks. There may be other risk factors (other than those mentioned above) independent of us that may have a negative impact on the overall provision of Service;

1.10. Payment Rejection Risk. There is a risk that digital assets related payment may be rejected due to non-compliance with AML regulations and / or our compliance requirements. Accordingly, such digital assets related payment would be sent back to initial payer by deducting all transaction fees. Notably, the fees, applicable to reversible transaction, may substantially differ from the fees, applicable for incoming payment;

1.11. Price and Liquidity Risk. The market for digital assets (i.e., digital currencies etc.) has varying degrees of liquidity and a history of extreme volatility in terms of both price and liquidity. There is never a guarantee that the market will be liquid. We cannot and do not guarantee any market liquidity or value for any digital currently in the future. You must understand that the current value or price of any digital asset can drop as low as zero at any point;

1.12. THESAURUM DIAMOND TRADING is an advanced trading environment. If you're unfamiliar with any of these features or the potential risks, please proceed with caution. Your trades are your responsibility, and it's crucial to assess your risk tolerance and experience level before engaging in trading with THESAURUM.

1.13. Safety and Fraud Risk. Digital assets and digital currencies, including, but not limited to, products and services associated with them, are prone to being misused for illegal or fraudulent activities by bad actors due to the anonymity of transactions and you would be adversely affected if law enforcement agencies investigate any alleged illicit activities. You understand and accept that hackers or other groups or organizations may attempt to steal your digital assets / digital currencies or otherwise attack, interrupt or cease our business or usage of your digital assets / digital currencies;

1.14. Third Party / Counterparty Risk. Some of the Services may be provided via third parties, including Third-Party Tokens. There is a risk that relations with third parties and other partners may break, therefore there is a possibility of disruption in the Services continuity. Also, such third parties may lose your funds or digital currencies, may become insolvent, may suffer security or contractual breaches and may not provide any legal protection in regards to your funds or digital currencies. We shall not be liable to any extent for the inaction, damages or other losses that you may incur due to reasons related to the third parties, including Third-Party Tokens.

The above list does not identify risks that may be additionally associated with the usage of a third party's websites / platforms or services therefore it is your responsibility to carefully familiarize yourself with such before starting to use any of services, content or products of a third party.

As part of your assessment of the suitability of the Services, you acknowledge and agree to conduct your own research and carefully evaluate each of the risk factors outlined in this Statement, as well as all other information provided in the Agreement, including any related documents. By using the Services, you confirm that you fully comprehend and assume all potential risks that may directly or indirectly result from your use of the Services.