

JEEVES INC.

Stablecoin Wallet Services

Terms and Conditions

Version 1.0 – July 2026

These Terms govern your access to and use of Jeeves' Stablecoin Wallet Services and Products, including the embedded third-party wallet infrastructure, stablecoin rails, custody layer, and related features described herein.

By activating a Jeeves Wallet, initiating any transaction through Stablecoin Wallet Services, or otherwise using or accessing these features, you agree to be bound by these Terms in their entirety.

If you do not agree, do not activate a Wallet or use the Stablecoin Wallet Services.

These Terms are supplemental to and incorporated by reference into any applicable Program Agreement (including any amendment or addendum), Privacy Policy, Fee Schedule, or other terms of service, applicable to your jurisdiction. In the event of any conflict, these Terms shall govern with respect to the Stablecoin Wallet Services.

1. Parties, Contracting Entities, and Scope

1.1 Platform Administrator

Jeeves Inc., a Delaware corporation with registered address at 251 Little Falls Drive, Wilmington, Delaware 19808, United States ("Jeeves," "we," "us," or "our"), is the technology services provider and program administrator of the Stablecoin Wallet Services. Jeeves acts solely in the capacity of a technology platform and program administrator. Jeeves is not a bank, not a money services business in any jurisdiction unless expressly licensed as such, not a virtual asset service provider ("VASP") unless expressly licensed as such, and not a custodian of virtual assets or fiat currency.

1.2 Local Affiliates

Depending on your jurisdiction, your commercial relationship with respect to locally regulated elements of the Services may involve one or more Jeeves affiliate entities, each of which operates under separate local authorizations and contractual arrangements for full legal compliance.

1.3 Third-Party Service Providers

The Stablecoin Wallet Services are assembled from the regulated and specialized infrastructure of third-party partners. The key partners as at the date of these Terms include several locally established banks in multiple jurisdictions, technology and systems providers, and cybersecurity control suppliers, and, among the principal ones are:

- Privy, Inc. (a Stripe, Inc. company).
- Bridge Financial Technologies, Inc. (a Stripe, Inc. company).
- OpenFX Ltd.

- Circle Internet Financial, LLC.
- TRM Labs, Inc.
- Notabene, Inc.

Jeeves is not responsible for, and makes no representation or warranty with respect to, the acts, omissions, availability, performance, accuracy, or regulatory status of any Third-Party Service Provider. Each Third-Party Service Provider is an independent entity subject to its own terms, conditions, privacy policies, and regulatory obligations. Jeeves does not control and is not a party to any agreement between Customer and any Third-Party Service Provider, except to the extent Jeeves expressly states otherwise in writing.

Customer acknowledges that certain components of the Stablecoin Wallet Services (including embedded wallet and key management infrastructure provided by Privy) may require Customer to accept or comply with additional third-party terms presented in-product or otherwise made available by Jeeves or the applicable Third-Party Service Provider, and Customer agrees to comply with such terms as a condition of using the Stablecoin Wallet Services.

1.4 No Direct Contractual Relationship with Third-Party Service Providers

Certain Third-Party Service Providers, including Privy, Inc., do not enter into and will not enter into any direct contractual relationship with Customer, notwithstanding Customer's use of, or reliance on, the infrastructure, technology, or services such Third-Party Service Providers provide. No Third-Party Service Provider owes any contractual duty, warranty, or obligation to Customer, and Customer has no right of direct recourse against any Third-Party Service Provider under these Terms. Customer's sole and exclusive contractual remedy for any act, omission, failure, error, unavailability, or deficiency of a Third-Party Service Provider in connection with the Stablecoin Wallet Services is against Jeeves under these Terms, subject in all respects to Section 8 (Custody, Asset Safety, and Limitation of Liability for Losses). Notwithstanding the foregoing, if a Third-Party Service Provider requires or elects to enter into separate terms directly with Customer (as contemplated by Section 1.3), the relationship between Customer and that Third-Party Service Provider will instead be governed by those separate terms to the extent of any conflict with this Section 1.4, and Customer's rights and remedies against that Third-Party Service Provider, if any, will be as set out in those separate terms and not under these Terms.

1.5 Customer Responsibility for Cross-Border Provision of Services

The Stablecoin Wallet Services described in these Terms are made available to Customer by Jeeves Inc., a Delaware corporation, irrespective of Customer's jurisdiction of incorporation, operation, or principal place of business. Jeeves does not represent, warrant, or covenant that Jeeves Inc.'s provision of the Stablecoin Wallet Services from the United States is licensed, authorized, permitted, or otherwise compliant with Applicable Law in Customer's jurisdiction, including without limitation local licensing, money transmission, virtual asset service provider, foreign exchange control, capital account, and cross-border services regulations. Customer represents and warrants that it has independently confirmed, including through its own qualified local counsel, that its receipt and use of the Stablecoin Wallet Services from Jeeves Inc. is lawful under Applicable Law in each jurisdiction in which Customer operates, and Customer assumes sole responsibility for any Applicable Law that may instead require Customer to contract with a locally licensed Jeeves affiliate or Third-Party Service Provider for some or all of the Stablecoin Wallet Services.

2. Definitions

The following terms, when capitalized, have the meanings set out below. Other capitalized terms used but not defined herein have the meanings given to them in Jeeves Master Terms of Service.

Applicable Law	All applicable statutes, regulations, rules, orders, directives, and guidelines of any governmental or regulatory authority in any jurisdiction relevant to a Party or a transaction, including without limitation laws relating to anti-money laundering, counter-terrorist financing, sanctions, foreign exchange, capital controls, taxation, virtual assets, and consumer protection.
Blockchain	A distributed ledger or decentralized network on which Virtual Assets are issued, recorded, and transferred, including without limitation Ethereum, Solana, Tron, and Base networks supported by the Stablecoin Wallet Services from time to time.
Customer	The legal entity that has accepted these Terms and is authorized to use the Stablecoin Wallet Services pursuant to a Jeeves account agreement.
Designated Account	The bank account or payment account designated by Customer from which Customer funds are sourced for Wallet funding.
FX Rate	The foreign exchange rate applied by Jeeves or a Third-Party Service Provider to convert between currencies or between fiat currency and Virtual Assets. FX Rates are determined at the time of execution and are subject to market fluctuation. No FX Rate is guaranteed in advance.
Gas Fee	Network fees payable to validators or miners to process and confirm a transaction on a Blockchain. Gas Fees are set by the relevant network and are outside Jeeves' control.
Irreversible Transaction	Any transaction that has been broadcast to and confirmed on a Blockchain, which by the nature of distributed ledger technology cannot be reversed, recalled, cancelled, or amended once confirmed.
Key Management Infrastructure	The cryptographic key generation, storage, and signing infrastructure.
SPSAV	Sociedade Prestadora de Serviços de Ativos Virtuais – a virtual asset service provider authorized by the Banco Central do Brasil under Law 14.478/2022 and BCB Resolutions 519, 520, and 521 of November 2025.
Stablecoin	A Virtual Asset whose value is intended to maintain a stable reference to a fiat currency or other reference asset, including without limitation USD Coin (USDC) and Tether (USDT). Jeeves does not guarantee price stability of any Stablecoin, to the maximum extent permitted by Applicable Law.

Stablecoin Wallet Services	The embedded wallet, custody layer, key management, stablecoin rails, cross-border payment corridors, and related features made available by Jeeves through the Jeeves platform and connected third-party service providers, as further described in these Terms and as updated from time to time.
Transaction	Any instruction submitted by Customer through the Stablecoin Wallet Services to send, receive, convert, or otherwise move Virtual Assets or fiat currency.
Virtual Asset	A digital representation of value that can be digitally traded, transferred, or used for payment or investment purposes, including Stablecoins and other blockchain-based tokens. Virtual Assets are not legal tender, are not fiat currency, and are not deposits or securities unless expressly classified as such by a competent authority.
Wallet	The embedded, non-custodial wallet instance provisioned for Customer through the key management infrastructure.

3. Nature of the Wallet and Key Management Infrastructure

3.1 Embedded Wallet Architecture

Jeeves provisions each Customer with one or more Wallets through a Third-Party Service Provider's embedded wallet infrastructure (currently, Privy). The Wallet is associated with a unique cryptographic key pair. Key management operates as follows:

- The private key is split into three shares using Shamir Secret Sharing: (i) a device share, (ii) a Privy share held within a hardware-isolated Trusted Execution Environment (TEE), and (iii) a Customer recovery share.
- No single party – including Privy, Jeeves, or the Customer – holds the complete private key at rest.
- Key reconstruction occurs only transiently within Privy's TEE infrastructure for the purpose of signing a specific transaction, and only upon a properly authenticated instruction.
- Jeeves maintains policy-level controls over signing – including spending limits, approval workflows, and sanctions screening – but does not hold, and will not be deemed to hold, custody over the underlying assets in the traditional custodial sense.

3.2 Classification and Regulatory Status

Jeeves does not represent that the Wallet constitutes a custodial account, a deposit account, a wallet held with a licensed custodian, or a qualified custodial arrangement under any Applicable Law. The classification of the Wallet and the Stablecoin Wallet Services

under Applicable Law will follow each jurisdiction as applicable to the Customer and the third party service providers involved in the transaction.

3.3 Customer Security Obligations

Customer is solely responsible for safeguarding its device share, authentication credentials, recovery share, and any other means of accessing or authorizing the signing of a Wallet. Customer shall: (a) implement and maintain reasonable administrative, technical, and physical safeguards, including multi-factor authentication where available, to prevent unauthorized access to its device share and authentication credentials; (b) restrict such access to authorized personnel only; and (c) notify Jeeves immediately upon becoming aware of any actual or suspected loss, theft, or compromise of its device share, recovery share, or authentication credentials. Jeeves shall have no liability for, and Customer shall bear sole responsibility for, any Transaction authorized or signed using Customer's device share or credentials, whether or not such use was authorized by Customer, except to the extent caused by Jeeves' fraud, gross negligence, or willful misconduct.

4. Transaction Execution and Irreversibility

4.1 Customer Instructions

When Customer submits a Transaction instruction through the Jeeves platform, Customer represents and warrants that: (a) Customer is the authorized operator of the relevant Wallet; (b) the instruction is complete, accurate, and authorized; (c) Customer has conducted all due diligence required by Applicable Law in connection with the recipient address and the purpose of the Transaction; and (d) Customer has sufficient balance to cover the Transaction amount plus applicable fees.

4.2 Irreversibility of Blockchain Transactions

BLOCKCHAIN TRANSACTIONS ARE IRREVERSIBLE. Once a Transaction has been broadcast to and confirmed on a Blockchain, it is permanent and cannot be reversed, cancelled, amended, or recovered by Jeeves, any Third-Party Service Provider, or any other party, regardless of the circumstances giving rise to the request.

JEEVES ASSUMES NO RESPONSIBILITY AND SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS, DAMAGE, OR OTHER CONSEQUENCE ARISING FROM: (i) TRANSACTIONS SENT TO AN INCORRECT WALLET ADDRESS; (ii) TRANSACTIONS INITIATED AS A RESULT OF FRAUD, PHISHING, OR SOCIAL ENGINEERING; (iii) TRANSACTIONS MADE BY AN AUTHORIZED OR UNAUTHORIZED USER OF CUSTOMER'S ACCOUNT; (iv) TRANSACTIONS THAT CANNOT BE RECOVERED DUE TO LOST OR COMPROMISED RECOVERY CREDENTIALS; OR (v) ANY OTHER CIRCUMSTANCE RESULTING IN AN UNINTENDED TRANSACTION.

Customer acknowledges that it bears sole and exclusive responsibility for verifying all recipient addresses and Transaction details prior to submission.

4.3 Transaction Finality and Settlement

Transaction finality is determined by the relevant Blockchain network, not by Jeeves. Jeeves applies confirmation thresholds that it deems commercially reasonable but does not guarantee that a Transaction will be processed within any particular time frame or that the Stablecoin Wallet Services will be uninterrupted, timely, secure, or error-free. Settlement times may vary due to network congestion, Gas Fee levels, Blockchain forks, regulatory holds, or screening outcomes.

4.4 Rejected, Failed, or Delayed Transactions

Jeeves has no obligation to process any Transaction instruction and may, in its sole and absolute discretion, screen, monitor, block, delay, reject, refuse, freeze, or reverse (to the extent technically possible) any Transaction by Customer, and a Third-Party Service Provider or a Blockchain network may do the same, including in the following circumstances:

- The Transaction triggers a sanctions, AML, or risk flag in a screening system or any other monitoring system employed by Jeeves or a Third-Party Service Provider.
- The recipient address or counterparty provider cannot be verified under the controls and compliance systems, or Jeeves or a Third-Party Service Provider requires enhanced due diligence or additional information to satisfy compliance or risk management requirements.
- The Transaction exceeds applicable limits established by Jeeves, a Third-Party Service Provider, or Applicable Law, or Jeeves or a Third-Party Service Provider imposes or adjusts limits, velocity controls, or other restrictions for compliance or risk management.
- Customer's account is subject to a hold, restriction, or regulatory freeze.
- Applicable Law in any relevant jurisdiction prohibits or restricts the Transaction.
- Network conditions prevent broadcast or confirmation.

Jeeves shall not be liable for any loss, cost, or damage arising from a screened, monitored, blocked, refused, rejected, failed, frozen, or delayed Transaction. Fees may be charged even if a Transaction is not completed.

5. Tax Obligations — Customer's Sole Responsibility

THE TAX TREATMENT OF VIRTUAL ASSET TRANSACTIONS, INCLUDING THE ACQUISITION, DISPOSAL, CONVERSION, TRANSFER, AND HOLDING OF STABLECOINS IS COMPLEX AND VARIES SIGNIFICANTLY BY JURISDICTION.

JEEVES DOES NOT PROVIDE TAX ADVICE. NOTHING IN THESE TERMS OR IN ANY COMMUNICATION FROM JEEVES CONSTITUTES TAX ADVICE OR A REPRESENTATION REGARDING THE TAX CONSEQUENCES OF ANY TRANSACTION.

JEEVES OR ANY OF THE THIRD-PARTY PROVIDERS INVOLVED IN THE TRANSACTION PROCESS MAY BE OBLIGATED BY LAW OR REGULATION TO COLLECT TAXES FROM THE TRANSACTIONS PERFORMED, CUSTOMER ACKNOWLEDGES AND ACCEPTS THIS MAY HAPPEN DEPENDING ON THE JURISDICTION. CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING, REPORTING, AND PAYING ALL TAXES IN ALL JURISDICTIONS ARISING FROM OR IN CONNECTION WITH ITS USE OF THE STABLECOIN WALLET SERVICES.

5.1 Customer's Tax Responsibilities

Without limiting the generality of the foregoing, Customer is solely responsible for:

- Determining the applicable tax treatment of each Transaction in each jurisdiction in which Customer operates, including without limitation income tax, capital gains tax, withholding tax, value-added tax (IVA/VAT/ICMS), financial transactions tax (IOF), and any other tax or levy that may apply.

- Characterizing each Transaction for tax purposes – including without limitation whether a Transaction constitutes a taxable disposal, a conversion, a payment for services, a loan, a capital contribution, a foreign exchange operation, or any other taxable event – based on the advice of Customer's own qualified tax advisors.
- Calculating, reporting, and paying all taxes and tax withholdings arising from each Transaction, including IRRF (withholding income tax on remittances abroad) where applicable in Brazil, ISR and IVA where applicable in Mexico, and any similar obligations in Colombia or other jurisdictions.
- Determining whether any Transaction constitutes a foreign exchange operation requiring registration with the relevant central bank or monetary authority, including BCB's SISBACEN system in Brazil, and fulfilling all resulting registration and reporting obligations independently.
- Determining whether any back taxes, penalties, or interest may be owed in connection with past Transactions and taking all steps necessary to regularize such obligations.
- Retaining all records required by Applicable Law in connection with Transactions for the applicable statute of limitations period in each relevant jurisdiction.
- Complying with all automatic exchange of information obligations (FATCA, CRS, and local equivalents) applicable to Customer.

5.2 No Withholding or Reporting by Jeeves

Jeeves or the third-party providers does not withhold taxes on behalf of Customer, any third-party recipient, or any tax authority in connection with Transactions through the Stablecoin Wallet Services, except to the extent expressly required by Applicable Law or regulation. Jeeves and the third-party providers does not file tax returns or information reports on behalf of Customer with any tax authority, except as required by Applicable Law.

To the extent Jeeves or any of the third-party providers is required by Applicable Law to report Transaction information to any tax or regulatory authority, Jeeves and the third-party providers will do so in accordance with its legal obligations. Jeeves and Third-Party Service Providers may also collect, use, retain, and transmit Customer and Transaction information to banks, VASPs, analytics vendors, and regulators as required by Applicable Law or as deemed necessary for compliance and risk management. Such reporting does not relieve Customer of any independent reporting or payment obligation.

5.3 Tax Treatment of Stablecoins

Jeeves makes no representation regarding the tax characterization of Stablecoins or transactions involving Stablecoins in any jurisdiction. In particular, Jeeves does not represent that:

- A Stablecoin is or is not a foreign currency, a financial asset, a virtual asset, a security, or any other category for tax purposes.
- A conversion between Stablecoins and fiat currency does or does not constitute a taxable disposal or a foreign exchange operation.
- Unrealized gains or losses on Stablecoin holdings are or are not subject to tax.
- Yield earned on Stablecoin balances (if yield features are activated) is or is not ordinary income, interest income, or subject to withholding.

6. Foreign Exchange Rates and Pricing

6.1 No Guaranteed Rates

FX Rates applied to Transactions are indicative only until execution. No rate is locked, guaranteed, or committed until the Transaction is executed by the relevant Third-Party Service Provider. Rates may change between the time Customer views an indicative rate and the time a Transaction is executed due to market volatility, liquidity conditions, or technical delays.

6.2 FX Spread and Fees

The FX Rate applied to a Transaction may include a spread above the interbank mid-market rate. Jeeves or a Third-Party Service Provider may earn revenue from the FX spread. The applicable spread and fees are disclosed in the Jeeves Fee Schedule, which is incorporated by reference and may be updated from time to time.

6.3 Stablecoin Price Risk

Stablecoins are not guaranteed to maintain a fixed value relative to any fiat currency. A Stablecoin may de-peg from its reference asset due to market conditions, redemption constraints, issuer insolvency, smart contract failure, or regulatory action. Jeeves shall not be liable for any loss arising from Stablecoin de-pegging or price volatility, and makes no warranty or guarantee regarding the price stability of any Stablecoin to the maximum extent permitted by Applicable Law.

7. AML, Sanctions, and Travel Rule Compliance

7.1 Customer AML Obligations

Customer is an obligated entity for AML/CTF purposes in each jurisdiction in which it operates. By using the Stablecoin Wallet Services, Customer represents and warrants that it has implemented and maintains an AML/CTF compliance program that satisfies the requirements of Applicable Law in each relevant jurisdiction, including without limitation:

- Brazil: Lei 9.613/1998 (as amended), COAF regulations, and BCB Resolution 520 AML requirements for entities using virtual asset services.
- Mexico: Ley Federal para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita and applicable SAT regulations.
- Colombia: SARLAFT framework and UIAF reporting obligations.
- All applicable FATF Recommendations.

7.2 Travel Rule Compliance

Transactions above applicable Travel Rule thresholds require the exchange of originator and beneficiary information with the receiving or sending VASP. Customer authorizes Jeeves and Third-Party Service Providers to collect, use, retain, transmit, and receive Travel Rule information and other Customer and Transaction information in connection with Transactions as required by Applicable Law or as deemed necessary for compliance and risk management, including sharing such information with banks, VASPs, analytics vendors, and regulators. Customer represents that the information provided is accurate and complete.

A Transaction may be blocked, delayed, rejected, or refused if Travel Rule data cannot be exchanged with a counterparty VASP or if Jeeves or a Third-Party Service Provider cannot complete screening, monitoring, or compliance checks. Jeeves shall not be liable for any loss arising from such a block, delay, rejection, or refusal.

7.3 Sanctions Screening

All Transactions are subject to sanctions screening against applicable global sanctions lists, including OFAC (US), EU, UN, and local lists. Customer represents that it is not and no beneficial owner, director, officer, or authorized user of Customer is: (a) a Specially Designated National or Blocked Person; (b) on any other applicable sanctions list; (c) located in, organized under the laws of, or owned or controlled by a person or entity in a comprehensively sanctioned jurisdiction; or (d) otherwise in violation of applicable sanctions laws.

8. Custody, Asset Safety, and Limitation of Liability for Losses

8.1 Non-Custodial Structure

The Jeeves Wallet is designed as a non-custodial or quasi-custodial structure in which the Customer holds the recovery share of the private key and Jeeves/Privy hold infrastructure-layer shares. Jeeves does not represent that this structure constitutes qualified custody, regulated custody, or safe custody under the laws of any jurisdiction.

8.2 No Insurance or Government Guarantee

VIRTUAL ASSETS ARE NOT INSURED OR GUARANTEED. Virtual Assets held through the Stablecoin Wallet Services are NOT covered by any deposit insurance scheme, including FDIC insurance (United States), FGC (Brazil), or any equivalent government-backed guarantee scheme in any jurisdiction.

Jeeves does not maintain any insurance policy that covers Customer losses arising from the theft, loss, destruction, or inaccessibility of Virtual Assets, except as may be separately disclosed in writing.

8.3 Risks Acknowledged by Customer

Customer acknowledges the following risks and agrees that Jeeves shall not be liable for losses arising from any of them:

- Smart contract risk: vulnerabilities, bugs, or exploits in the smart contracts underlying any Blockchain or Stablecoin issuer.
- Blockchain network risk: network outages, forks, reorganizations, 51% attacks, or protocol changes.
- Key management risk: loss, compromise, or inaccessibility of the Customer recovery share; unauthorized access to Customer's device share.
- Third-Party Service Provider risk: failure, insolvency, technical error, or regulatory action affecting any of the third-party providers, or any sponsoring bank.

- Regulatory risk: changes in Applicable Law or regulatory interpretation that restrict, prohibit, or alter the tax or legal treatment of Virtual Assets or the Stablecoin Wallet Services.
- Market risk: price volatility, de-pegging, or illiquidity of any Stablecoin or Virtual Asset.
- Cybersecurity risk: unauthorized access to Customer's Jeeves account, phishing, social engineering, malware, or other cyber-attacks.
- Operational risk: errors in Transaction instructions submitted by Customer or its authorized users.

8.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JEEVES AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD-PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY: (i) LOSS OF VIRTUAL ASSETS; (ii) LOSS OF FIAT CURRENCY; (iii) LOSS OF PROFITS OR REVENUE; (iv) LOSS OF BUSINESS OR OPPORTUNITY; (v) TAX LIABILITY, PENALTY, OR INTEREST; (vi) REGULATORY FINE OR SANCTION; (vii) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR (viii) ANY OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THE STABLECOIN WALLET SERVICES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT JEEVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF JEEVES TO CUSTOMER IN CONNECTION WITH THE STABLECOIN WALLET SERVICES SHALL NOT EXCEED THE LESSER OF: (a) THE TOTAL FEES PAID BY CUSTOMER TO JEEVES IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (b) USD 10,000. NOTHING IN THESE TERMS LIMITS LIABILITY FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT BY JEEVES.

8.5 No Warranty

EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, THE STABLECOIN WALLET SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JEEVES DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. JEEVES DOES NOT WARRANT THAT THE STABLECOIN WALLET SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECT WILL BE CORRECTED.

9. Regulatory Status, Reporting Obligations, and Transaction Registration

9.1 No Guarantee of Regulatory Compliance of Transactions

Jeeves does not represent or warrant that any Transaction facilitated through the Stablecoin Wallet Services is compliant with Applicable Law in Customer's jurisdiction or in any counterparty's jurisdiction. Customer is solely responsible for determining whether

a Transaction is permissible under Applicable Law, including laws relating to foreign exchange controls, capital account restrictions, cross-border payment regulations, and virtual asset regulations.

9.2 Back Taxes and Prior Periods

Jeeves makes no representation regarding the tax treatment of Transactions in any prior period. Customer is solely responsible for conducting its own analysis of its tax and regulatory reporting obligations for all prior periods and for taking any remediation steps required. Jeeves shall not be liable for any back taxes, penalties, interest, or fines arising from Customer's failure to properly characterize or report Transactions in any prior period.

10. No Financial, Tax, Legal, or Investment Advice

Jeeves is a technology platform and program administrator. Jeeves is not a licensed financial advisor, investment advisor, tax advisor, legal advisor, or accountant in any jurisdiction. Nothing in these Terms, the Jeeves platform, any communication from Jeeves, or any Transaction report, statement, or notification constitutes:

- Financial advice or a recommendation to engage in any Transaction;
- Investment advice or a recommendation to hold, buy, or sell any Virtual Asset;
- Tax advice or a representation regarding the tax treatment or tax consequences of any Transaction or Virtual Asset holding;
- Legal advice regarding the legality, permissibility, or regulatory compliance of any Transaction; or
- Accounting advice regarding the treatment of Virtual Assets or Transactions in Customer's financial statements.

Customer should seek independent professional advice from qualified financial, tax, legal, and accounting advisors before engaging in any Transaction or making any decision based on information provided through the Stablecoin Wallet Services.

11. Fees

Customer agrees to pay the fees set out in the Jeeves Fee Schedule, as updated from time to time, in connection with the Stablecoin Wallet Services. Fees may include:

- Transaction fees on each on-ramp, off-ramp, or cross-border payment Transaction.
- FX spread on currency conversion Transactions.
- Gas Fees passed through from the Blockchain network.
- Custody or wallet maintenance fees, if applicable.
- Fees charged by Third-Party Service Providers that are passed through to Customer.

Fees are non-refundable once a Transaction has been initiated, regardless of whether the Transaction is completed, rejected, or reversed. Jeeves reserves the right to modify the Fee Schedule upon notice to Customer.

12. Acceptable Use

12.1 Permitted Use

The Stablecoin Wallet Services are available exclusively to legal entities that have completed Jeeves' KYB onboarding process and are authorized to use the Jeeves platform. The Stablecoin Wallet Services may only be used for lawful business purposes consistent with Applicable Law.

12.2 Prohibited Use

Customer may not use the Stablecoin Wallet Services to:

- Facilitate money laundering, terrorist financing, sanctions evasion, or any other financial crime.
- Transfer Virtual Assets to or from any sanctioned person, entity, or jurisdiction.
- Engage in market manipulation, wash trading, or any other form of market abuse.
- Circumvent capital controls, foreign exchange restrictions, or reporting requirements imposed by any governmental authority.
- Enable retail customers or natural persons to hold Wallets without Jeeves' express authorization for such use case.
- Process payments for illegal goods or services, including without limitation controlled substances, unlicensed gambling, or child exploitation material.
- Misrepresent the nature, purpose, or parties to any Transaction in connection with Jeeves' AML or compliance processes.

13. Suspension, Restriction, and Termination

Jeeves reserves the right, in its sole and absolute discretion, without prior notice and without liability to Customer, including for compliance, risk management, suspected fraud, breach of these Terms, or regulatory requirement, to:

- Suspend or restrict access to the Stablecoin Wallet Services or any Wallet, temporarily or permanently, including to screen, monitor, block, delay, reject, or refuse any Transaction, and Jeeves has no obligation to process any Transaction instruction.
- Freeze or hold Virtual Assets or fiat balances pending investigation or regulatory inquiry, and require enhanced due diligence or additional information from Customer or any counterparty as deemed necessary for compliance and risk management.
- Terminate Customer's access to the Stablecoin Wallet Services upon reasonable notice, or immediately in cases of suspected fraud, breach of these Terms, or regulatory requirement.
- Modify, discontinue, or replace any feature of the Stablecoin Wallet Services, including the transition between Third-Party Service Providers (e.g., from Bridge to Privy-owned rails).

Upon termination, Customer shall be responsible for initiating the withdrawal of any Virtual Asset balances within such period as Jeeves specifies. Jeeves shall not be responsible for any loss arising from Customer's failure to withdraw balances in a timely manner following termination.

14. Indemnification

Customer shall indemnify, defend, and hold harmless Jeeves, its affiliates, officers, directors, employees, agents, and Third-Party Service Providers from and against any and all claims, losses, damages, costs (including reasonable legal fees), fines, penalties, and expenses arising out of or in connection with:

- Customer's use of the Stablecoin Wallet Services.
- Any Transaction initiated by or on behalf of Customer.
- Customer's breach of these Terms or any Applicable Law.
- Customer's failure to pay any tax, levy, or regulatory charge arising from Transactions.
- Any claim by a tax authority, central bank, financial regulator, or law enforcement agency arising from Customer's Transactions.
- Any misrepresentation made by Customer in connection with its KYB onboarding or in connection with any Transaction.

15. Governing Law, Jurisdiction, and Dispute Resolution

15.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles, except to the extent that mandatory provisions of Applicable Law in Customer's jurisdiction of incorporation or principal place of business apply and cannot be excluded by agreement.

15.2 Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to these Terms or the Stablecoin Wallet Services shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The arbitration shall be conducted in English, with proceedings held in Delaware. The arbitrator's decision shall be final and binding, and judgment upon the award rendered may be entered in any court of competent jurisdiction. **EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST THE OTHER PARTY, AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONSOLIDATE CLAIMS OR TO PRESIDE OVER ANY CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. Notwithstanding the foregoing, either Party may seek interim or injunctive relief from a court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration.**

15.3 Local Mandatory Law

Nothing in Section 15.1 or 15.2 shall be construed to exclude the application of mandatory provisions of Applicable Law in jurisdictions where such provisions cannot be waived by contract.

16. General Provisions

16.1 Entire Agreement

These Terms, together with the Jeeves Master Terms of Service, constitute the entire agreement between Jeeves and Customer with respect to the Stablecoin Wallet Services and supersede all prior agreements, understandings, and representations.

16.2 Amendments

Jeeves may amend these Terms at any time by providing notice to Customer via the Jeeves platform, email, or such other means as Jeeves may designate. Continued use of the Stablecoin Wallet Services following the effective date of any amendment constitutes acceptance of the amended Terms.

16.3 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

16.4 No Waiver

Jeeves' failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

16.5 Assignment

Customer may not assign its rights or obligations under these Terms without Jeeves' prior written consent. Jeeves may assign these Terms to any affiliate or in connection with a merger, acquisition, or sale of assets without Customer's consent.

16.6 Language

These Terms are provided in English. In the event of any conflict between an English version and a translated version, the English version shall prevail, except where Applicable Law requires the local language version to govern.

16.7 Relationship of the Parties

Jeeves, Customer, and each Third-Party Service Provider are independent contractors. Nothing in these Terms shall be construed to create a partnership, joint venture, agency, fiduciary, or employment relationship between Jeeves and Customer, or between Jeeves and any Third-Party Service Provider. Neither Party has the authority to bind the other or to incur any obligation on the other's behalf.

16.8 Third-Party Beneficiaries

Except as expressly provided in this Section 16.8, these Terms are for the sole benefit of Jeeves and Customer and do not confer any rights or remedies on any other person. Jeeves' affiliates, officers, directors, employees, agents, and Third-Party Service Providers are

express third-party beneficiaries of Sections 8 (Custody, Asset Safety, and Limitation of Liability for Losses) and 14 (Indemnification) and may enforce those Sections directly against Customer, but are not otherwise party to, or entitled to enforce, these Terms.

16.9 Force Majeure

Jeeves shall not be liable for, and shall not be deemed in breach of these Terms as a result of, any failure or delay in performing its obligations under these Terms to the extent such failure or delay arises from causes beyond its reasonable control, including without limitation acts of God, natural disaster, pandemic, war, terrorism, civil unrest, governmental action or inaction, change in Applicable Law, labor dispute, internet or telecommunications failure, Blockchain network failure or congestion, and failure or unavailability of any Third-Party Service Provider, utility, or infrastructure provider.

16.10 Notices

Notices to Customer may be given via the Jeeves platform, the email address, or other contact information on file for Customer, and shall be deemed received when sent. Notices to Jeeves must be given in writing to Jeeves' registered address set out in Section 1.1, or such other address as Jeeves designates, and shall be deemed received upon actual receipt.

16.11 Survival

Sections 5 (Tax Obligations), 7 (AML, Sanctions, and Travel Rule Compliance), 8 (Custody, Asset Safety, and Limitation of Liability for Losses), 9 (Regulatory Status, Reporting Obligations, and Transaction Registration), 10 (No Financial, Tax, Legal, or Investment Advice), 11 (Fees, to the extent fees are owed), 14 (Indemnification), 15 (Governing Law, Jurisdiction, and Dispute Resolution), and this Section 16, together with any other provision that by its nature is intended to survive, shall survive the termination or expiration of these Terms.

16.12 Electronic Communications and Acceptance

Customer consents to receive these Terms, notices, disclosures, and amendments electronically. Customer agrees that its electronic acceptance of these Terms – including by clicking to accept, activating a Wallet, or initiating a Transaction – constitutes a valid and binding electronic signature and acceptance of these Terms to the fullest extent permitted by Applicable Law, including the U.S. Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, and equivalent electronic transaction laws in Customer's jurisdiction.