

CoolBitX Fixed Earn Product Agreement

This is CoolBitX Fixed Earn Product Agreement (the "Agreement", as amended, supplemented or modified from time to time) between you (the "Client" or "you") and CoolBitX Ltd., a company registered in Cayman Islands (No. 317840) ("CoolBitX", "Company", "we" or "us") (CoolBitX together with you, the "Parties" and each a "Party"). This Agreement sets forth the terms and conditions under which you may subscribe for the Products (as defined below). By clicking "I agree" (or other phrases of the equivalent meaning), you acknowledge that you have read and understood, and hereby agree to all of the terms and conditions contained in this Agreement.

RISK DISCLOSURE

SUBSCRIBING FOR ANY DIGITAL ASSETS RELATED PRODUCTS INVOLVES A HIGH DEGREE OF RISK. THE VALUE OF DIGITAL ASSETS MAY NOT BE BACKED OR SUPPORTED BY ANY GOVERNMENT. AS SUCH, DIGITAL ASSETS MAY SUFFER SIGNIFICANT VOLATILITY IN VALUE. YOU ARE ADVISED TO CAREFULLY CONSIDER THE RISK EXPOSURE AND ACT CAUTIOUSLY. YOU MUST HAVE THE FINANCIAL ABILITY, SOPHISTICATION, EXPERIENCE, TOLERANCE AND WILLINGNESS TO BEAR THE RISKS OF ANY DIGITAL ASSETS RELATED PRODUCTS AND A POTENTIAL TOTAL LOSS OF THE UNDERLYING ASSETS. A DIGITAL ASSETS RELATED PRODUCT IS NOT SUITABLE FOR EVERY CLIENT. PLEASE CAREFULLY REVIEW YOUR FINANCIAL SITUATION AND OBJECTIVES TO DETERMINE WHETHER SUCH PRODUCT IS SUITABLE FOR YOU.

YOU ARE RESPONSIBLE FOR DETERMINING WHETHER THE USE OF ANY OF THE SERVICES UNDER THIS AGREEMENT IS LEGAL IN YOUR JURISDICTION AND YOU SHALL NOT USE THE SERVICES SHOULD SUCH USE BE ILLEGAL IN YOUR JURISDICTION. IF YOU ARE UNCERTAIN, PLEASE SEEK INDEPENDENT LEGAL ADVICE.

1. DEFINITIONS

Unless otherwise specified in this Agreement, the capitalized terms in this Agreement have the following meanings:

1.1 Definitions:

"Additional Terms" means Additional Terms under clause 8.1.

"CoolBitX APP" means the mobile application software service platform, including the mobile application software operated by CoolBitX, and the associated updates, upgrades, supplements, releases and versions from time to time.

"Communications" means Communications under clause 26.1.

"Digital Assets" means any asset that is issued and/or transferred using distributed ledger, blockchain technology or any equivalent technologies, including, but not limited to, any digital and crypto currencies, coins, tokens and any functionally equivalent digital subjects.

"Earning" means any amount of return on the Product which is denominated in the Digital Asset used to subscribe for the relevant Product.

"Earning Rate" means the rate of earning on any Product decided by the Company in its discretion and calculated as the equivalent annual Earning that a Product generates over a calendar year.

"End Date" is the next immediate date following the Maturity Date.

"Expected Earning" means for a Product to which no Early Termination has occurred, the rate of return on the Principal Amount calculated in accordance with the following formula and rounded down to an integer or another decimal point as decided by the Company:

$$A = B \times C \times D \div E$$

Where

A = the Expected Earning

B = the Principal Amount

C = the Expected Earning Rate

D = the number of days from the Start Date to the Maturity Date (both inclusive)

E = 365

"Expected Earning Rate" means the Earning Rate of a Product set out in the Product Terms or another rate determined by the Company in its discretion, calculated on the basis that no Early Termination has occurred to such Product.

"Fixed EarnProduct Page" means the interface page on the CoolBitX APP Platform which sets out the details of the Product and permits you to subscribe for a Product.

"Force Majeure Event" means any of the events out of reasonable control of the Company, including but not limited to, nationalization, expropriation, currency restrictions, acts of state, acts of God, earthquakes, fires, floods, typhoons, tsunamis, wars, civil or military disturbances, sabotage, terrorism and cyber-terrorism, security, integrity, and availability of the internet or blockchain networks, epidemics, pandemics, public health crisis, riots, interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services, accidents, labor disputes, regulatory changes, power failures or breakdowns in communications links or equipment of the Company, its contractors, agents or representatives.

"Indemnified Parties" means Indemnified Parties under clause 14.1.

"Maturity Date" is the last day a Product will earn an Expected Earning Rate, which will end at 16:00 (UTC+8) on the date the Product's Term expires which will be shown on your Wallet.

"Other Services" means Other Services under clause 8.1.

"Product" means an Earning generating product you may subscribe for on CoolBitX APP in respect of certain Digital Assets in accordance with the terms of this Agreement.

"Principal Amount" means the principal amount of Digital Assets used to subscribe for the Product.

"Product Terms" means Product Terms under clause 2.1.

"Revised Agreement" means Revised Agreement under clause 28.1.

"Services" means the services that are available to you on the CoolBitX APP from time to time.

"Service Providers" means CoolBitX and its subsidiaries and affiliates that operate the CoolBitX APP, and each of them is a "Service Provider".

"Start Date" means the first day a Product starts to earn an Expected Earning Rate, which commences at 16:00 (UTC+8) on the next immediately following date you subscribed for a Product.

"Term" means the period commencing on the Start Date and ending on the End Date of any specific Product which you may subscribe for.

"Wallet" means the CoolWallet you possess and have full access and control over the Asset within the CoolBitX APP.

2. COOLBITX FIXED EARN PRODUCT SUBSCRIPTION

2.1 You may subscribe for a Product on the Fixed Earn Page and the specific terms including, but not limited to, the Start Date, the End Date, the Earning Rate and other specific conditions relating to the Product, shall be available on the Fixed Earn Page (the "Product Terms").

2.2 By subscribing for a Product, you agree to this Agreement and the Product Terms which shall form part of this Agreement.

2.3 When you subscribe for a Product, you hereby authorize the Company to settle the amount of your future Earnings by the same Digital Asset you store in such Product.

2.4 Before subscribing for a Product, it is your responsibility to ensure that there are sufficient Digital Assets on your Wallet for such subscription. You shall not be able to complete the subscription if the Company decides in its sole discretion that your Wallet has an insufficient balance for any relevant subscription.

2.5 You may top up your Wallet at any time pursuant to the Wallet Agreement and Additional Terms. You acknowledge that the use of your Wallet is subject to the terms and conditions under the Wallet Agreement and Additional Terms.

2.6 After subscribing for a Product, you agree that the Principal Amount for the Product shall not be available for your use from your Wallet until expiry of the Term.

2.7 If the status in the Fixed Earn Page shows "Failed" (or other phrases of the equivalent meaning), it means you did not successfully subscribe for the Product you selected. Such failure may happen due to the Company's rejection of the order you submitted, computer malfunction, network congestion, market data error, insufficient balance on your Wallet or other reasons.

2.8 The Company may in its sole discretion refuse to accept an order or place other conditions on the receipt of instructions or orders from you in respect of any Product.

2.9 If the status in the Fixed Earn Page shows "Holding" (or other phrases of the equivalent meaning), it means you have successfully subscribed for the Product you have selected.

2.10 You hereby represent and warrant to us at all times during which you maintain a Product that:

(a) any Digital Assets that you use to subscribe for the Product is either owned by you or lawfully held or controlled by you at the time of such subscription; and

(b) you are validly authorized to instruct us to carry out the subscription relating to the relevant Product and that all transactions initiated for the subscription are for your own account (or, in the case of business accounts, for your business's account) and not on behalf of any other person or entity.

3. PRODUCT DESCRIPTION

3.1 You may subscribe for a Product based on the Product Terms, and the Company will provide you with an Expected Earning Rate, which is determined in its sole discretion, of certain Product.

3.2 The Expected Earning Rate of the Product is fixed during the Term and is denominated in the relevant Digital Asset set out in the Product Terms; provided that the Company may at its absolute and sole discretion, adjust and amend the Expected Earning Rate of the Product at any time with or without notice to you.

4. EXPECTED EARNING RATE CALCULATION

4.1 The Expected Earnings (if applicable) shall accrue for each day at 16:00 (UTC+8) starting from the Start Date and ending on Maturity Date on a daily basis.

4.2 Unless otherwise provided in this Agreement and prior to the expiry of the Term of the Product, the amount of Earnings displayed on your Fixed Earning Page is the amount of accrued Expected Earnings calculated by the Company at a certain point in time. You acknowledge and agree that the amount of Expected Earnings as shown on the Fixed Earning Page is only for information purposes which may vary from the actual Earnings you are entitled to upon expiry of the Product.

4.3 Upon the expiry of the Term of a Product, the Principal Amount and the Earnings on the Product shall be transferred to your Wallet.

5. FEE IN RELATION TO THE PRODUCT

5.1 Unless otherwise shown in the Product Terms, there are no admirative or subscription fees for the Product..

6. ADDITIONAL TERMS

6.1 You acknowledge that you may also access other products, services or facilities linked through your Wallet on CoolBitX APP (the "Other Services"), and you agree that use of Other Services may be subject to additional terms and conditions separate from this Agreement and by using Other Services you agree you shall read and understand and agree to be bound those terms and conditions as CoolBitX may impose from time to time (the "Additional Terms") should you choose to use those Other Services. In the event there is any conflict between this Agreement and those Additional Terms, those Additional Terms shall govern the terms and conditions in relation to those Other Services.

7. OPERATION OF DIGITAL ASSET PROTOCOLS

7.1 We do not own or control the underlying software protocols which govern the operation of Digital Assets supported on the Fixed Earning Page. Generally, the underlying protocols are "open source" and anyone can use, copy, modify and distribute them.

7.2 We assume no responsibility for the operation of the underlying protocols and we are not able to guarantee the functionality of network operations. You acknowledge and accept the risks that the underlying software protocols relating to any Digital Assets you store on the Product may change.

7.3 In particular, the underlying protocols are likely to be subject to sudden changes in operating rules such as forks. Any such material operating changes may materially affect the availability of the value, functionality and/or the name of the Digital Assets you store on the Product.

7.4 We do not control the timing and features of these material operating changes. It is your responsibility to make yourself aware of upcoming changes and you must carefully consider publicly available information and information that may be provided by us in determining whether to continue to transact the Digital Assets. In the event of any such operational changes, we reserve the right to take such steps as may be necessary to protect the security and safety of assets held on the Product, including temporarily suspending operations for the involved Digital Assets, and other necessary steps.

7.5 We will use our best efforts to provide you with notices of any material operating changes; however, such changes are outside of our control and may occur without our knowledge. We have full discretion to decide not to support any new Digital Assets, forks or other actions in relation to your Digital Assets.

7.6 You acknowledge and accept the risks of operating changes to Digital Assets protocols and agree that the Company is not responsible for operating changes and shall not be liable for any loss of value you may experience as a result of such changes in operating rules underlying those Digital Assets and the Company has no responsibility to assist you with the unsupported Digital Assets on the CoolBitX App.

8. NO WARRANTY

8.1 COOLBITX DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. THE PRODUCTS MIGHT CONTAIN CERTAIN ISSUES THAT HAVE NOT BEEN IDENTIFIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY AGREE THAT YOUR USE OF, INABILITY TO USE, OR ACTIVITY IN CONNECTION WITH THE PRODUCTS IS AT YOUR SOLE RISK. THE PRODUCTS (INCLUDING ANY INFORMATION, DATA, AND CONTENT

DELIVERED TO YOU THROUGH THE SERVICES) ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT IS BORNE BY YOU, TO THE EXTENT SUCH RISK IS NOT DUE TO THE COMPANY’S WILLFUL MISCONDUCT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

9. ACKNOWLEDGEMENT

9.1 You understand and acknowledge that the regulatory status of Digital Assets is currently unsettled, varies among jurisdictions and is subject to significant uncertainty. Legislative and regulatory changes or actions relating to Digital Assets at a state or international level may adversely affect or restrict, as applicable, the use, transfer, exchange and value of your Digital Assets, as well as the provision of the services or any of them. The value of Digital Assets may be derived from the continued willingness of market participants to exchange fiat money for the Digital Assets, which may result in permanent and total loss of value of a particular Digital Asset should the market for it disappear.

10. ELECTRONIC CONTRACTING

10.1 YOUR USE OF THE ACCOUNT AND THE SERVICES PROVIDED BY COOLBITX INCLUDES THE ABILITY TO ENTER INTO AGREEMENTS AND/OR TO MAKE TRANSACTIONS ELECTRONICALLY. YOU AGREE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE COOLBITX PLATFORM, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. IN ORDER TO ACCESS AND RETAIN YOUR ELECTRONIC RECORDS, YOU MAY BE REQUIRED TO HAVE CERTAIN HARDWARE AND SOFTWARE, WHICH IS YOUR SOLE RESPONSIBILITY.

11. UTILIZATION OF ASSETS

11.1 By subscribing for the Product, the Client agrees that during the Term of a Product the Company may at its discretion apply part or all of the Client's Digital Assets under the Product for any purposes as the Company deems appropriate, including, to encumber, pledge, repledge, hypothecate, rehypothecate, sell, lend, or otherwise transfer, assign, invest or use any amount of the relevant Digital Assets underlying the Principal Amount, separately or together with other property, with all attendant rights of ownership, and for any period of time.

11.2 You acknowledge that, with respect to any or all of Digital Assets underlying the Principal Amount used by the Company pursuant to this preceding paragraph, (a) you will not be able to exercise rights of ownership; and (b) the Company may receive benefits or earnings other than the Earnings in connection with using such Principal Amount in its business to which you will have no entitlement.

12. INDEMNIFICATION

12.1 You agree to indemnify and hold CoolBitX, the other Service Providers and each of its affiliates and third-party service providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives (the "Indemnified Parties"), harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

- (a) your breach of or our enforcement of this Agreement or any Additional Terms;
- (b) your improper use of any Product;
- (c) your violation of any law, rule or regulation, or the rights of any third party; and
- (d) any loss resulting from your wilful default, fraud or gross negligence.

Any invalidity, unenforceability, release or discharge of the liability of you to any of the Indemnified Parties shall not affect the liability of any other persons (if any) to the Indemnified Parties.

13. LIMITATION OF LIABILITY

13.1 You acknowledge and agree that, to the fullest extent permitted by law, CoolBitX's cumulative liability to you or any party related to you and other users of the Products for any loss or damages arising out of or relating to this Agreement, or access or use of the Products, shall be limited to the replacement of the Products. This limitation applies to all causes of actions or claims in the aggregate, including, but not limited to, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentation, and other torts. To the maximum degree permitted by law, in no event shall CoolBitX, its directors, officers, employees, affiliates, agents, contractors, or licensors of the Products be liable to you, other users of the Products, or any party related to you or other users of the Products for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages or lost profits arising out of or in connection with the use of the Products, Services, or information or content in relation to the Services, even if advised of such possibility. Furthermore, in no event shall CoolBitX be liable for any damage or loss that is not reasonably foreseeable.

13.2 CoolBitX will use reasonable efforts to protect information and data submitted by you via the Product, but you agree that your submission of such information and data is at your sole risk, and you hereby release CoolBitX from any and all liability to you for any loss or liability relating to such information and/or data in any way.

13.3 – You acknowledge that CoolBitX does not represent or warrant that the Product will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and you hereby release CoolBitX from any liability thereto. You shall be solely responsible for any security of all your data protection once you jailbreak or root your phone or make any changes or remove any software restrictions or limitations imposed by the standard operating system of the device.

14. TAXES

14.1 It is your sole responsibility to determine whether, and to what extent, any taxes apply to you, and to withhold, collect, report and remit the correct amount of taxes to the appropriate tax authorities.

14.2 The Company has the right to make any tax withholdings or filings that the Company is required by applicable law to make, but the Company is not responsible for determining whether taxes apply to your transaction or for collecting, reporting, or remitting any taxes arising from any transaction.

15. ASSIGNMENT

15.1 Except as otherwise stated herein, you may not assign or transfer any or all part of your rights or obligations under this Agreement, by operation of law or otherwise, without CoolBitX's prior written consent. Any attempt by you to assign or transfer the right or obligation under this Agreement, without such consent, will be null and of no effect. CoolBitX may assign or transfer this Agreement at its sole discretion without restriction as deemed necessary. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

16. CHANGE OF CONTROL OR RESTRUCTURE

16.1 Without limiting the preceding clause, in the event that CoolBitX or its affiliates is restructured or is acquired, merged or consolidated with another entity, you agree that CoolBitX may transfer or assign the information it has collected from you and our relationship with you (including this Agreement) as part of such restructuring, merger, acquisition or consolidation.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 This Agreement shall be governed by and will be construed according to the laws of the Republic of China (Taiwan). Any dispute, controversy, difference or claim arising out of, relating to or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the Taiwan Taipei District Court.

18. RELATIONSHIP

18.1 YOU HEREBY AGREE THAT CoolBitX, IN PROVIDING THE PRODUCT, HAS NOT ACTED AND IS NOT ACTING AS A FIDUCIARY OR A PROFESSIONAL ADVISOR OF YOU AND HAS NOT PROVIDED (OR HELD ITSELF OUT AS PROVIDING) TO YOU RECOMMENDATIONS OR ADVICE WITH RESPECT TO PARTICULAR INVESTMENT DECISIONS OR ADVICE OF ANY OTHER NATURE.

19. OTHER VERSIONS OF THE AGREEMENT

19.1 The Agreement are prepared in English and may be translated into different languages for marketing purposes. All versions available on Fixed Earning Page shall be deemed authentic and original. However, in case of any conflicts or differences in the interpretation, translation, or meaning between the English language and any translation thereof, the English language shall prevail.

20. INSTRUCTIONS FROM YOU

20.1 Where any Product subscription is initiated from your Wallet using your credentials, we will assume that you authorized such subscription, unless you notify us otherwise. We shall not be liable for any loss or

damage suffered as a consequence of our acting on or acceding to any such instruction or request.

20.2 Notwithstanding the foregoing sentence, we may but shall not be obliged to accept and act on any instruction or request whether given by mail, electronic mail, facsimile transmission or through the telephone, if CoolBitX or our officers, employees, agents or representatives suspect your Wallet might have been stolen or any subscription has not been authorized by you or we have received conflicting instructions, we may suspend your order and make further inquiries. You agree that CoolBitX shall not be liable for any losses due to such actions.

21. COMMUNICATIONS WITH YOU

21.1 You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with Wallet and the Services.

21.2 Communications may include:

(a) terms of use and policies you agree to (e.g. the Agreement and CoolBitX Privacy Policy), including updates to these agreements or policies;

(b) account details, history, transactions, receipts, confirmations, and any other account or transaction information;

(c) legal, regulatory, and tax disclosures or statements we may be required to make available to you; and

(d) responses to claims or customer support inquiries filed in connection with Wallet and the Services.

21.3 Unless otherwise specified in this Agreement, we will provide these Communications to you by posting them on CoolBitX APP, emailing them to you at your email addresses provided to us, and/or through other electronic communications such as text messages or mobile push notifications, and you agree that such Communications shall be deemed to have been received by you if CoolBitX has delivered them based on the latest information on your profile.

21.4 You are responsible for keeping your contact details (including your email address and telephone number) up to date on your profile in order to receive any Communications we may send to you.

22. NO WAIVER

22.1 No failure or delay of CoolBitX to require performance by you of any provision of the Agreement shall in any way adversely affect CoolBitX's right to require full performance of such provision after that. No waiver by CoolBitX of a breach of any provision of the Agreement shall be considered to be a waiver by CoolBitX of any succeeding breach of such provision.

23. MODIFICATIONS

23.1 CoolBitX reserves the right to modify, discontinue or terminate the Fixed Earn Page and/or to modify this Agreement at any time at its sole discretion and without prior notice as deemed necessary. If CoolBitX modifies this Agreement, CoolBitX shall post the latest version on the CoolBitX APP or in other ways that CoolBitX deems appropriate. By continuing accessing or using the Fixed Earn Page after CoolBitX has posted the latest Agreement on the CoolBitX APP or has provided you with notice of such update, you are deemed to have accepted and agreed to be bound by the latest Agreement. You may also be asked to re-acknowledge or re-accept this Agreement following any material changes. If the modified Agreement is not acceptable to you, you shall cease using the Products and Services.

23.2 We may not be able to continue providing services to you if you do not accept the Revised Agreement.

24. SEVERABILITY

24.1 If any provision or any portion of the Agreement shall be held to be void or unenforceable, the remaining provisions of the Agreement and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.

25. TITLES AND SUBTITLES

25.1 Titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

26. ENTIRE AGREEMENT

26.1 The Agreement constitutes the entire understanding between you and CoolBitX and governs your use of the Products/Services and access to the Fixed Earn Page and any prior or contemporaneous representations, either oral or written are hereby superseded. You also may be subject to additional terms and conditions that may apply when you use third-party services, which are beyond our control. CoolBitX will not be responsible for failures to fulfill any obligations due to causes beyond its control.