SAFE2TRANSACT PLATFORM ACCESS TERMS AND CONDITIONS

SPECIAL TERMS GOVERNING ACCESS TO CRYPTO-ASSET SERVICES

Valid from 2026-09-24

These Special Terms governing access to crypto-asset services (hereinafter – the Special Terms) form an integral part of and supplement the Safe2transact Platform Access Terms and Conditions available at https://safe2transact.com/assets/legal/terms-and-conditions.pdf (hereinafter – the Platform Terms). The Platform Terms and these Special Terms shall be read and interpreted together. In the event of any inconsistency between the Platform Terms and these Special Terms in relation to crypto-asset services, these Special Terms shall prevail. Capitalised terms not defined in these Special Terms shall have the meanings given to them in the Platform Terms.

1. INTRODUCTION

1.1. These Special Terms govern the access to and use of crypto-asset related services made available through the Safe2transact Platform (hereinafter – the Platform).

1.2. The Platform is operated by NTJ UAB, legal entity code 306169597, with its registered office at Konstitucijos ave. 7, LT-09308, Vilnius, Lithuania (hereinafter – the Company, NTJ, Safe2transact, we, our or us).

1.3. BitGo Europe GmbH (hereinafter – BitGo) is a regulated crypto-asset service provider authorised under Regulation (EU) 2023/1114 on markets in crypto-assets (hereinafter – MiCAR) and is solely responsible for the provision of all crypto-asset services accessible through the Platform.

1.4. The Platform provides technical and administrative support services enabling access to BitGo crypto-asset services. The Company does not provide crypto-asset services, does not hold crypto-assets or fiat funds in custody, does not execute crypto-asset transactions, and does not act as a crypto-asset service provider. The Company may perform client-authorized administrative and operational activities described in Clause 5.5.

1.5. By accessing or using crypto-asset services through the Platform, you acknowledge and agree that:

1.5.1. all crypto-asset services are provided exclusively by BitGo;

1.5.2. your contractual relationship in respect of BitGo services is established directly with BitGo;

1.5.3. your use of BitGo services is subject to separate agreements concluded directly between you and BitGo;

1.5.4. The Company acts solely as a technology platform operator and not as a provider of crypto-asset services; and

1.5.5. BitGo services are provided exclusively pursuant to the applicable BitGo Customer Agreements and not pursuant to these Special Terms and the Platform Terms, and the Company is not a party to the provision of such BitGo services.

2. BITGO SERVICES

2.1. Through the Platform, Client may apply for and access certain crypto-asset services provided exclusively by BitGo, including:

2.1.1. custody and safeguarding of crypto-assets;

2.1.2. crypto-asset wallet services;

2.1.3. exchange of crypto-assets for fiat currency or other crypto-assets;

2.1.4. transfer of crypto-assets; and

2.1.5. other related crypto-asset services provided by BitGo from time to time.

2.2. The availability of BitGo services depends on:

2.2.1. successful completion of onboarding, identity verification, AML/KYC and sanctions screening requirements;

2.2.2. BitGo's internal approval procedures;

2.2.3. applicable laws and regulatory restrictions; and

2.2.4. the Client's country of residence and eligibility.

2.3. The Company does not guarantee that any BitGo services will be available to any Client.

2.4. BitGo services may not be available in certain jurisdictions and may not be provided to persons subject to applicable sanctions, embargoes, restrictive measures or other legal prohibitions.

2.5. The crypto-assets available through the Platform shall be limited to those supported by BitGo and made available by the Company from time to time.

2.6. The Company and/or BitGo may add, restrict, suspend or discontinue support for any crypto-asset where reasonably required for legal, regulatory, security, operational, technical or commercial reasons.

2.7. Where support for a crypto-asset is discontinued, the Client may be required to sell, transfer or withdraw the relevant crypto-asset in accordance with the applicable BitGo Customer Agreements and instructions made available through the Platform or by BitGo.

2.8. The availability of any particular crypto-asset or transaction functionality is not guaranteed and may be temporarily unavailable due to BitGo, blockchain network or other third-party dependencies.

3. CONTRACTUAL RELATIONSHIP WITH BITGO

3.1. Access to BitGo services is conditional upon acceptance, acknowledgement or consent, as applicable to the BitGo Customer Agreements and applicable Risk Disclosures, policies and other terms and documentation required by BitGo from time to time.

3.2. Before accessing BitGo services, Clients must enter into legally binding agreements directly with BitGo, including any applicable:

3.2.1. custodial services agreement;

3.2.2. electronic trading agreement;

3.2.3. risk disclosures;

3.2.4. privacy notices; and

3.2.5. other terms required by BitGo or applicable law.

3.3. The Company may record and retain evidence of the Client's acceptance of the applicable BitGo Customer Agreements and Risk Disclosures, including the date and time of acceptance, the version of the relevant terms accepted and other relevant electronic acceptance records. Such agreements may be accepted electronically through click-through acceptance, tick-box confirmation or other legally valid electronic means.

3.4. Where BitGo updates any BitGo Customer Agreement, Risk Disclosure, policy or other documentation and requires the Client to accept, acknowledge or consent to the updated version as a condition of continued access to BitGo services, the Client must complete such acceptance, acknowledgement or consent before continuing to use the relevant BitGo services. The Company may restrict or suspend access to the relevant BitGo functionality until the applicable requirement has been completed.

3.5. The Client represents and warrants that all information provided to the Company and/or BitGo is and shall remain accurate, complete and up to date and shall promptly provide any updated or additional information reasonably requested in connection with access to BitGo services. The Client shall promptly notify the Company and/or BitGo, as applicable, of any material change to information previously provided. The Client shall not use BitGo services for any unlawful, fraudulent, abusive or prohibited purpose.

3.6. The Client acknowledges and agrees that:

3.6.1. access to BitGo services is subject to BitGo's sole discretion and successful completion of all applicable onboarding, identity verification, AML/KYC, sanctions screening and compliance requirements. The Company may facilitate completion of such requirements on behalf of the Client as authorized under Clause 5.5, while BitGo retains decision-making authority.

3.6.2. acceptance of these Special Terms and the Platform Terms does not guarantee access to BitGo services or establishment of a contractual relationship with BitGo;

3.6.3. BitGo may request additional information, documentation or verification measures at any time in order to comply with applicable legal, regulatory or internal compliance requirements; and

3.6.4. BitGo may reject, suspend, restrict or terminate access to BitGo services in accordance with applicable law, its internal policies and the applicable BitGo Customer Agreements.

3.7. The Company shall not make BitGo crypto-asset functionality available to a Client unless and until the Client has successfully completed all onboarding, identity verification, AML/KYC, sanctions screening and other requirements required by BitGo and has entered into all applicable BitGo Customer Agreements, including the Custody Agreement and Trading Agreement, where applicable.

3.8. The Company is not a party to the agreements concluded between the Client and BitGo and is not responsible for BitGo's services, obligations, decisions or performance. The detailed terms governing custody, order placement, execution, settlement, pricing, spreads, fees, withdrawals, transfers and liability in relation to BitGo services shall be governed exclusively by the applicable BitGo Customer Agreements and BitGo documentation. For the avoidance of doubt, this does not apply to Platform Operator Fees charged separately by the Company for access to and use of the Platform and other Platform-related services, which are governed by these Special Terms and disclosed in accordance with Clause 7. In the event of any inconsistency concerning the provision of BitGo services, the applicable BitGo Customer Agreement shall prevail. References in these Special Terms to BitGo, BitGo services or BitGo's obligations are included solely for the purpose of describing the manner in which such services are made accessible through the Platform and shall not create any contractual obligation of BitGo under these Special Terms.

3.9. BitGo retains sole discretion regarding:

3.9.1. onboarding approval or rejection;

3.9.2. establishment or refusal of business relationships;

3.9.3. transaction approvals;

3.9.4. suspension or termination of services; and

3.9.5. compliance decisions.

4. THE ROLE OF THE COMPANY

4.1. The Company provides only:

4.1.1. the technical Platform interface;

4.1.2. Client access functionality;

4.1.3. technical connectivity and data exchange functionality enabling Clients to access BitGo services;

4.1.4. customer support coordination and communication routing; and

4.1.5. certain onboarding and technical integration functionality.

4.2. The Company does not:

4.2.1. receive or hold Client crypto-assets or fiat funds;

4.2.2. provide custody services;

4.2.3. execute crypto-asset transactions;

4.2.4. provide investment advice or recommendations;

4.2.5. provide crypto-asset services within the meaning of MiCAR; or

4.2.6. act as BitGo's agent, broker, representative or intermediary for regulated crypto-asset services. For clarity, the Company may perform client-authorized administrative and operational activities as described in Clause 5.5.

4.3. The Company provides a technical interface enabling Clients to access BitGo services. All onboarding, transaction processing, custody, execution and other regulated crypto-asset services are performed exclusively by BitGo. The Company does not assess, approve, modify, process or execute crypto-asset transactions. Nothing in these Special Terms shall be construed as creating any agency, brokerage, fiduciary, partnership or similar relationship between the Company and the Client in relation to BitGo services.

4.4. The Company does not guarantee uninterrupted availability of the Platform or BitGo services and shall not be liable for temporary interruptions, maintenance, technical failures or third-party infrastructure outages.

5. CUSTOMER DATA AND CONSENTS

5.1. In order to facilitate the Client's access to BitGo services, the Company may collect, process and disclose to BitGo personal data and other information as necessary for:

5.1.1. onboarding;

5.1.2. AML/KYC verification;

5.1.3. sanctions screening;

5.1.4. fraud prevention;

5.1.5. transaction monitoring;

5.1.6. provision of BitGo services.

5.2. Clients acknowledge and agree that BitGo may communicate directly with them where required for regulatory, compliance, operational, security or legal purposes, including, without limitation, in relation to onboarding, identity verification, AML/KYC and sanctions screening requirements, account maintenance, transaction execution, regulatory disclosures, account statements, security matters, complaints handling and any other matters relating to BitGo services.

5.3. Clients acknowledge and agree that information, requests, communications and data relating to BitGo services may be transmitted electronically between the Client, the Company and BitGo through the Platform and related technical infrastructure.

5.4. Clients acknowledge and agree that information relating to their onboarding status, account information, custodial accounts, wallet information, transaction activity, use of BitGo services and other information reasonably required for the provision of BitGo services may be shared between the Company and BitGo through the Platform, API integrations or other technical means for operational, customer support, security, compliance, regulatory and legal purposes.

5.5. Client authorizes the Platform Operator, including its service providers, partners and subcontractors (collectively, the "Service Providers"), to assist the Client in connection with the Client's access to services available through the Platform, including submitting information and documentation, coordinating communications, facilitating identity verification, AML/KYC procedures, account maintenance requests and administrative or operational actions expressly authorized by the Client.

5.5.1. Nothing in Clause 5.5. authorizes the Platform Operator to exercise discretion over the Client assets, enter into agreements on behalf of the Client, provide investment advice, custody services, or otherwise perform regulated crypto-asset services reserved to BitGo.

5.5.2. The Platform Operator shall remain responsible for all acts and omissions of its Service Providers to the extent such Service Providers perform administrative or operational activities on behalf of the Platform Operator pursuant to Clause 5.5. For the avoidance of doubt, nothing in this Clause makes the Platform Operator responsible for decisions, acts or omissions of BitGo, or for Client instructions, transactions or other activities carried out by the Client.

5.6. Clients acknowledge that personal data relating to their access to and use of BitGo services may be collected, processed, used and disclosed by both the Company and BitGo in accordance with applicable data protection laws and their respective privacy notices. Further information regarding the Company's processing of personal data is available in the Safe2transact Privacy Policy, available at Privacy policy – Safe2transact. Information regarding BitGo's processing of personal data is available in BitGo's Privacy Notice, as amended from time to time and available at https://www.bitgo.com/legal/bitgo-privacy/.

6. CUSTOMER SUPPORT AND COMMUNICATIONS

6.1. The Company acts as the primary customer support contact for technical, onboarding platform-related matters or client -authorized operational assistance and account administration support.

6.2. Requests, complaints or communications relating to BitGo's regulated crypto-asset services may be submitted through the Company as the primary customer support contact and, where appropriate or necessary, forwarded to BitGo for handling in accordance with the applicable BitGo Customer Agreements.

6.3. BitGo remains responsible for responding to and handling complaints and communications relating to its regulated crypto-asset services in accordance with applicable law.

6.4. Clients agree that communications relating to BitGo services may be delivered electronically through the Platform, in-platform notifications, by email or other electronic communication channels.

6.5. Clients acknowledge and agree that account statements, regulatory disclosures, notices, communications and other information relating to BitGo services may be provided electronically by BitGo and/or the Company through the Platform, email or other electronic communication channels permitted by applicable law.

7. FEES

7.1. Fees and charges relating to crypto-asset services provided by BitGo, including, where applicable, custody fees, transaction fees, blockchain network fees, exchange or conversion

fees and any other fees or charges imposed by BitGo, shall be determined and governed exclusively by the applicable BitGo Customer Agreements, pricing information and other documentation made available by BitGo.

7.2. The Company may charge the Client separate fees for access to and use of the Platform and for technical, administrative, connectivity, customer support and other Platform-related services provided by the Company ("Platform Operator Fees"). Platform Operator Fees constitute consideration for services provided by the Company in its capacity as Platform Operator and not for the provision of crypto-asset services by BitGo.

7.3. The Platform Operator Fees charged by the Company are available at https://safe2transact.com/pricing#crypto and may also be displayed or otherwise made available to the Client through the Platform. Where applicable, the relevant Platform Operator Fee shall be disclosed to the Client before the Client confirms the relevant fee-bearing service.

7.4. The Company may amend the Platform Operator Fees from time to time. Any amended fees shall be published at https://safe2transact.com/pricing#crypto and/or otherwise communicated or made available through the Platform and shall apply from the effective date indicated by the Company, subject to any notice requirements under applicable law.

7.5. By requesting or confirming a fee-bearing service or transaction through the Platform, the Client agrees to pay the Platform Operator Fees disclosed and applicable at the time the relevant service or transaction is requested or confirmed.

8. RISK DISCLOSURES

8.1. Crypto-assets involve significant risks, including but not limited to volatility, liquidity risk, cybersecurity risks, technology failures, regulatory uncertainty, partial or total loss of value, market manipulation, blockchain-related risks and loss arising from unauthorised access or security incidents.

8.2. Clients should carefully assess whether crypto-asset services are appropriate for their financial circumstances and risk tolerance.

8.3. The Company does not provide investment, financial, tax or legal advice relating to crypto-assets.

8.4. The Client must review and, where required by BitGo, acknowledge or accept the applicable Risk Disclosures provided by BitGo before accessing the relevant BitGo services. Such Risk Disclosures apply to the Client's use of BitGo services in accordance with the applicable BitGo Customer Agreements.

8.5. WARNING: Crypto-assets are highly volatile and may lose part or all of their value. Crypto-asset services are not covered by deposit guarantee schemes and may not be covered by investor compensation schemes. Clients may lose all funds invested in crypto-assets.

8.6. Neither the Company nor BitGo controls the underlying blockchain protocols, distributed ledger networks or third-party infrastructure on which crypto-assets operate. Changes, disruptions, forks, congestion, technical failures or other events affecting such networks may affect the availability, timing, cost or outcome of transactions.

9. SUSPENSION AND TERMINATION

9.1. The Company or BitGo may suspend, restrict or terminate access to BitGo services through the Platform where reasonably necessary for:

9.1.1. legal or regulatory compliance;

9.1.2. AML/KYC or sanctions obligations;

9.1.3. fraud prevention;

9.1.4. security concerns;

9.1.5. suspected unlawful activity;

9.1.6. breach of applicable agreements; or

9.1.7. operational or technical reasons.

9.2. Suspension or termination of BitGo services does not necessarily terminate access to the Platform generally.

9.3. Following termination, Clients may remain subject to BitGo agreements and obligations relating to existing wallets, balances or transactions.

10. LIMITATION OF LIABILITY

10.1. To the maximum extent permitted by applicable law, the Company shall not be liable for:

10.1.1. BitGo's services, acts, omissions or decisions;

10.1.2. crypto-asset losses or market fluctuations;

10.1.3. blockchain failures or network disruptions;

10.1.4. delays or failures caused by third-party infrastructure;

10.1.5. transaction execution failures;

10.1.6. restrictions imposed by BitGo or regulators; or

10.1.7. losses arising from the use of BitGo services.

10.2. The Company's responsibility in connection with access to BitGo services is limited to the operation of the Platform and the technical transmission of information, instructions and communications between the Client and BitGo to the extent such functionality is operated by the Company. BitGo remains solely responsible for the provision of regulated crypto-asset services.

10.3. Nothing in these Special Terms excludes liability that cannot legally be excluded under applicable law.

11. GOVERNING LAW

11.1. These Special Terms shall be governed by and construed in accordance with the laws of the Republic of Lithuania, except for any contractual relationship concluded directly between the Client and BitGo, which shall be governed by the terms agreed with BitGo.

12. CONTACT INFORMATION

12.1. Questions relating to the Platform may be submitted through the contact channels available at: https://safe2transact.com/contact-us/

12.2. Questions relating specifically to BitGo services may also be directed to BitGo in accordance with the contact details provided in the applicable BitGo agreements.

By clicking "Accept", the Client confirms that the Client has read, understood and agrees to be bound by these Special Terms, acknowledges the direct contractual relationship with BitGo in respect of BitGo services, and acknowledges that personal data and other information may be processed and shared as described in these Special Terms and the applicable privacy notices.