

**MASTER PURCHASE AGREEMENT**

**Liquid Latam, Ltd.** (d/b/a Solidus OTC), a Limited Company formed under the laws of the British Virgin Islands ("Solidus") and the counterparty identified below ("Counterparty" and, together with Solidus, the "Parties" and each a "Party") are entering into this Master Purchase Agreement as of the date set forth below.

By signing below, Counterparty agrees to be bound by this Master Purchase Agreement, including the attached Terms of Business (Appendix I), the attached Settlement Terms (Appendix II) and the attached Supplemental Terms (Appendix III) (each of which Counterparty hereby acknowledges receiving), which are incorporated by reference herein, and represents that all information provided below is accurate and complete.

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BY SIGNING BELOW, COUNTERPARTY ACKNOWLEDGES THAT THE MASTER PURCHASE AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN SECTION 5.5 OF THE TERMS OF BUSINESS AND THAT COUNTERPARTY HAS RECEIVED, READ, UNDERSTOOD, AND AGREED TO THE TERMS THEREOF.

The individual signing below represents and warrants to Solidus that he or she is duly authorized and has the legal capacity to execute and deliver this Master Purchase Agreement.

**Counterparty Information:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Entity's Full Legal Name:  
Legal Representative's Name:  
Title:  
Jurisdiction of Formation or Incorporation:

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**Counterparty Address for Notices:**

Address:  
Attention:  
Email:  
Telephone:

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**I accept** that Solidus includes my contact information in its Distribution Channels (Telegram, email, among others) to send me the latest news, trends, opinions and developments related to the business and economy of Digital Assets and that may be of interest to me: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:  
**Liquid Latam, Ltd (d/b/a Solidus OTC),**

\_\_\_\_\_  
By:  
Title:

Date:

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## APPENDIX I TERMS OF BUSINESS

### DEFINITIONS

**Section 1.1 Definitions.** In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms shall have the meanings specified in this Section 1.1:

**“Agreement”** shall mean, collectively, the Master Purchase Agreement completed and executed by Counterparty, including these Terms of Business, the Settlement Terms set forth as Appendix II and the Supplemental Terms set forth as Appendix III.

**“Business Day”** shall mean any day which is not a Saturday or Sunday or a bank holiday in the United States, or, as the context requires, a country in which a Counterparty’s banking institution used for a transaction is domiciled.

**“Counterparty Purchased Asset”** shall mean, with respect to a transaction in which Solidus is selling Digital Assets to Counterparty, the number of units of such Digital Assets to be sold.

**“Counterparty Purchase Price”** shall mean, with respect to a transaction in which Solidus is selling Digital Assets to Counterparty, the price to be paid by the Counterparty to Solidus for the relevant Counterparty Purchased Asset, which purchase price may be denominated in a fiat currency or another Digital Asset.

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**“Counterparty Wallet”** shall mean the applicable location, wallet, address, account, or storage device designated by Counterparty for delivery of Digital Assets.

**“Digital Assets”** shall mean, as the context requires, cryptocurrencies, digital tokens, stablecoins (e.g., tokenized representations of value), tokenized assets and security tokens.

**“Foreign Bank”** shall mean an organization that (i) is organized under the laws of a foreign country, (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank.

**“Foreign Shell Bank”** shall mean a Foreign Bank without a Physical Presence in any country but does not include a regulated affiliate.

**“Non-Cooperative Jurisdiction”** shall mean any country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering (“FATF”), of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. See <http://www.fatf-gafi.org> for FATF’s list of non-cooperative countries and territories.

**“OFAC”** shall mean the United States Office of Foreign Assets Control. The lists of OFAC prohibited countries, territories, persons, and entities can be found on the OFAC website at <http://www.treas.gov/offices/enforcement/ofac/>.

**“Person”** shall mean any individual, corporation, partnership, association, limited liability company, trust, estate, or other entity, either individually or collectively.

**“Physical Presence”** shall mean a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank (i) employs one or more individuals on a full-time basis, (ii) maintains operating records related to its banking activities, and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities.

**“Solidus Purchased Asset”** shall mean, with respect to a transaction in which Solidus is purchasing Digital Assets from Counterparty, the number of units of such Digital Asset to be purchased.

**“Solidus Purchase Price”** shall mean, with respect to a transaction in which Solidus is purchasing Digital Assets from Counterparty, the price to be paid by Solidus to Counterparty for the relevant Solidus Purchased Asset, which purchase price may be denominated in a fiat currency or another Digital Asset.

**“Solidus Wallet”** shall mean the applicable location, wallet, address, account, or storage device designated by Solidus for delivery of Digital Assets.

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**“Custody Services”** shall mean the settlement, safekeeping and reporting of Counterparty’s marketables securities, assets and cash, with the obligation on the part of the custodian to return the values of the same characteristics, at the end of the relationship. This definition will apply to both FIAT and any type of Virtual Asset or Cryptocurrency.

**“Fiduciary Services”** shall mean the services provided serving as a trustee, executor, personal administrator or discretionary agent having direct responsibility for managing assets for or on behalf of individuals and families, as well as estates, trusts.

## **SALE AND PURCHASE OF THE PURCHASED DIGITAL ASSETS**

**Section 2.1 Trade Requests.** During the term of this Agreement and at such times as mutually agreed by the Parties, the Parties may affect transactions in Digital Assets in accordance with the following procedures:

(a) Counterparty may submit to Solidus, via an approved communications channel, as set forth in Section 2.3, a request to purchase or sell a specified Digital Asset (a **“Trade Request”**) on either a spot or forward basis. Solidus may also provide, in the future, an electronic or otherwise automated trading or quotation platform, the terms of use of which may incorporate and modify the terms of this Section 2.

(b) Upon receipt of a Trade Request, Solidus may, but is not required to, provide to Counterparty, via electronic and/or telephonic communication, a price (which may be denominated in a fiat currency or another Digital Asset) at which it is willing to sell or purchase (as the case may be) a specified quantity of such Digital Asset (a **“Trade Quote”**). For the avoidance of doubt, Solidus may decline to provide a Trade Quote for any reason in its sole discretion.

(c) Counterparty must accept a Trade Quote by electronic and/or telephonic communication within ten (10) seconds of the time the electronic communication is sent or the time of the telephonic communication (the **“Acceptance Window”**); provided, however, that Solidus may withdraw a Trade Quote by electronic or telephonic communication at any time prior to acceptance.

(d) If Counterparty accepts the Trade Quote within the Acceptance Window, a binding transaction will be deemed to have been executed at the time of acceptance (the “Time of Acceptance”), on the terms set forth in the Trade Quote and this Agreement (a “Completed Trade”).

(e) If the Trade Quote is not accepted within the Acceptance Window, the Trade Quote shall be deemed to be rejected and expire and no transaction may be affected in accordance with such Trade Quote. In the event that a Trade Quote is rejected or is not accepted within the Acceptance Window, Solidus may provide, and Counterparty may request that Solidus provide a new Trade Quote.

(f) Following the valid acceptance of a Trade Quote, Solidus shall send to Counterparty a summary of the terms of the Completed Trade including the following information: (i) the type of Digital Asset to be purchased or sold; (ii) whether Solidus is selling or purchasing the relevant Digital Asset; (iii) the Counterparty Delivery Time; (iv) where Solidus is selling the relevant Digital Asset, the Counterparty Purchased Asset and the Counterparty Purchase Price; and (v) where Solidus is purchasing the relevant Digital Asset, the Solidus Purchased Asset and the Solidus Purchase Price. Such summary shall also include wire/ wallet instructions for settlement, or a request for additional information from the Counterparty regarding their wire/wallet instructions, in each case in accordance with the Settlement Terms set forth in Appendix II. The Parties acknowledge and agree that the failure of Solidus to send such summary shall not affect the validity of a Completed Trade.

(g) If Solidus determines that a Trade Quote contained an obvious error with respect to the price or amount of the Digital Asset(s) set forth therein, then Solidus shall have the right to cancel the Completed Trade based upon such Trade Quote by delivering notice to Counterparty within two (2) hours after Counterparty’s acceptance of such Trade Quote in accordance with Section 2.1(d).

(h) Each Party (i) consents to the recording of any communication (including telephone conversations) between the trading, investment, sales, and other relevant personnel of the Parties via telephone, email, written mail or personal conversation in connection with this Agreement or any potential Trade Request or Completed Trade, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel, and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any proceeding.

**Section 2.2 Purchase and Sale.** For each Completed Trade, Counterparty or Solidus, as the case may be, will sell, transfer and deliver, and the other Party will purchase, all right, title and interest in and to the Solidus Purchased Asset or the Counterparty Purchased Asset, respectively, in accordance with the Settlement Terms set forth in Appendix II.

**Section 2.3 Communications Channels.** For the purposes of communications related to the transactions contemplated hereunder, Solidus and the Counterparty may use a variety of communications channels, including i) email, ii) telephonic or video chat conversation, iii) chat applications (e.g., Skype, Whatsapp, Telegram, etc.) and iv) any other form of communication mutually agreed to by the parties.

**Section 2.4 Trade Receipt.** Following settlement of any Completed Trade, Solidus will provide to the Counterparty a summary of such transaction including i) the Counterparty name, ii) Trade Quote acceptance date and time, iii) Completed Trade settlement date, iv) communications channel used for negotiation, quotation and settlement of the Completed Trade, v) material underlying terms of the Completed Trade and vi) the transaction ID of any Digital Asset network transaction initiated by Solidus in settlement of the Completed Trade.

**Section 2.5 Term.** This Agreement shall remain in effect until terminated in writing by either Party; provided, however, that any termination shall not affect the Parties’ obligations with respect to any

Completed Trades entered into prior to such termination. However, Solidus may modify the conditions of the Agreement when it deems necessary, prior notification by any means to the Counterparty.

### **REPRESENTATIONS AND WARRANTIES**

**Section 3.1 Solidus Representations and Warranties.** Solidus represents and warrants to Counterparty as follows, which representations and warranties shall be deemed to be continuing during the term of this Agreement unless otherwise specified herein:

(a) Solidus is a limited company formed under the laws of the British Virgin Islands, validly existing and in good standing under the laws thereof. Solidus has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Solidus of this Agreement, the performance by Solidus of its obligations hereunder and the consummation by Solidus of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Solidus.

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(b) This Agreement has been duly ~~delivered by Solidus~~ and (assuming due authorization, execution and delivery by Counterparty) constitutes a valid and legally binding obligation of Solidus, enforceable against Solidus in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.

(c) Neither the delivery of this Agreement, nor the consummation of the transactions contemplated hereby (at the time of such transactions), does or will violate any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Solidus is subject or conflict with, violate or constitute a default under any agreement, debt or other instrument to which Solidus is a party.

(d) Neither Solidus, nor any Person who controls Solidus or any Person for whom Solidus is acting as an agent or nominee, as applicable (i) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC from time to time; (ii) is a Foreign Shell Bank; or (iii) resides in or transfers funds from or through an account in a Non-Cooperative Jurisdiction.

(e) With respect to any Counterparty Purchased Asset that Solidus sells, transfers and delivers to Counterparty under any Trade Request, Solidus is, at the time of such sale, transfer or delivery, the lawful owner of such Counterparty Purchased Asset with good and marketable title thereto, and Solidus has the absolute right to sell, assign, convey, transfer and deliver such Counterparty Purchased Asset. Such Counterparty Purchased Asset is free and clear of any and all security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances, or similar rights.

(f) Solidus is the lawful owner of each Solidus Wallet and has a good title thereto. Each Solidus Wallet is owned and operated solely for the benefit of Solidus, and no Person, other than Solidus, has any right, title or interest in any Solidus Wallet.

(g) Solidus is not responsible for delays, returns, requirements, withholding of funds and any other situation that could well be attributable to banks or any other financial institution. Therefore, these situations will not generate additional amounts or penalties for Solidus.

(h) Solidus reserves the right to carry out all administrative, financial and legal measures that are necessary to safeguard the nature and purpose of the Agreement, some of which may be carried out with or without prior notification or authorization from the Counterparty.

**Section 3.2 Counterparty Representations and Warranties.** Counterparty hereby represents and warrants to Solidus as follows, which representations and warranties shall be deemed to be continuing during the term of this Agreement unless otherwise specified herein:

(a) The information relating to Counterparty set forth in this Agreement is true and complete in all respects, except to the extent that Counterparty has provided notice of any change to Solidus. All information (including without limitation all forms, certificates, or documents) that have or will be furnished by Counterparty or on behalf of Counterparty to Solidus or any of its representatives or service providers with respect to this Agreement, including information relating to the onboarding of Counterparty into Solidus' trading and customer systems, is or will be true, accurate, and complete in every material respect.

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(b) If Counterparty is not a natural person, Counterparty is validly existing and in good standing under the laws of the jurisdiction in which it was formed. Counterparty has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. If Counterparty is not a natural person, the execution and delivery by Counterparty of this Agreement, the performance by Counterparty of its obligations hereunder and the consummation by Counterparty of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Counterparty.

(c) This Agreement has been duly executed and delivered by Counterparty and (assuming due authorization, execution and delivery by Solidus) constitutes a valid and legally binding obligation of Counterparty, enforceable against Counterparty in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.

(d) Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Counterparty is subject or conflict with, violate or constitute a default under any agreement, debt or other instrument to which Counterparty is a party.

(e) Neither Counterparty (nor, if Counterparty is not a natural person, any Person who controls Counterparty) or any Person for whom Counterparty is acting as an agent or nominee, as applicable (i) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC from time to time; (ii) is a Foreign Shell Bank; or (iii) resides in or transfers funds from or through an account in a Non-Cooperative Jurisdiction.

(f) With respect to any transaction contemplated hereunder, Counterparty is acting for its own benefit and not for the benefit of or as an agent to any third party.

(g) With respect to any Solidus Purchased Asset that Counterparty sells, transfers and delivers to Solidus under any Trade Request, Counterparty is the lawful owner of such Solidus Purchased Asset with good and marketable title thereto, and Counterparty has the absolute right to sell, assign, convey, transfer and deliver such Solidus Purchased Asset. Such Solidus Purchased Asset is free and clear of any and all security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances, or similar rights.

**(h)** Counterparty is the lawful owner and has control of each Counterparty Wallet and has good title thereto. Each Counterparty Wallet is owned and operated solely for the benefit of Counterparty, and no Person, other than Counterparty, has any right, title, or interest in any Counterparty Wallet.

**(i)** Counterparty agrees, understands and acknowledges that (i) Solidus engages in the bilateral purchase and sale of Digital Assets, including any such transaction contemplated by this Agreement, solely on a proprietary basis for investment purposes for its own account; (ii) if Solidus transacts with Counterparty it does so solely on a bilateral basis; and (iii) Solidus is not providing and will not provide any fiduciary, custody, advisory, exchange, or other similar services with respect to Counterparty, any person related to or affiliated with Counterparty, or any transaction subject to this Agreement.

**(j)** Counterparty agrees, represents and warrants that (i) Counterparty is solely responsible for any decision to enter into a transaction subject to this Agreement, including the evaluation of any and all risks related to any such transaction; and (ii) in entering into any such transaction, Counterparty has not relied on any statement or other representation of Solidus other than as expressly set forth herein. Counterparty is a sophisticated party capable of understanding and analyzing the risks involved in the investment of Digital Assets, including, without limitation, price volatility, custody solutions and the risk of loss.

**(k)** No agent, broker, finder or other third party acting on behalf of Counterparty is or will be entitled to any brokers' or finders' fee or any other commission or similar fee from Solidus in connection with the transactions contemplated by this Agreement. Notwithstanding the foregoing, to the extent that Counterparty and/or Solidus have engaged a third party as a referral source or Counterparty agent (e.g., a "steward"), such engagement shall not be considered a violation of this representation if disclosed to Solidus.

**Section 3.3 Counterparty Acknowledgments.** Counterparty agrees, understands, and acknowledges that:

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**(a)** Solidus engages in the bilateral purchase and sale of Digital Assets, including any such transactions contemplated by this Agreement, solely on a proprietary basis for its own account and if Solidus transacts with Counterparty, it does so solely on a bilateral basis.

**(b)** Counterparty is solely responsible for any decision to enter into a transaction subject to this Agreement, including the evaluation of any and all risks related to any such transaction.

**(c)** In entering into any transaction subject to this Agreement, Counterparty has not relied on any statement or other representation of Solidus other than as expressly set forth herein.

**(d)** The Counterparty recognizes and accepts the measures adopted by Solidus as necessary in order to avoid possible liabilities derived from activities unrelated to the services provided by Solidus and that Solidus does not intend to provide.

#### **EVENTS OF DEFAULT**

**Section 4.1 Events of Default.** Each of the following shall be deemed an "Event of Default" by Counterparty:

**(a)** Counterparty fails to comply with any provision of, or perform any obligation under, this Agreement, including an obligation to deliver to Solidus the Counterparty Purchase Price or the

Solidus Purchased Asset, as the case may be, in connection with any Completed Trade by the relevant Counterparty Delivery Time;

**(b)** Any representation or warranty made by Counterparty is not or ceases to be true or correct in any material respect.

**(c)** Counterparty has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted and either (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief of the making of an order for its winding-up or liquidation, or (ii) is not dismissed, discharged, stayed or restrained, in each case within sixty (60) days of the institution or presentation thereof;

**(d)** Counterparty states that it is unable to pay its debts upon maturation; or

**(e)** Any regulatory authority with jurisdiction over Counterparty suspends the conduct of Counterparty's usual business or revokes any material authorizations, memberships, licenses, or other similar approvals.

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**(f)** The funds and/or Assets transferred to Solidus in order to Trade are not liquidated in a period of no more than 5 days, due to causes attributable to the Counterparty (i.e failing to authorize the Trade, failing to approve the Trade Quotation, lost of all communications, etc.).

**Section 4.2 Remedies.** Upon the occurrence of an Event of Default, Solidus shall have the right, in its sole discretion, to take any of the following actions:

**(a)** Cancel and terminate any Completed Trade that has not yet settled and require Counterparty to pay Solidus an amount reasonably determined by Solidus to compensate it for any and all losses, costs, expenses, and fees incurred in connection with such cancelled trade, including any loss of bargain, cost of funding, or loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position.

**(b)** Set off and net any obligations of Solidus to Counterparty against any obligations of Counterparty to Solidus.

**(c)** In case of the events of Section 4.1 (f), Solidus shall have also the right, in its sole discretion, to take any of the following actions: (i) Reintegrate the Assets to the Counterparty as a result of the failure to complete the Trade, minus all the associated costs and commissions that applies, to the Counterparty's registered Wallet (Quote in Crypto); (ii) Reintegrate to the Counterparty the equivalent Assets in USDT (ERC-20) as a result of the failure to complete the Trade, minus all the associated costs and commissions that applies, to the Counterparty's registered Wallet (Quote in USDT); and (iii) Reintegrate to the Counterparty the equivalent Assets in FIAT Currency (i.e. US Dollar) as a result of the failure to complete the Trade, minus all the associated costs and commissions that applies, to the Counterparty's registered Bank Account (Quote in FIAT).

**(d)** Terminate any or all of Solidus's obligations for future performance to Counterparty; and

**(e)** Take such other actions as Solidus, in its sole discretion, deems necessary or appropriate for its protection, all without notice or advertisement.



## MISCELLANEOUS

**Section 5.1 Amendments; Waivers.** Counterparty agrees that Solidus may amend the provisions of this Agreement at any time upon fifteen (15) days' notice to Counterparty. Counterparty acknowledges and agrees that by continuing to trade with Solidus after such notice period, Counterparty accepts any such amendments to this Agreement. This Agreement may not be otherwise amended without the prior written consent of Solidus. No consent with respect to any action or omission by a Party shall operate as a consent to, waiver of, or estoppel with respect to, any other or subsequent action or omission. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or at equity.

**Section 5.2 Assignment; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, personal representatives, and permitted assigns. Counterparty may not assign or delegate its rights or obligations hereunder without the prior written consent of Solidus, which may be withheld in Solidus's sole discretion.

**Section 5.3 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

**Section 5.4 Descriptive Headings and Construction.** The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Unless otherwise indicated, references to Sections herein are references to Sections of this Agreement.

### **Section 5.5 Governing Law; Venue; Waiver of Jury Trial.**

(a) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wyoming, without giving effect to the principles of conflicts of law thereof. Subject to Section 5.5(b), each Party hereby agrees that (i) any and all litigation arising out of this Agreement shall be conducted only in state or federal courts located in the State of Wyoming, and (ii) such courts shall have the exclusive jurisdiction to hear and decide such matters. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES, AND AGREES THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

(b) Notwithstanding anything to the contrary contained in Section 5.5(a), Counterparty hereby agrees that Solidus shall have the right to elect to arbitrate and compel arbitration of any dispute hereunder through final and binding arbitration before JAMS (or its successor) ("JAMS"). Solidus may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to Counterparty; provided, however, that either Party may, without inconsistency with this arbitration provision, apply to any court in accordance with Section 5.5(a) and seek injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Any arbitration to be conducted pursuant to this Section 5.5(b) will be conducted in New York, New York by one neutral arbitrator operating and appointed from the JAMS panel of neutrals in accordance with the provisions of JAMS Streamlined Arbitration Rules and Procedures in effect at the time the demand for arbitration is filed. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including the issuance of an injunction; provided, however, that the arbitration award shall not include factual findings or conclusions of law and no punitive damages shall be awarded. The fees and expenses of such arbitration shall be borne by the



non-prevailing Party, as determined by such arbitration. The provisions of this Section 5.5(b) with respect to the arbitration conducted pursuant to this Section 5.5(b) before JAMS may be enforced by any court of competent jurisdiction, and the Parties seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the Party against whom enforcement is ordered. The Parties agree that this Section 5.5(b) has been included to rapidly and inexpensively resolve any disputes between them with respect to the matters described herein, and that this Section 5.5(b) shall be grounds for dismissal of any court action commenced by any Party with respect to a dispute arising out of such matters, in the event Solidus elects to compel arbitration. The Parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by applicable law or judicial decision.

(c) Each Party irrevocably and unconditionally hereby submits to the personal jurisdiction of such courts described in Section 5.5(a) and/or JAMS arbitration described in Section 5.5(b) and waives any objection such Party may now or hereafter have to venue or that such courts and/or JAMS arbitration are inconvenient forums.

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**Section 5.6 Confidentiality.** Counterparty hereby agrees to not disclose and to otherwise keep confidential, the transactions contemplated hereby ("Confidential Information"). If Counterparty is required by law, rule or regulation to disclose any Confidential Information, Counterparty will, to the extent legally permissible, provide Solidus with prompt written notice of such requirement so that Solidus may seek an appropriate protective order or waive compliance with this Section 5.6. Solidus shall promptly respond to such request in writing by either authorizing the disclosure or advising of its election to seek such a protective order, or, if Solidus fails to respond promptly, such disclosure shall be deemed approved. Counterparty hereby further agrees to not make any public announcement, public statement or advertisement relating to the relationship of the Parties or the fact that the Parties engaged in any transaction without the prior written consent of Solidus. The confidentiality obligations set forth in this Section 5.6 shall survive the termination or expiration of this Agreement.

**Section 5.7 Entire Agreement.** This Agreement and each Trade Request executed on or after the date hereof contain the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, written or oral, among the Parties with respect thereto. Without limiting the generality of the foregoing, this Agreement supersedes and replaces in its entirety any Master Purchase Agreement previously entered into between the Parties.

**Section 5.8 Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Transmission by telecopy, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient execution and delivery of such counterpart.

**Section 5.9 Notices, Consents, etc.** Any notices, consents or other communications required or permitted to be sent or given hereunder by either of the Parties shall in every case be in writing and shall be deemed properly served if (i) delivered personally, (ii) sent by registered or certified mail, in all such cases with first-class postage prepaid, return receipt requested, (iii) delivered by a recognized overnight courier service or (d) sent via email, to the Parties, at the addresses as set forth below or at such other addresses as may be furnished in writing.

(a) If to Solidus, to:

Liquid Latam Ltd (dba Solidus OTC)  
495 Av. Javier Barros Sierra, Park Plaza  
Santa Fe 01219, Ciudad de México, México.

[onboarding@solidusotc.com](mailto:onboarding@solidusotc.com)

Attention: Horacio Gandara Sedales

(b) If to Counterparty, to the address for notices set forth by Counterparty on the Master Purchase Agreement executed by Counterparty

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Date of service of such notice shall be (w) the date such notice is personally delivered or sent by email, (x) three (3) Business Days after the date of mailing if sent by certified or registered mail, or (y) one (1) Business Day after the date of delivery to the overnight courier if sent by overnight courier.

**Section 5.10 Authorized Persons.** If Counterparty is not a natural person, Counterparty agrees that Solidus may rely on, and Counterparty shall be bound by, any notice, Trade Request or other communication provided by any person that Solidus reasonably believes is authorized by Counterparty to provide such notice, Trade Request or other communication, whether or not such person has actual authority to do so on behalf of the Counterparty.

**Section 5.11 No Third-Party Beneficiary.** The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.



## **APPENDIX II SETTLEMENT TERMS**

The Parties shall settle each Completed Trade in accordance with the following settlement terms:

**(a)** By no later than the Counterparty Delivery Time (i) if Counterparty is purchasing the Counterparty Purchased Asset from Solidus, then Counterparty shall transfer, or cause to be transferred, the Counterparty Purchase Price to Solidus by transfer of immediately available funds to the account designated by Solidus or Digital Assets on the applicable Digital Asset Network to the applicable Solidus Wallet or (ii) if Solidus is purchasing the Solidus Purchased Asset from Counterparty, then Counterparty shall deliver, or cause to be delivered, the Solidus Purchased Asset to Solidus by transfer of immediately available Digital Assets on the applicable Digital Asset Network to the applicable Solidus Wallet. Counterparty agrees and acknowledges that with respect to any and all wire transfers from Counterparty or on behalf of Counterparty to Solidus, the name on the originating account must match exactly the Counterparty name as provided by Counterparty to Solidus and if it does not, Solidus reserves the right to reject the wire transfer.

**(b)** As promptly as is reasonably practicable following receipt of the Counterparty Purchase Price or receipt of the Solidus Purchased Asset by Solidus (i) if Counterparty is purchasing the Counterparty Purchased Asset from Solidus, then Solidus shall deliver, or cause to be delivered, the Counterparty Purchased Asset to Counterparty by transfer of Digital Assets on the applicable Digital Asset Network to the applicable Counterparty Wallet or (ii) if Solidus is purchasing the Solidus Purchased Asset from Counterparty, then Solidus shall transfer or cause to be transferred, the Solidus Purchase Price to Counterparty by transfer of immediately available funds to the account designated by Counterparty or Digital Assets on the applicable Digital Asset Network to the applicable Counterparty Wallet.

**(c)** If on any Settlement Date, the Parties have payment and delivery obligations with respect to multiple Completed Trades in the same Digital Asset, Solidus may net such Completed Trades against each other as follows: (i) any Solidus Purchased Asset that Counterparty is required to deliver will be netted against any Counterparty Purchased Asset that Solidus is required to deliver; (ii) any Counterparty Purchase Price that Counterparty is required to pay will be netted against any Solidus Purchase Price that Solidus is required to pay; and (iii) a net number of units of the relevant Digital Asset will be delivered by one Party against a net purchase price to be paid by the other Party.

In addition to the capitalized terms defined elsewhere in the Agreement, capitalized terms in this Appendix II shall have the following meanings:

“Counterparty Bank” shall mean the bank identified by Counterparty as part of Solidus’s onboarding procedures, or such other bank as the Parties may mutually agree.

“Counterparty Delivery Time” shall mean: (i) if the Completed Trade is a spot trade and Counterparty is delivering Digital Assets, then twenty-four (24) hours after the Time of Acceptance; (ii) if the



Completed Trade is a spot trade, Counterparty is delivering fiat currency, and the Time of Acceptance occurs before 2:00 p.m. Local Time on a Local Business Day, then 5:00 p.m. Local Time on the same day; (iii) if the Completed Trade is a spot trade, Counterparty is delivering fiat currency, and the Time of Acceptance occurs at or after 2:00 p.m. Local Time on a Local Business Day or on a day that is not a Local Business Day, then 2:00 p.m. Local Time on the following Local Business Day; and (iv) if the Completed Trade is a forward trade, then 2:00 p.m. Central Time on the day specified in the applicable Trade Quote, or at such other time mutually agreed upon by the Parties. Notwithstanding the foregoing, the Counterparty Delivery Time may be determined by the Parties at the time of Trade Quote acceptance or prior to settlement of the Completed Trade. In addition, Solidus may unilaterally alter the Counterparty Delivery Time, including alterations specific to a Counterparty, to a jurisdiction in which a Counterparty operates, to a banking partner through whom a Counterparty transacts, or to a specified Digital Asset. Upon notice of a change in Counterparty Delivery Time, a Counterparty shall have a reasonable period within which it may cancel the Trade Quote acceptance.

“Digital Asset Network” shall mean the peer-to-peer computer network that governs the transfer of the applicable Digital Asset.

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“Local Business Day” shall mean a day other than Saturday or Sunday on which the Counterparty Bank is open for business.

“Local Time” shall mean the time in the city where the Counterparty Bank is located, as specified in the information previously delivered by Counterparty to Solidus.

“Settlement Date” shall mean, with respect to a Completed Trade, the date upon which the transaction settles, which will be the same day that Solidus delivers to Counterparty the Counterparty Purchased Asset or the Solidus Purchase Price, as applicable, pursuant to clause (b) above.