

# ADGM General Terms and Conditions

Branch Office: AMINA Bank AG, ADGM (“AMINA ADGM”)

## Banking services provided by AMINA ADGM

AMINA ADGM may, at its discretion, provide you with a range of services, including Arranging Deals in Investments, Advising on Investments or Credit, Arranging Credit or Arranging Custody and any other services that the Financial Services Regulatory Authority (“FSRA”) may authorize AMINA ADGM to carry on from time to time (in each case as defined in the Financial Services and Markets Regulations 2015 (the “FSMR”) including rules in connection thereto as may be amended from time to time).

To benefit from these services, you may also be required to enter into other agreements directly with AMINA Bank AG and/or its entities and/or affiliates located outside the ADGM (collectively referred to as “AMINA”), as necessary, depending on the services provided.

## Commencement of relationship

These ADGM General Terms and Conditions commence on the date on which you receive these ADGM General Terms & Conditions. AMINA ADGM’s ability to act for you under this ADGM General Terms and Conditions may be delayed due to various reasons, including, but not limited to, insufficient documentation. You may also have to provide AMINA ADGM with certain written consents before AMINA ADGM can offer you the full range of its services. AMINA ADGM shall bear no liability for any losses incurred due to such delays.

## General Conditions

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### Art. 1 Regulatory Status

- 1.1. AMINA BANK AG is organized under the laws of Switzerland, with its registered office at Kolinplatz 15, 6300 Zug is regulated by the Swiss Financial Market Supervisory Authority (“FINMA”).
- 1.2. AMINA ADGM is an Authorized Person in the ADGM with its registered office at Office 607, 6, Al Sila Tower, ADGM Square, Abu Dhabi, United Arab Emirates. AMINA ADGM is regulated by the FSRA under firm reference number 200044.

### Art. 2 General Terms and Conditions

- 2.1. These ADGM General Terms and Conditions should be read in conjunction with any terms of business that you may have or will enter into with AMINA Bank AG or other members of AMINA outside the ADGM (the “General Terms and Conditions”). If there is any conflict between these ADGM General Terms and Conditions and the General Terms and Conditions, these ADGM General Terms & Conditions will prevail regarding any services provided to you by AMINA ADGM.
- 2.2. AMINA ADGM will not hold client money or client assets on your behalf. Client money or client assets if any shall be held with AMINA Bank AG, Zug in a jurisdiction outside the ADGM and the market practices, insolvency and legal regime applicable in that jurisdiction may differ from the regime applicable in the ADGM.

### Art. 3 Fees

AMINA ADGM is authorized for Arranging Deals in Investments, Advising on Investments or Credit, Arranging Credit and Arranging Custody under its financial services permission. AMINA ADGM’s fees, costs and other charges for each transaction and basis for such fees, costs and other charges will be in accordance with our prevailing fees contained within contracts or agreements entered into between us or as we may otherwise agree with you, in connection with the relevant authorization and services thereunder. Our schedule of fees may be found at <https://www.aminagroup.com/legal-notices>.

#### **Art. 4 Services**

4.1. Under these ADGM General Terms and Conditions AMINA ADGM:

- a) may provide you with and recommendation in relation to virtual assets that AMINA ADGM may deem fit from time to time;
- b) may accept instructions and orders from you to enter into the investments including those in relation to virtual assets and relaying and routing such instructions or orders as intermediary between you and AMINA Bank AG and arranging for execution of such instructions or orders by AMINA Bank AG;
- c) may provide you with product specification, any prospectus or other offering document in relation to such products and services research and other information and material related to investment opportunities that we consider may of interest to you or which may be requested by you;
- d) may provide liaison services to facilitate, when needed, your inquiries and request for assistance;
- e) may make arrangements for opening of accounts with AMINA Bank AG, for the safe keeping of your investments including virtual assets;
- f) may generally manage your relationship with AMINA Bank AG and provide administrative services to facilitate the smooth and efficient operations of any accounts or portfolios held with AMINA Bank AG;
- g) may provide other services as may be authorized by FSRA from time to time;
- h) shall not be required to ensure best execution (in accordance with the COBS) of any instructions or orders given by you to us in relation to any investments including virtual assets and AMINA ADGM does not owe any duty of best execution to you;
- i) shall not be required provide any valuations or other periodic statements in relation to your investments and virtual assets;
- j) shall not be required keep investments or virtual assets in safe custody on behalf of you; and
- k) shall not act as an investment manager or discretionary investment manager for you in connection with any of your investments or virtual assets.

4.2. You acknowledge and agree that neither AMINA ADGM nor any affiliate of AMINA ADGM shall be responsible for any loss or damage suffered by you in connection with the receipt and/or passing on of any instructions or giving any advice or recommendation given under this ADGM General Terms and Conditions (including losses arising from delays, losses, errors, mutilation, duplication or similar occurrences in the transmission or transportation of instructions), except in case of gross negligence, fraud or willful default of AMINA ADGM or breach of any duty or liability arising under any regulations or rules of the FSRA.

4.3. AMINA ADGM's responsibility in relation to any instructions or orders received from you in relation to an investment in virtual asset or otherwise will be limited to forwarding such instructions or orders to AMINA Bank AG. AMINA ADGM shall not be required to provide any confirmation notes in respect of any such instructions or orders received from you for execution by the appropriate third party. You confirm that you do not require or wish to receive separate written confirmation notes in respect of the execution of each such transaction.

4.4. You acknowledge that AMINA ADGM shall receive instructions or orders from you solely as an intermediary for the relevant third party and the receipt of an instruction or order by AMINA ADGM will in no way prejudice the right of the relevant third party to reject such instruction or order on the basis that it is not properly given.

4.5. To the extent authorized under the AMINA ADGM's license, there shall be no restrictions on the types of investments, virtual assets or markets in which you wish to invest except as specifically agreed in writing between the you and AMINA ADGM at the time any advice or recommendation or other investment services are requested the you pursuant to these ADGM General Terms and Conditions.

#### **Art. 5 Restrictions**

To the extent authorized under the AMINA ADGM's license, there shall be no restrictions on the types of investments, virtual assets or markets in which you wish to invest except as specifically agreed in writing between the you and AMINA ADGM at the time any advice or recommendation or other investment services are requested the you pursuant to these ADGM General Terms and Conditions.

#### **Art. 6 Conflict of Interest**

- 6.1. AMINA ADGM may have an interest, relationship or arrangement (“Interest”) in any services offered by AMINA ADGM. Such an Interest may not be separately disclosed to you before or at the time you enter into any investment, a virtual asset transaction or any other arrangement relating to an investment or virtual asset (as the case may be) upon the advice or recommendation of AMINA ADGM.
- 6.2. AMINA ADGM, when providing investment advice and recommendations to you may recommend to you investments, or virtual assets that are marketed and which may be executed by a member of AMINA.
- 6.3. A member of AMINA may be involved in a transaction, as a result of advice or a recommendation given by AMINA ADGM, by:
  - a) dealing as principal as your counterparty in such transaction;
  - b) (aggregating such transaction with the transaction of another of its clients by acting on behalf of both you and the other client;
  - c) holding an instruction to deal for another client in any relevant investment or virtual asset or having either a long or a short position in any relevant investment;
  - d) being a manager, adviser or trustee to a collective investment scheme in which you are investing;
  - e) being involved in a new issue, rights issue, takeover or similar transaction in respect of any relevant investment or virtual asset;
  - f) providing credit or providing custody; or
  - g) receiving payments or other benefits for giving business to any person with whom an order is placed.

#### **Art. 7 Complaints**

You may lodge any complaints that you may have against AMINA ADGM by contacting your relationship manager or sending an email to [info@aminagroup.com](mailto:info@aminagroup.com).

#### **Art. 8 Use of communication channels; delivery of communication**

- 8.1. AMINA ADGM is permitted to use postal and courier services, telephone and other voice transmissions as well as electronic means of communication (including encrypted or unencrypted e-mail, fax or text messaging, communications through or within digital banking systems or mobile applications, and any other electronic channels and platforms) to correspond with you. AMINA may in its discretion contact you or your authorized representative at the physical, electronic or other addresses notified by you or them to AMINA ADGM or at any other addresses previously used by you or them in communications with AMINA ADGM, using the relevant communications channel.
- 8.2. AMINA ADGM may from time to time agree on specific or preferred communications channels with you.
- 8.3. AMINA ADGM is permitted to provide legally relevant information, conditions and documents to you and to fulfil, to the extent admissible by applicable law, information or disclosure duties (including duties of financial market regulation in connection with investor protection and transparency) vis-à-vis you by way of publication on the Internet (see in particular <https://www.aminagroup.com/legal-notices>) or other media as AMINA Bank AG considers appropriate.
- 8.4. Communications by AMINA ADGM are deemed to have been duly transmitted and validly effected upon dispatch by AMINA Bank or AMINA ADGM to any of the addresses set forth in the previous paragraph or upon publication on the Internet or other appropriate media where applicable.

#### **Art. 9 Communication Risk**

- 9.1. The use of any communications channels as permitted to be used by AMINA ADGM, in particular unencrypted communications, entails various risks which may result in loss or damages. The same applies to the use of such communications channels by you.
- 9.2. Relevant risks may include the risk of transmission errors in the form of misrouting, loss or delay of messages, mutilations or duplications or other irregularities, the risk of interception or manipulation of content, sender data or other message elements by unauthorized third parties or the risk of introduction of viruses or other malware. Furthermore, the use of communications channels entails the risk of impairment or lack of confidentiality, in particular your business relationship with AMINA ADGM and confidential information relating thereto might be disclosed to third parties, and, depending on the jurisdictions involved in the transmission, risks in connection with a lower level of data protection. The use of unencrypted electronic means of communication or any other unprotected communications channels carries increased risks, including with respect to any of the aforementioned aspects.
- 9.3. In using any of these communications channels and in handling and processing incoming and outgoing orders, instructions and notifications by you or your authorized representatives, AMINA ADGM applies due care and takes customary measures to identify and prevent fraudulent activities.
- 9.4. You shall implement and maintain with due care all appropriate security precautions with respect to the communications channels used with AMINA ADGM and furthermore, to protect the devices, systems, software and networks on its end, as applicable, against electronic attacks and unauthorized use. In particular, when issuing orders or instructions to AMINA ADGM or engaging in other sensitive or time sensitive communications, you shall with due care apply, and cause your authorized representatives to apply, precautionary measures to address and mitigate the risk of interception, manipulation or other fraudulent activities, including by using communications channels with a higher level of protection, and shall verify executed orders, instructions or transactions without delay.

- 9.5. Where specific communications channels have been agreed between you and AMINA ADGM, you shall be required to use such communications channels pursuant to the agreement with AMINA ADGM, and AMINA ADGM shall be free, in its discretion, not to accept or to disregard any communications by you through other channels.
- 9.6. You acknowledge and accept the risks associated with the use of communications channels and agree to bear any loss or damage that cannot be attributed to non-compliance by AMINA ADGM with its duties of care. In particular, you shall bear any loss or damage resulting from non-compliance with your own duties of care as well as any loss or damage resulting from the realization of communications risks outside the sphere of influence of AMINA ADGM, including in connection with the use of or transmission to, from, or via any device, system, software or network outside of the sphere of influence of AMINA ADGM.

#### **Art. 10 Suitability**

- 10.1. AMINA ADGM will not consider issues of suitability or make any representations or warranties as to the suitability of any particular financial product or virtual asset when providing services or products to you. You have considered this and you provide consent to AMINA ADGM not considering issues of suitability.
- 10.2. Nothing in this ADGM General Terms and Conditions nor any advice or recommendation given to you by AMINA ADGM or any member of AMINA give rise to any fiduciary or equitable duties on the part of AMINA ADGM or any member of AMINA which would require AMINA ADGM or any member of AMINA to accept responsibilities more extensive than those set out in this ADGM General Terms and Conditions.

#### **Art. 11 Termination**

AMINA ADGM reserves the right to terminate any business relationships at any time in which case any claims of AMINA ADGM will become due and payable immediately unless otherwise agreed in writing. You may terminate the business relationship by giving written notice to AMINA ADGM. The business relationship will be terminated on receipt of the written notice of termination by AMINA ADGM.

#### **Art. 12 Business Days**

Business Days of AMINA ADGM shall be Monday to Friday inclusive, excluding any public holidays or days that private institutions remain closed in accordance with an order of the Government of the Emirate of Abu Dhabi or of the Federal Government of the United Arab Emirates.

#### **Art. 13 Data Protection**

- 13.1. You acknowledge that for the purposes of AMINA ADGM's administration and management of its business and the performance of these ADGM General Terms and Conditions, AMINA ADGM may use, store or otherwise process ("Processing") any Personal Data (as defined under the ADGM Data Protection Regulations 2021 (the "Data Protection Law")) concerning you or any of your employees, agents or representatives (the "Data Subjects") provided by the Data Subjects to AMINA ADGM under this ADGM General Terms and Conditions or otherwise acquired by AMINA ADGM from the Data Subjects.
- 13.2. Such Personal Data will be Processed by AMINA ADGM, and may be shared, for the purposes described below, with AMINA ADGM's associates and/or service providers in any country in which AMINA ADGM or such associates or service providers conduct business (which may include some countries that do not provide the same statutory protection for Personal Data as applies under the Data Protection Law) for the purpose of administering this ADGM General Terms and Conditions and providing services to you ("Client Agreement Purposes"). The Client Agreement Purposes are necessary for the performance of this ADGM General Terms and Conditions. Should these Client Agreement Purposes change, AMINA ADGM will notify you. AMINA ADGM may also wish to use the Personal Data for its own legitimate marketing purposes ("Marketing Purposes"). If you do not want your Personal Data to be used for these Marketing Purposes, you may notify AMINA ADGM of this. For the Client Agreement Purposes and Marketing Purposes only, AMINA ADGM may transfer or disclose ("Disclosure") Personal Data to any connected company wherever located throughout the world, to any person acting on its behalf and to any person to whom AMINA ADGM is permitted to delegate any of its functions (other than to the extent that you have indicated that you do not want the Personal Data to be used for Marketing Purposes).
- 13.3. By agreeing to these ADGM Terms and Conditions you freely consent to the Processing and Disclosure of Personal Data for the Client Agreement Purposes and Marketing Purposes and agree to procure such consent from your employees, agents and representatives. You also agree that the Client Agreement Purposes may be amended to include other uses or disclosures of Personal Data following notification to you. Data Subjects may request AMINA ADGM to make available to them a copy of their Personal Data.
- 13.4. The Privacy Notice and general data protection provisions of AMINA Bank AG, Switzerland apply in addition to the ADGM data protection provisions outlined in this Clause 13.

#### **Art. 14 Recording Communications**

AMINA ADGM is permitted to record telephone conversations and communications using electronic or other means without advance notice and to store them for quality assurance, compliance with legal and regulatory requirements, and for evidentiary purposes.

#### **Art. 15 Governing Law jurisdiction**

- 15.1. These ADGM General Terms and Conditions between you and AMINA ADGM is governed by and construed in accordance with the laws, regulations and rules of the ADGM. AMINA ADGM and you submit to the non-exclusive jurisdiction of the ADGM courts.
- 15.2. AMINA ADGM reserves the right, however, to take legal action against you before the authority of your domicile or before any other competent authority, in which event exclusively the laws, regulations and rules of the ADGM shall remain applicable.

#### **Art. 16 Amendments to the ADGM General Terms and Conditions**

- 16.1. AMINA ADGM is entitled to amend and modify these ADGM General Terms and Conditions at any time. You will be notified in advance of any amendments by appropriate means, including as set forth in Clause 8 (Use of communications channels; delivery of communications).
- 16.2. Amendments to these ADGM General Terms and Conditions are deemed approved if you do not submit an objection in writing within 30 days of the date of the amendment.
- 16.3. The version of these ADGM General Terms and Conditions currently in force, as amended from time to time, can be accessed under <https://www.aminagroup.com/legal-notices>.

#### **Art. 17 Third Party Rights**

Unless otherwise agreed in writing, a person who is not a party to these ADGM General Terms and Conditions shall have no rights under Part 21 of FSMR or any similar legislation to enforce any terms of these ADGM General Terms and Conditions except where such right or remedy may exist apart from that legislation. This paragraph does not apply to any associate of AMINA ADGM or any director, partner, officer, employee or agent of AMINA ADGM or another member of AMINA.

#### **Art. 18 Severability**

If any provision of this ADGM Terms and Conditions is or becomes invalid or unenforceable, the remaining provisions shall continue to be binding.

#### **Art. 19 No assignment**

You may not assign your business relationship with AMINA ADGM nor any rights or obligations thereunder, including in respect of individual orders or transactions, to any third party without the prior written consent of AMINA ADGM.

#### **Art. 20 Waiver**

- 20.1. The parties' rights under these ADGM General Terms and Conditions will not be lost or limited:
- (a) by any earlier exercise of them;
  - (b) by any failure to exercise them;
  - (c) by any delay in exercising them; or
  - (d) by exercising them in part only.
- 20.2. Waiver of a right arising under, or a provision of this ADGM General Terms and Conditions (including this clause) must be in writing and signed by the party granting the waiver.

#### **Art. 21 Regulatory Obligations**

For the avoidance of doubt, nothing in these ADGM General Terms and Conditions or in the General Terms and Conditions shall exclude or restrict any duty or liability which AMINA ADGM may have to you under the FSMR, which may not be excluded or restricted thereunder, or require you to indemnify or compensate AMINA ADGM to any extent prohibited by the FSMR.

#### **Art. 22 Sovereign Immunity**

- 22.1. By entering into these ADGM General Terms and Conditions, you agree to waive, to the maximum extent permitted by law, any claim to sovereign immunity that you may have under the laws of the United Arab Emirates or otherwise. You further acknowledge that nothing in United Arab Emirates Federal Law No. 11 of 1992 (the "Civil Procedure Law") or any other law or enactment will prevent AMINA ADGM or a member of AMINA from attaching any assets held by you or executing any judgment against you.
- 22.2. You confirm that you do not consider any assets held by you to be public or private property owned by the State or by one of the Emirates within the meaning of Article 106 of Cabinet Resolution No. (57) of 2018 Concerning the Executive Regulations to the Civil Procedure Law, and will not seek to rely on such Article 106 or any similar provision in any proceedings by or on behalf of AMINA ADGM or a member of AMINA.

**Art. 23 Disclosures**

- 23.1. Dealing with including investing into virtual assets entails various risks which may result in loss or damages.
- 23.2. The risks referred to in Clause 23.1 include the following:
- a) virtual assets not being legal tender or backed by any government
  - b) the value, or process for valuation of virtual assets may result into reduction or loss in amount invested into virtual assets, including the risk of a virtual asset having no value;
  - c) virtual assets are volatile and unpredictable in terms of its pricing relative to fiat currencies;
  - d) trading in virtual assets may be susceptible to irrational market forces;
  - e) the nature of virtual assets may lead to an increased risk of financial crime;
  - f) the nature of virtual assets may lead to an increased risk of cyber-attack;
  - g) there being limited or, in some cases, no mechanism for the recovery of lost or stolen virtual assets; the risks of virtual assets being transacted via new technologies, (including distributed ledger technologies) with regard to, among other things, anonymity, irreversibility of transactions, accidental transactions, transaction recording, and settlement;
  - h) there is no assurance that a person who accepts a virtual asset as payment today will continue to do so in the future;
  - i) the nature of virtual assets means that technological difficulties experienced by AMINA Bank AG may prevent the access or use of a client's virtual assets;
  - j) any links to virtual assets related activity outside ADGM, may be unregulated or subject to limited regulation; and any regulatory changes or actions by the FSRA or non-ADGM regulator may adversely affect the use, transfer, exchange, and value of a virtual asset.
- 23.3. The virtual assets in relation which arranging and advising services are provided to you under these ADGM Terms and Conditions have not been approved by the FSRA. Any such service provided to you under these ADGM Terms and Conditions is solely based on AMINA ADGM's evaluation of status and soundness of the relevant virtual assets.
- 23.4. You confirm that you understand these risks outlined in Clause 23.2 above and acknowledge that these are an indicative list of risks and are not exhaustive by any means.