TULKUM ASSETS CORP.
WEBSITE TERMS OF USE

Last Revised: September 1, 2025

The website located at https://www.3jane.xyz/ is published, owned, and operated by Tulkum Assets Corp., a Panamanian corporation, its Affiliates and related entities ("Company"). These Terms of Use (the "Terms," or "Agreement") govern the supplier's ("Supplier") access to, terms of USDC deposit into, use of, and yield earnings from the Platform (as defined below), as well as individual merchant's ("Merchant," together with Supplier, "User") advance requests, advance issuances, repayments and general Platform usage, whether accessed via computer, mobile device, or otherwise (individually and collectively, the "Website,") as well as any products and services provided by Company (the "3Jane Services") (the Website, together with the 3Jane Services, collectively referred to as the "Service"). **Merchant shall also execute a standalone 3Jane Advance Agreement ("Advance Agreement") separate from agreeing to the terms of this Agreement. For Merchants only, to the extent of a conflict between this Agreement and the Advance Agreement, the Advance Agreement shall control.**

1. ACCEPTANCE OF AGREEMENT

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN USER'S USE OF THE SERVICE AND ALL RELATED TOOLS, MOBILE APPLICATIONS, WEB APPLICATIONS, DECENTRALIZED APPLICATIONS, SMART CONTRACTS, AND APPLICATION PROGRAMMING INTERFACES ("APIS") LOCATED AT ANY COMPANY WEBSITE INCLUDING WITHOUT LIMITATION, SUCCESSOR WEBSITE(S) OR APPLICATION(S) THERETO (COLLECTIVELY, THE "PLATFORM"). THESE TERMS SET OUT USER'S RIGHTS AND RESPONSIBILITIES WITH RESPECT TO USER'S USE OF THE PLATFORM FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO DEPOSITING VARIOUS DIGITAL ASSETS AS COLLATERAL, SUCH AS LSTS, LP POSITIONS, AND INDEX PRODUCTS, INTO THE PLATFORM'S SMART CONTRACTS. BY USING THE SERVICE OR ACCESSING THE PLATFORM IN ANY MANNER, USER ACCEPTS AND AGREES TO BE BOUND AND ABIDE BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. BY AGREEING TO THESE TERMS, USER HEREBY CERTIFIES THAT USER IS AT LEAST 18 YEARS OF AGE. IF USER DOES NOT AGREE TO THESE TERMS, USER MAY NOT ACCESS OR USE THE WEBSITE OR THE PLATFORM.

PLEASE BE AWARE THAT THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 13.6) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO USER IN THE EVENT OF A DISPUTE.

By accessing, browsing, submitting information to, and/or using the Platform, User accepts and agrees to be bound and abide by these Terms and Company's Privacy Policy, incorporated herein by reference, and to comply with all applicable laws, including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives. Accordingly, under Article 6 of the General Data Protection Regulation, or "GDPR," Users in the European Union acknowledge and consent to Company's processing of personal data as necessary for the performance of these Terms, any applicable agreements, and use of the Website. If User does not agree to the Terms, please do not use the Platform.

2. AMENDMENTS

Company reserves the right to amend this Agreement and/or Company's Privacy Policy described in Section 4 below, at any time with or without notice, as determined by Company in its sole discretion. Company will post any amendment on the Website. User should check this Agreement and Company's Privacy Policy regularly for updates. By continuing to use the Platform, the Website, or the Service after such amendment is made, User accepts and agrees to such amendment. If User does not agree to any amendment to any of these Terms, User must stop using the Platform, the Website, and the Service. If User has any questions about the terms and conditions in this Agreement or Company's Privacy Policy, please contact Company at support@tulkumassetscorp.com.

3. DEFINITIONS AND INTERPRETATION

3.1 Defined Terms. Capitalized terms not otherwise defined in these Terms will have the following meanings:

(a) "Affiliate" means, with respect to a party, any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly controls, is controlled with or by or is under common control with such party.

(b) "Applicable Law" means all laws, statutes, rules, regulations, ordinances, and other pronouncements having the effect of law of any Governmental Authority, including the Republic of Panama.

(c) "Blockchain" generally means a peer-to-peer distributed and public immutable ledger that maintains a record of all transactions occurring on such ledger, through a growing list of records (blocks) that are securely linked together via cryptographic hashes. Each block contains a cryptographic hash of the previous block, a timestamp, and transaction data.

(d) "Business Day" means any day (other than a Saturday, Sunday, or legal holiday) on which financial institutions in the Republic of Panama are authorized or obligated to close.

(e) "3Jane Ecosystem" means all the projects and functionalities listed at https://www.3jane.xyz/ including without limitation any transactions, communications, and collaborations with other established projects.

(f) "Governmental Authority" means any court, tribunal, arbitrator, authority, agency, commission, official, or other instrumentality of the United States or any state, county, city, or other political subdivision or similar governing entity.

(g) "Smart Contract" means a program hosted on a Blockchain, consisting of code specifying predetermined conditions that, when met, trigger self-executing outcomes.

(h) "Wallet" means a secure digital wallet, created through a combination of private and public cryptographic keys, that enables users to interact with, and transact on, blockchain networks including but not limited to cryptographically signing smart contracts, and sending, receiving, and monitoring cryptocurrencies and other digital tokens.

4. PRIVACY

By using the Platform, Website, or Service, User agrees to, and is bound by, the terms of Company's Privacy Policy located here: https://www.3jane.xyz/pdf/policy.pdf, which is incorporated by reference into this Agreement as if it were set forth herein in its entirety. The Privacy Policy describes how Company collects, uses, and discloses information provided by User.

5. COMMUNICATION WITH USERS

User affirms that it is aware of and acknowledges that Company is a Blockchain service provider and has designed the Platform to be directly accessible by Users without any involvement or actions taken by Company or any third-party.

6. THIRD-PARTY LINKS, PRODUCTS, AND APPLICATIONS

6.1 Third-party Sites. The Website may contain links to websites controlled or operated by persons and companies other than Company ("Linked Sites"), including but not limited to any sites related to digital transactions occasionally hyperlinked, such as Discord, Dune Analytics, and websites referencing or supporting Blockchain Technology projects, marketplaces, and trading platforms. Linked Sites are not under the control of Company, and Company is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. Company is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from User's use of a Linked Site. Company is providing these links to User only as a convenience, and the inclusion of any link does not imply endorsement by

Company of the site or any association with its operators. User is responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. User is solely responsible for any dealings with third parties who support Company or are identified on the Website, including any delivery of and payment for goods and services. Company does not store any information shared with a Linked Site and is not responsible for any personally identifiable information shared with any Linked Site.

6.2 Third-Party Smart Contracts. User acknowledges and understands that Company uses certain third-party Smart Contracts that it has no ownership of, or control over, which are core components of the Platform. Company is not responsible for any coding errors, glitches, or any functionality, or lack thereof, of such third-party Smart Contracts.

6.3 Release. To the fullest extent permitted by law, User hereby releases and forever discharges Company (and its Affiliates, officers, employees, agents, successors, and assigns) from, and hereby waives and relinquishes, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Platform (including any interactions with, or act or omission of, Company's partners or any other third-party or any Linked Sites). IF USER IS A CALIFORNIA RESIDENT, USER HEREBY WAIVES CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

7. THE PLATFORM

7.1 Purpose of the Platform and Website. The Platform is a fully decentralized, liquidity advance-funding protocol. The Platform allows Suppliers to deposit capital in the form of USDC into the Protocol, and in exchange thereof receive USD3 and earn yield on same. Specifically, USD3 is a yieldcoin backed by a pool of credit lines to crypto Merchants and AI agents secured against future yield. Credit lines are underwritten against verifiable proofs of credit scores, DeFi, CEX, and bank accounts, and future yield. Staked USD3 (sUSD3) has leveraged exposure to such pool of credit lines. Furthermore, the Platform will provide liquidity to Merchants in the form of USDC advances, which advance repayment terms will otherwise be as set forth in a bespoke Advance Agreement. The Website is provided for Users alike to access the Platform front-end, use the Service, and to provide updates about the 3Jane Ecosystem to Users.

7.2 Website Content. Company does not warrant the accuracy, completeness, or usefulness of this information at any particular time for any particular purpose. Any reliance User places on such information is strictly at User's own risk. Company disclaims all liability and responsibility arising from any reliance placed on such content by User, or by anyone who may be informed of any of its contents.

7.3 Use of the Website, Platform and Service; Licenses. Subject to this Agreement, Company grants User a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform, including the Website and the data, material, content, or information herein (collectively, the "Content") solely for User's personal use. User's right to access and use the same shall be limited to the purposes described in these Terms unless User is otherwise expressly authorized by Company, in writing, to use the Platform for User's own commercial purposes. User agrees to use the Platform only for lawful purposes, comply with all rules governing any transactions on and through the Platform and comply with the law. Any rights not expressly granted herein are reserved, and no license or right to use any trademark of Company or any third-party is granted to User.

7.4 Additional Considerations

(a) Transactions Are Recorded on Public Blockchains. The transactions that take place on the Platform are managed and confirmed via public Blockchains. User understands that its Wallet address will be made publicly visible whenever it engages in a transaction on the Platform. Company does not own or control any Blockchain that Company chooses to interface with, or any other third-party site, product, or service that

User might access, visit, or use for the purpose of enabling User to access and utilize the various features of the Platform. Company is not liable for the acts or omissions of any such third parties, and will not be liable for any damage that a User may suffer as a result of its transactions or any other interaction with any such third parties.

(b) Gas. All transactions on the Platform are facilitated by Smart Contracts. Public Blockchains require the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on its network, and thus every transaction occurring on the Platform. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of Company or the Platform. User acknowledges that under no circumstances will a transaction on the Platform be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to User.

7.5 Prohibitions and Restrictions

(a) Prohibited Uses. User agrees that it will not:

(i) Use the Platform or the Service in any manner that could damage, disable, overburden, or impair the Website or the Platform or interfere with any other party's use and enjoyment of the same;

(ii) Attempt to gain unauthorized access to any website or platform, computer systems, or networks associated with Company, the Platform, or the Website;

(iii) Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by Company;

(iv) Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;

(v) Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;

(vi) Send unsolicited messages or use the Website to send unsolicited messages such as spam;

(vii) Perform any benchmark tests or analyses related to the Website or the Platform without express written permission of Company;

(viii) Send spam or engage in phishing. Spam is unwanted or unsolicited bulk email, postings, contact requests, or similar electronic communications. Phishing is sending emails or other electronic communications to fraudulently or unlawfully induce recipients to reveal personal or sensitive information, such as passwords, dates of birth, Social Security numbers, passport numbers, credit card information, financial information, or other sensitive information, or to gain access to Wallets or records, exfiltration of documents or other sensitive information, payment and/or financial benefit;

(ix) Attack the Website or the Platform via a denial-of-service attack or a distributed denial-of-service attack;

(x) Impersonate or attempt to impersonate Company, a Company employee, another User or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);

(xi) License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, whether in whole or in part, or any Content displayed on the Service except as permitted herein;

(xii) Modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service or the Platform; or

(xiii) Access the Platform in order to build a similar or competitive website, product, or service.

(b) Restrictions. Except as expressly stated herein, no part of the Platform may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Platform will be subject to this Agreement. All copyright and other proprietary notices related to the Platform (including on any Content displayed on the Website) must be retained on all copies thereof. User will not use the Website or Platform for any illegal purpose.

7.6 Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Platform (in whole or in part) with or without notice to Users. User agrees that Company will not be liable to User or to any third-party for any modification, suspension, or discontinuation of the Platform or any part thereof.

7.7 Affiliates. The rights, duties and/or obligations of Company under this Agreement may be exercised and/or performed by Company and/or any of Company's Affiliates, or any of their subcontractors and/or agents. User agrees that any claim or action arising out of or related to any act or omission of any of Company or its Affiliates, or any of their respective subcontractors or agents, related to the subject matter hereof, shall only be brought against Company, and not against any of Company's Affiliates, or any subcontractor or agent of Company or any its Affiliates.

8. INTELLECTUAL PROPERTY

8.1 Company Intellectual Property. The contents of the Platform, including the Website, are intended for User's personal, noncommercial use. User acknowledges and agrees that Company (or, as applicable, Company's licensors) owns all legal right, title, and interest in and to all elements of the Platform, Company's logo, graphics, design, systems, methods, information, computer code, software, services, "look and feel," organization, compilation of the content, code, data, and all other elements of the Platform (collectively, the "Company Materials"). The Website, Platform, Company Materials, and Content are protected by copyrights, trademarks, trade secrets, database rights, sui generis rights and other intellectual or proprietary rights therein pursuant to U.S. and international laws. Accordingly, User is not permitted to use the Website or Content in any manner, except as expressly permitted by Company in these Terms. The Website or Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and User agrees not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of Company. Except as expressly set forth herein, User's use of the Platform does not grant User ownership of or any other rights with respect to any Content, code, data, or other materials that User may access on or through the Platform. Company reserves all rights in and to Company Materials not expressly granted to Users in the Terms.

User may not use any of Company's Content to link to the Website or Content without Company's express written consent. User may not use framing techniques to enclose any such Content without Company's express written consent. In addition, the "look and feel" of the Website and Content, including without limitation, all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark, or trade dress of Company and may not be copied, imitated, or used, in whole or in part, without Company's prior written consent.

8.2 Non-Company Intellectual Property. Excluding Company Materials, all other trademarks, product names, logos, and similar intellectual property on the Platform are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable owner.

8.3 Aggregate Data. Company shall have the right to collect and analyze data and other information relating to provision and use of various aspects of the Platform. Company will be free to (i) use the data to improve and enhance the Service and for other development, diagnostic, and corrective purposes in connection with the Platform and (ii) disclose data solely in aggregate or other de-identified form in connection with its business.

9. INDEMNIFICATION

User agrees to release, indemnify, and hold harmless Company and its Affiliates, and their respective officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way related to: (a) User's access to, use of, or inability to use the Platform, the Website, or Service; (b) User's breach of this Agreement; (c) User's violation of any

rights of a third party; (d) User's violation of any Applicable Law; and (e) any and all financial losses User may suffer, or cause others to suffer, due to utilizing, transferring, staking, or re-staking cryptocurrency, or any other digital assets.

10. ASSUMPTION OF RISK

10.1 User Acknowledges the Risk of Cryptocurrency and Smart Contracts. USER REPRESENTS AND WARRANTS THAT IT UNDERSTANDS AND IS WILLING TO ACCEPT THE RISKS ASSOCIATED WITH CRYPTOGRAPHIC SYSTEMS SUCH AS SMART CONTRACTS, PUBLIC BLOCKCHAINS (INCLUDING, BUT NOT LIMITED TO, THE ETHEREUM BLOCKCHAIN), LIQUIDITY PROTOCOLS, AND THE INTERPLANETARY FILE SYSTEM.

10.2 Company is Not Responsible for Technical Errors on Any Blockchain. COMPANY IS NOT RESPONSIBLE FOR LOSSES ARISING FROM THE USE OF BLOCKCHAINS OR ANY OTHER FEATURES OF ANY BLOCKCHAIN NETWORK OR WALLET THAT COMPANY OR USER MAY INTERFACE WITH, INCLUDING, BUT NOT LIMITED TO, LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH A BLOCKCHAIN NETWORK OR ANY ASSOCIATED LAYER 2 BLOCKCHAINS THAT COMPANY OR USER MAY INTERFACE WITH, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES RESULTING IN LOSS OF FUNDS.

10.3 User Acknowledges the Risks of the Platform. User acknowledges that the Platform is subject to flaws and that User is solely responsible for evaluating any information provided by the Platform. This warning and others provided in this Agreement by Company in no way evidence or represent an ongoing duty to alert User to all of the potential risks of utilizing or accessing the Platform. The Platform may experience sophisticated cyber-attacks, cryptocurrency based economic exploits, unexpected surges in activity, or other operational or technical difficulties that may cause interruptions to or delays on the Platform. User agrees to accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and User agrees that it will not hold Company accountable for any related losses. Company will not bear any liability, whatsoever, for any damage or interruptions caused by any viruses that may affect User's computer or other equipment, or any phishing, spoofing or other attack.

10.4 Company Does Not Make Any Representations Regarding the Value of Cryptocurrency or Other Digital Assets. The prices of Blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of cryptocurrency, which may also be subject to significant price volatility. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development, potential utility, or value of cryptocurrency. The 3Jane Ecosystem and other digital assets could be impacted by one or more regulatory inquiries or regulatory actions. For all of the foregoing reasons, as well as for reasons that may not presently be known to Company, Company makes absolutely no representations or warranties of any kind regarding the value of cryptocurrency or other digital assets.

10.5 User Acknowledges Financial Risk of Digital Assets. The risk of loss associated with the use of digital assets can be substantial. User should, therefore, carefully consider whether creating, buying, selling, or otherwise using digital assets is suitable for User in light of its circumstances and financial resources. By using the Platform, accessing the Website, and/or purchasing cryptocurrency, User represents that it has been, is and will be solely responsible for making its own independent appraisal and investigations into the risks of a given transaction and the underlying digital assets. User represents that it has sufficient knowledge, market sophistication, professional advice, and experience to make its own evaluation of the merits and risks of any transaction conducted via any digital asset. Under no circumstances will the operation of all or any portion of the Platform be deemed to create a relationship that includes the provision or tendering of investment advice.

10.6 Company is Not Responsible for Losses Due to Jurisdictional Blocks. User acknowledges that Company has no control over jurisdictional blocks which may prevent User from utilizing the Website. Under no circumstances will Company be liable for User's inability to access the Website due to a jurisdictional block.

10.7 Violations by Other Users. User irrevocably releases, acquits, and forever discharges Company and its subsidiaries, Affiliates, officers, and successors for and against any and all past or future causes of action, suits, or controversies arising out of another User's violation of these Terms.

11. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

11.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY (OR COMPANY'S AFFILIATES) BE LIABLE TO USER OR ANY THIRD-PARTY FOR ANY FINANCIAL LOSS, LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR USER'S USE OF, OR INABILITY TO USE, THE PLATFORM, THE WEBSITE OR THE SERVICE, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE OR ANY HYPERLINKED WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, THE PLATFORM, OR THE SERVICE EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE PLATFORM IS AT USER'S OWN DISCRETION AND RISK, AND USER WILL BE SOLELY RESPONSIBLE FOR ANY MONETARY LOSS AND/OR DAMAGE TO ITS DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO USER.

11.2 No Warranties. ALL INFORMATION OR SERVICE PROVIDED BY COMPANY TO USER VIA THE WEBSITE AND THE PLATFORM, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, IS PROVIDED "AS IS" AND "WHERE IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. COMPANY AND ANY THIRD-PARTY LICENSORS WITH CONTENT ON THE WEBSITE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, COMPANY AND AFFILIATES MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY OR AVAILABILITY OF THE WEBSITE, THE PLATFORM OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE PLATFORM OR THE WEBSITE. USER SPECIFICALLY ACKNOWLEDGES THAT COMPANY AND AFFILIATES ARE NOT LIABLE FOR ANY DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF THIRD-PARTIES OR USERS OF THE WEBSITE OR THE PLATFORM AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER. NEITHER COMPANY NOR ANY OF ITS AFFILIATES REPRESENT, WARRANT, OR COVENANT THAT THE WEBSITE AND/OR THE PLATFORM WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. COMPANY FURTHER MAKES NO WARRANTY THAT THE WEBSITE WILL BE FREE OF VIRUSES, WORMS, OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. USER EXPRESSLY AGREES THAT USE OF THE PLATFORM IS AT USER'S SOLE RISK AND THAT COMPANY, ITS AFFILIATES AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICE, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, OR OMISSIONS ASSOCIATED WITH THE WEBSITE AND/OR THE PLATFORM OR USER'S USE THEREOF. USER'S SOLE REMEDY AGAINST COMPANY FOR DISSATISFACTION WITH THE WEBSITE, THE PLATFORM, OR THE CONTENT IS TO CEASE ITS USE OF THE PLATFORM AND THE WEBSITE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO USER. USER MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, USER AGREES THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

12. TERM AND TERMINATION

Subject to this Section 12 and Section 7.6, this Agreement will remain in full force and effect while User uses the Platform, the Website, or the Service (the "Term"). Company may suspend or terminate User's rights to use the Platform, the Website, or the Service at any time for any reason at Company's sole discretion, including for any use of the Website,

the Platform, or the Service in violation of this Agreement. User may terminate this Agreement at any time by ending User's use of the Platform and notifying Company at support@tulkumassetscorp.com. Such notice to Company must include User's Wallet address(es). Upon termination of User's rights under this Agreement, User's right to access and use the Platform will terminate immediately. Company will not have any liability whatsoever to User for any termination of User's rights under this Agreement. All provisions of the Agreement which by their nature should survive, shall survive termination of Service, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

13. GENERAL TERMS

13.1 **General Terms**. These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between User and Company regarding User's use of the Service. User may not assign or transfer these Terms or its rights under these Terms, in whole or in part, by operation of law or otherwise, without Company's prior written consent. Company may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect Company's right to require performance at any other time after that, nor will a waiver by Company of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to". If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

13.2 **Electronic Communications**. By using the Website, the Platform, or the Service, User consents to receiving certain electronic communications from Company as further described in the Privacy Policy. Please read the Privacy Policy to learn more about Company's electronic communications practices. User agrees that any notices, agreements, disclosures, or other communications that Company sends to User electronically will satisfy any legal communication requirements. Any electronic communications will be deemed to have been received by User immediately after Company posts the same to the Website, whether or not User has received or retrieved the communication from Company. User agrees that these are reasonable procedures for sending and receiving electronic communications. If User wish to withdraw User's consent to receive Communications electronically, User must discontinue use of the Platform. Company reserves the right, in its sole discretion, to discontinue the provision of electronic communications, or to terminate or change the terms and conditions on which Company provides electronic communications. Company will provide User with notice of any such termination or change as required by Applicable Law.

13.3 Changes to these Terms of Use. Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by Company. The effective date of any Terms will be reflected in the "Last Revised" entry at the top of these Terms. User's continued use of the Website after any such change is communicated shall constitute User's consent to such change(s).

13.4 Governing Law & Jurisdiction. This Agreement is be governed by, and construed according to, the laws of the Republic of Panama, without giving effect to any conflict or choice of law provision that would result in imposition of another jurisdiction's law. Each Party hereto hereby submits to exclusive personal jurisdiction in the Republic of Panama for the enforcement of the provisions of this Agreement and irrevocably waives any and all rights to object to such jurisdiction for the purposes of litigation to enforce or interpret any provision of this Agreement. With respect to Claims not properly subject to binding arbitration as set forth in Section 13.6, each Party hereto hereby consents to the jurisdiction of, and agrees that any action, suit or proceeding involving or initiated by any party to enforce or interpret this Agreement shall be brought exclusively in, the courts located in the Republic of Panama. Each party hereto hereby irrevocably waives any objection which it may have to the laying of the exclusive jurisdiction and venue of any such action, suit or proceeding in any such court and hereby further irrevocably waives any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY SET FORTH IN THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT

PERMITTED BY LAW TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND WITH RESPECT TO ANY CLAIM, CROSS-CLAIM, OR COUNTERCLAIM THEREIN.

13.5 Waiver of Class Action. All claims covered by this Agreement must be submitted on an individual basis. No claims may be arbitrated or brought in court on a class or collective basis. The Parties expressly waive any right with respect to any covered claims to submit, initiate, or participate in a representative capacity as a plaintiff, claimant or member in a class action, collective action or other representative or joint action, regardless of whether the action is filed in arbitration or in court. **USER AGREES TO THESE TERMS AND MAY BRING AND PURSUE CLAIMS AGAINST COMPANY ONLY IN ITS INDIVIDUAL CAPACITY, AND MAY NOT BRING, PURSUE, OR ACT AS A PLAINTIFF OR CLASS MEMBER, IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING.**

13.6 Mandatory Binding Arbitration

(a) Applicability of Arbitration. In the interest of resolving claims between the parties in the most expedient and cost-effective manner, the parties agree that every claim arising in connection with this Agreement that cannot be resolved informally, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including any unresolved claim arising out of or relating to the Agreement, upon the election of a party, will be resolved by binding arbitration on an individual basis under the terms hereof. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This arbitration provision applies to the parties and their respective subsidiaries, Affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

(b) Arbitration Rules. Arbitration will be conducted and administered by the Center for Conciliation and Arbitration of the Chamber of Commerce, Industries, and Agriculture of Panama ("CeCAP") and its dispute resolution rules ("CeCAP Rules"), as modified by this Agreement. The CeCAP rules are available online at https://cecap.com.pa/en/reglamento-de-cecap/. A single arbitrator will be appointed unless otherwise required by the CeCAP rules.

(c) Notice Requirement and Informal Dispute Resolution. Before a party may seek arbitration, such party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim, and the specific relief requested.

(d) Fees; Location. Each party shall be responsible for the payment of its own fees and costs associated with an arbitration, except as otherwise required by the CeCAP Rules. Any arbitration hearing will take place in Panama City, Panama, or another location mutually agreed upon by the parties; provided, however, notwithstanding the foregoing, the parties shall endeavor, where possible, to cause the arbitration proceeding to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a non-appearance-based telephone hearing or videoconference. If the arbitrator finds that a party's demand is frivolous or brought for an improper purpose, in the arbitrator's reasonable discretion, then the payment of all arbitration fees will be governed by the CeCAP Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

(e) Enforcement. The parties irrevocably submit to the exclusive jurisdiction of any court of competent jurisdiction with respect to this section to compel arbitration, to confirm an arbitration award or order, or to handle court functions permitted under the CeCAP Rules. The parties irrevocably waive defense of an inconvenient forum to the maintenance of any such action or other proceeding. The parties may seek recognition and enforcement of any court judgment confirming an arbitration award or order in any court having jurisdiction with respect to recognition or enforcement of such judgment.

(f) Severability. If any part or parts of this arbitration provision is or are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this arbitration provision shall continue in full force and effect.

13.7 Attorneys' Fees and Costs. In the event a party files an action in a court of competent jurisdiction pursuant to Section 13.4, the party found to be the substantially losing party in any dispute shall be required to pay the reasonable attorneys' fees and costs of any party determined to be the substantially prevailing party. In the context of this Agreement, reasonable attorneys' fees and costs shall include but not be limited to legal fees and costs, the fees and costs of witnesses, accountants, experts, and other professionals, and any other forum costs incurred during, or in preparation for, a dispute. It is understood that certain time entries that may appear in the billing records of such party's legal counsel may be redacted to protect attorney-client or work-product privilege, and this will not prevent recovery for the associated billings.

13.8 Third-Party Beneficiaries. This Agreement and the rights and obligations hereunder shall bind and inure to the benefit of the parties and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties and their successors and permitted assigns, any of the rights hereunder.

13.9 No Support or Maintenance. User acknowledges and agrees that Company will have no obligation to provide User with any support or maintenance in connection with the Platform, Website, or Service.

Company Contact Information. Questions can be directed to Company at: support@tulkumassetscorp.com.