



TOKENS PURCHASE AGREEMENT

We are happy to offer you as our appreciated customer a unique premium service of over-the counter Tokenized Assets transactions enabling you to purchase Tokenized Assets to trade in your eToro X Exchange Account. This OTC Agreement (this “**Agreement**”) supplements the eToroX Terms and Conditions for Digital Assets Exchange Services available on etorox.com and also [here](#) (the “**Terms**”), and together they form the set of terms under which you may purchase from or sell to eToro X Tokenized Assets. All capitalized terms used herein and not otherwise defined shall bear the meaning ascribed to them in the Terms.

This OTC Agreement is effective as of the Effective Date (as such term is defined under the Purchase Order) by and between eToro X Limited, with a registered office at 57/63 Line Wall Road, Gibraltar (“**eToro X**”), and by you, the individual or legal entity whose details are prescribed under Purchase Order (the “**Counterparty**” or “you”). The Counterparty and eToro X shall be referred together as the “**Parties**” and each a “**Party**”.

WHEREAS, the Parties desire to enter into this Agreement for the purchase or sale of Tokenized Assets, as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and intending to be legally bound, the Parties agree as follows:

1. Definitions.

- 1.1. “**Purchase Order**” means a purchase order completed pursuant to the form attached hereto as Schedule A.
- 1.2. “**Sell Order**” means a sell order completed pursuant to the form attached hereto as Schedule B.
- 1.3. “**Purchase Amount**” means the Fiat amount to be paid to eToro X in consideration of the Tokenized Assets, details of which are more particularly set out in the Purchase Order.
- 1.4. “**Sale Amount**” means the Tokenized Assets amount to be sold to eToro X in consideration of the Fiat, details of which are more particularly set out in the Purchase Order.
- 1.5. “**eToro X/Counterparty Bank Account**” means the bank account, details of which are set out on the Purchase Order.
- 1.6. “**eToro X/Counterparty Wallet**” means a cryptographic address used in the context of storing Tokenized Assets, details of which are set out on the Purchase Order.

2. The Transaction.

2.1. Purchase Order

- 2.1.1. Counterparty may submit a Purchase Order to eToro X via email to the following address: customerservice@etorox.com.
- 2.1.2. Counterparty is expected to fill all the relevant details set forth on the Purchase Order and send a scanned clear copy of it to eToro X. eToro X, at its sole discretion, will confirm acceptance of the Purchase Order via email, subject to the terms

herein and other KYC, AML and other policies and procedures verifications (“**Confirmation Notice**”). If eToro X does not deliver Confirmation Notice or if the Purchase Order is not fully or correctly filled or signed, this Agreement shall not materialize and neither Party shall be obligated to act upon it. eToro X may approach you in order for you to be able to rectify the flaw, however, such communication should not be deemed a Confirmation Notice. For the avoidance of doubt, only once eToro X explicitly notifies you via Confirmation Notice that the Purchase Order is received in full, will this Agreement come into effect.

2.1.3. Promptly following Counterparty’s receipt of the Confirmation Notice, Counterparty shall remit the Purchase Amount to eToro X Bank, details of which will be included in the Confirmation Notice.

2.1.4. Once the Purchase Amount is received and cleared within eToro X Bank Account, eToro X shall deliver the Tokenized Assets to the Counterparty Wallet.

2.2. Sell Order

2.2.1. Counterparty may submit a Sell Order to eToro X via email to the following address: customerservice@etorox.com.

2.2.2. Counterparty is expected to fill all the relevant details set forth on the Sell Order and send a scanned clear copy of it to eToro X. eToro X will, at its sole discretion and subject to the terms herein and other KYC, AML and other policies and procedures verifications, provide the Confirmation Notice. If eToro X does not deliver the Confirmation Notice or if the Purchase Order is not fully or correctly filled or signed, this Agreement shall not materialize and neither Party shall be obligated to act upon it. eToro X may approach you in order for you to be able to rectify the flaw, however, such communication should not be deemed a Confirmation Notice. For the avoidance of doubt, only once eToro X explicitly notifies you via Confirmation Notice that the Purchase Order is received in full, will this Agreement come into effect.

2.2.3. Promptly following Counterparty’s receipt of the Confirmation Notice, Counterparty shall transfer the Sale Amount to the eToro X Wallet, details of which shall be provided in the Confirmation Notice.

2.2.4. Once the Sale Amount is received and cleared within eToro X Wallet, eToro X shall deliver the Fiat to the Counterparty Bank Account details provided in the Sell Order.

2.3. Counterparty agrees that Confirmation Notices are subject always to the sole discretion of eToro X and eToroX reserves its rights not to provide Confirmation Notices where it does not wish to pursue a sell or purchase order.

3. Fees

3.1. eToro X shall not directly charge any fees for the services detailed herein unless specifically communicated to the Counterparty in writing.

3.2. Counterparty acknowledges and agrees that there may be third party charges/fees levied on

any Purchase or Sale Order. Further, Counterparty agrees and accepts that any charges/fees levied in this respect by a third party will be solely borne by the Counterparty and that eToro X will not be liable in any way whatsoever in respect of said charges/fees.

- 3.3. For the avoidance of any doubt, Counterparty balance in its Wallet/Bank Account will be credited with the amount of the Tokenized Assets/fiat after deduction of the fees.

4. Obligations of the Parties:

- 4.1. The Counterparty shall comply with the Terms, including the process of creating its account and provide all the required documents for the KYC process. eToro X is entitled to request any additional document at its sole discretion, including notably evidence as to the origin of the Purchase Amount.
- 4.2. The Counterparty acknowledges that eToro X solely decides its Anti-Money Laundering compliance procedures, which may evolve due to the legal and regulatory environment, and that eToro X is not required to inform the Counterparty beforehand. The Counterparty hereby waives any claims against eToro X in this respect.
- 4.3. Counterparty acknowledges and agrees that it is responsible for providing to eToro X correct and complete Counterparty Wallet and Counterparty Bank Account information, as applicable, and Counterparty shall have no claim towards eToro X if it provided the wrong details
- 4.4. It is Counterparty's responsibility to make sure its Counterparty Wallet is supporting the Tokenized Assets it is asking to purchase and that such Counterparty Wallet is properly formatted and insuring that there are no errors in any of the transfer instructions as detailed on the Purchase Order, otherwise, such Tokenized Assets may be permanently lost. eToro X do not hold any liability for the consequences of any error in placing a Counterparty Wallet or a Counterparty Bank Account information.

5. Representations and Warranties of the Parties.

- 5.1. Each Party hereby represents and warrants to the other Party that: (a) if the Counterparty is a legal entity, it is a company duly organized and validly existing under the laws of the jurisdiction of its incorporation; (b) it has full corporate or legal power and authority to consummate the transactions contemplated hereunder; (c) the execution and performance of this Agreement by it has been duly authorized by all necessary actions, and this Agreement has been duly executed and delivered by it; and (d) this Agreement is valid and binding upon it and enforceable in accordance with its terms.
- 5.2. The Counterparty represents to eToro X and acknowledges that: (a) if it sells Tokenized Assets to eToro X, then it has good and marketable title to the Tokenized Assets, and the Counterparty has the absolute right to sell, assign, convey, transfer and deliver the Tokenized Assets. Such Tokenized Assets are and will be delivered to eToro X free and clear of any and all security interests, liens, pledges, claims (pending or threatened), charges, escrows, encumbrances or similar rights and are free of any other limitation or restriction; (b) it has the capacity, experience and understanding necessary to enter into this Agreement, that it has not relied on any statements whether written or oral made by eToro X or any of its representative prior to entering into this Agreement and that it has obtained its own independent legal advice; (c) By entering into this Agreement, the Counterparty represents and declares that he and only he is the source of the funds transferred to eToro X from its own personal account and that the origin of the Purchase Amount is legal and legitimate and is not related to any

illegal activity. Furthermore, the Client hereby declares that Purchase Amount sent by him to eToro X were obtained by him in a legal manner and that the Purchase Amount is not derived from any illegal activity; eToro X may refuse the Purchase Order even if the Counterparty fulfills any of the pre-condition set forth in it and that the Counterparty has no automatic right or claim to transact with eToro X on Tokenized Assets or in any other instrument; and (e) it has read and understood section 6 of the Terms which sets out important risk and other disclaimers concerning Tokenized Assets.

6. **Miscellaneous.**

Each Party shall be responsible for its tax consequences and shall pay all compulsory payments resulting from this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Gibraltar and the courts of Gibraltar will have exclusive jurisdiction. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior agreements and understandings relating thereto. Any term of this Agreement may be amended or terminated and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) with the written consent of eToro X and the Counterparty.

[Purchase Order to Follow]

Schedule A

Purchase Order

Please fill all relevant details in the grey tabs and send a signed copy to eToro X at: customerservice@etorox.com.

Date:	The day of the Confirmation Notice.
eToro X Registered Email:	
Full Legal Name:	
ID or Company Number:	
Type of Tokenized Asset you wish to purchase:	USDEX
Purchase Amount:	

By submitting this Purchase Order I agree that I have read, understood and accepted the Terms and Conditions associated with this service which are supplemental to the eToroX [Terms and Conditions](#) for Digital Assets Exchange Services.

Signed

Date:

Services provided by eToro X Limited ('eToro X'), a limited liability company incorporated in Gibraltar with company number 116348 and with its registered office at 57/63 Line Wall Road, Gibraltar. eToro X is a regulated DLT provider licensed by the Gibraltar Financial Services Commission under the Investments and Financial Fiduciary Services Act with licence number FSC1333B.

Schedule B

Sell Order

Please fill all relevant details in the grey tabs and send a signed copy to eToro X at: customerservice@etorox.com.

Date:	The day of the Confirmation Notice.
eToro X Registered Email:	
Full Legal Name:	
ID or Company Number:	
Type of Tokenized Asset you wish to sell:	USDEX
Number of Tokenized Assets you wish to sell:	
Bank Account details (as applicable):	Account Name: Account Number: Sort Code: IBAN: BIC/SWIFT code: Routing Number:

By submitting this Sell Order I agree that I have read, understood and accepted the Terms and Conditions associated with this service which are supplemental to the eToroX [Terms and Conditions](#) for Digital Assets Exchange Services.

Signed

Date:

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