

DECLARATION OF DEPOSIT

UEXO LLC is a limited liability company incorporated and registered in Saint Vincent and the Grenadines under the Limited Liability Companies Act, with Formation No. 3574 LLC 2024. The registered office address is Euro House, Richmond Hill Road, Kingstown, Saint Vincent and the Grenadines.

1. STATUS, PURPOSE AND LEGAL EFFECT

1.1 Status

1.1(a) This Declaration of Deposit (the “Declaration”) constitutes a binding, continuous representation, warranty and undertaking made by the Client in favour of UEXO LLC (the “Company”).

1.1(b) This Declaration forms an integral part of and shall be read together with:

- (i) the Client Agreement;
- (ii) the AML / CFT Policy;
- (iii) any applicable Terms and Conditions;

1.2 Purpose

1.2(a) This Declaration is intended to:

- (i) confirm the lawful origin of funds;
- (ii) establish beneficial ownership;
- (iii) support AML/CFT compliance obligations;
- (iv) enable the Company to rely on Client representations for risk assessment;

1.3 Continuing Nature

1.3(a) This Declaration shall apply:

- (i) at the time of onboarding;
- (ii) upon each deposit;
- (iii) upon each withdrawal;
- (iv) at all times during the Client relationship;

1.3(b) Each transaction shall constitute a reaffirmation of this Declaration.

2. CLIENT REPRESENTATIONS AND WARRANTIES

2.1 Ownership of Funds

2.1(a) The Client represents and warrants that:

- (i) all funds deposited are owned solely by the Client;
- (ii) no third party has any legal or beneficial interest;

2.2 Beneficial Ownership

2.2(a) The Client is the ultimate beneficial owner of all funds.

2.2(b) No nominee, intermediary or undisclosed arrangement exists.

2.3 Lawful Origin

2.3(a) All funds originate from lawful activities.

2.3(b) Funds are not derived from:

- (i) criminal conduct;
- (ii) fraud;
- (iii) money laundering;
- (iv) sanctions evasion;
- (v) terrorist financing;

2.4 Consistency of Profile

2.4(a) The Client confirms that:

- (i) deposits are consistent with declared income and financial status;
- (ii) transaction behaviour aligns with stated source of funds;

2.5 No Third-Party Funding

2.5(a) The Client confirms that:

- (i) no third-party funds are used;
- (ii) no pooling of funds occurs;

2.5(b) Any exception requires:

- (i) prior disclosure;
- (ii) written approval by the Company;

3. CRYPTOCURRENCY-SPECIFIC REPRESENTATIONS

3.1 Applicability

3.1(a) This Clause 3 applies only where the Client elects, at its own discretion, to deposit or withdraw funds using cryptocurrency.

3.1(b) Cryptocurrency is an optional funding method offered alongside card payments and bank transfer. Neither the use of cryptocurrency nor the connection of a cryptocurrency wallet is a condition of registration, account opening or the making of any deposit.

3.2 Wallet Ownership

3.2(a) The Client represents that:

- (i) all wallets used are owned and controlled by the Client;

3.3 Wallet Verification

3.3(a) The Company may require:

- (i) wallet signature verification;
- (ii) transaction tracing;
- (iii) blockchain analytics validation;

3.4 Prohibited Wallet Use

3.4(a) The Client shall not:

- (i) use third-party wallets;
- (ii) use anonymising services;
- (iii) use high-risk or sanctioned wallets;

4. ONGOING OBLIGATIONS

4.1 Continuous Representation

4.1(a) All representations under Clause 2 shall:

- (i) remain true at all times;
- (ii) apply to all future transactions;

4.2 Notification Obligation

4.2(a) The Client must immediately notify the Company of:

- (i) changes in ownership of funds;
- (ii) changes in source of funds;
- (iii) third-party involvement;

5. COMPANY VERIFICATION RIGHTS

5.1 General Rights

The Company may at any time:

- 5.1(a) request additional documentation;
- 5.1(b) verify source of funds;
- 5.1(c) verify source of wealth;

5.2 Verification Methods

Including:

- 5.2(a) bank statements;
- 5.2(b) payslips;
- 5.2(c) corporate records;
- 5.2(d) blockchain analytics;

5.3 Reliance Standard

5.3(a) The Company may rely on:

- (i) internal systems;
- (ii) risk scoring models;
- (iii) analytical tools;

5.3(b) The Company shall not be required to:

(i) independently verify all information;

(ii) obtain external confirmation;

6. TRIGGERS AND RISK EVENTS

6.1 Trigger Events

Without limitation:

6.1(a) large or unusual deposits, including:

(i) deposits exceeding expected profile;

(ii) sudden increases in activity;

6.1(b) transaction behaviour anomalies, including:

(i) rapid deposit/withdrawal cycles;

(ii) round-tripping of funds;

6.1(c) crypto-specific anomalies, including:

(i) interaction with high-risk wallets;

(ii) mixing services usage;

6.2 Escalation Tiers

6.2(a) Minor Discrepancies:

(i) additional verification;

(ii) monitoring;

6.2(b) Material Discrepancies:

(i) account restriction;

(ii) withdrawal suspension;

6.2(c) Severe Breaches:

(i) account termination;

(ii) fund freezing;

(iii) transaction reversal;

7. ENFORCEMENT AND REMEDIES

7.1 Company Rights

The Company may:

- 7.1(a) refuse deposits;
- 7.1(b) refuse withdrawals;
- 7.1(c) reverse transactions;
- 7.1(d) freeze funds;
- 7.1(e) terminate accounts;

7.2 Retroactive Enforcement

7.2(a) Actions may be taken:

- (i) after deposits;
- (ii) after withdrawals;
- (iii) after account closure;

7.3 Binding Effect

All actions shall be:

- 7.3(a) final;
- 7.3(b) binding;

8. EVIDENCE AND RECORDS

8.1 Evidence Sources

The Company may rely on:

- 8.1(a) transaction logs;
- 8.1(b) KYC records;
- 8.1(c) blockchain analytics;
- 8.1(d) system-generated data;

8.2 Evidentiary Supremacy

8.2(a) Such records shall constitute:

primary, binding and conclusive evidence

8.3 Reinforcement

8.3(a) This evidentiary standard applies:

(i) in disputes;

(ii) in regulatory review;

(iii) in enforcement actions;

9. MULTI-ENTITY AND DISCLOSURE

9.1 Affiliate Sharing

The Company may share information with Affiliates for:

9.1(a) execution;

9.1(b) compliance;

9.1(c) risk management;

9.2 Regulatory Cooperation

The Company may:

9.2(a) disclose information to authorities;

9.2(b) cooperate with PSPs, banks, or partners;

Without liability.

10. DISCRETION, REFUSAL AND LIMITATION

10.1 Refusal to Act

The Company may refuse to:

10.1(a) accept deposits;

10.1(b) process withdrawals;

10.1(c) provide services;

10.2 No Duty to Explain

The Company shall have no obligation to:

10.2(a) provide reasons;

10.2(b) disclose internal findings;

10.3 Limitation of Liability

The Company shall not be liable for actions taken in good faith.

11. INDEMNITY

11.1 Client Obligation

The Client shall indemnify the Company against:

(a) losses arising from misrepresentation;

(b) third-party claims;

11.2 Survival

This obligation survives termination.

12. GOVERNING LAW

12.1 This Declaration shall be governed by:

Saint Vincent and the Grenadines