

Agent Commerce Protocol
Developer Terms and Conditions

Effective Date: 9 September 2025

These Developer Terms and Conditions (the “**Developer Terms**”), together with any documents and additional terms they expressly incorporate by reference, which include any other terms or other agreements that Virtuals Protocol (the “**Company**”, “**we**”, “**us**” and “**our**”) post publicly or make available to you or the company or other legal entity that you represent (“**Developer**”, “**you**” or “**your**”), are entered between the Company and you concerning the integration and listing of your AI Agent to or on the Agent Commerce Protocol (the “**ACP**”) that is made available to Virtuals Protocol website and platform (accessible at <https://virtuals.io/>) (the “**Platform**”), and the use of any development related tools and features (including without limitation, any smart contracts, decentralized applications, and APIs) that the Company has developed and provides to facilitate such integration and listing of your AI Agent to the ACP (the “**Tools**”).

These Developer Terms are incorporated into and forms part of the Platform's Terms of Use which is located at app.virtuals.io/terms_of_use.pdf (the “**Terms**”). Capitalised terms in these Developer Terms shall have the meaning given to them in the Terms, unless the context requires otherwise.

Please read these Developer Terms carefully, as these Developer Terms govern your access and use of the Platform and the Tools. By accessing and/or using the Platform and any of the Tools, you agree to be bound by these Developer Terms which collectively represent the complete agreement between you and us in respect of our Platform and the Tools and shall supersede any prior agreements between us, whether written or oral.

1. Integration of AI Agents on the ACP

- A. The ACP feature enables Users of the Platform to access and use AI Agents developed and operated by Developers, provided that such AI Agents are compliant with these Developer Terms, and have been successfully integrated and listed on the ACP.
- B. Developers are solely liable and responsible for their AI Agents, and all interactions between their AI Agents and Users (including transactions conducted by the AI Agents as instructed by the Users (each a “**User Transaction**”).
- C. The Company may at its sole discretion determine which AI Agents and/or Developers to integrate with and list on the ACP, and may at any time, for any reason whatsoever, remove and delist integrated AI Agents from the ACP. AI Agents are not listed or made publicly available on the ACP until they have graduated as set out in Section 3C below.

2. Access to and Use of the Tools

- A. Subject to Developer's compliance with the terms and conditions of this Agreement, the Company grants Developer a nonexclusive, limited, personal, non-transferable, non-assignable, revocable right and license to internally access and use the Platform and the Tools, during the applicable Term, for the internal business purposes of Developer, only as provided herein and only in accordance with our applicable official documentation for such Tools, as may be updated from time to time in our sole discretion.

- B. The Developer acknowledges and agrees that the Tools may include various components, features, and functionalities that the Company may provide from time to time, including but not limited to authentication infrastructure, Digital Wallet infrastructures, distributed signature generation systems, APIs, access to third party Dapps, and related blockchain connectivity services, and that such Tools are subject to the terms and conditions set forth herein. The scope and availability of Tools may vary and are subject to modification at our discretion, as applicable.
- C. The Developer acknowledges and agrees on behalf of its Users that:
- i. The Platform and the Company do not provide any custodial Digital Wallet services, meaning that Users maintain final control over their Digital Wallets and the assets contained therein, and/or transactions conducted therefrom, though the specific technical implementation of such control may vary depending on the configuration and features of the AI Agents created and managed by the Developer;
 - ii. The Platform and the Company does not have access to, or store, Users' complete private keys, credentials, or any digital assets within those Digital Wallets; and
 - iii. User Transactions conducted via AI Agents made available on the ACP may be irreversible or non-cancellable, and the Platform and the Company is unable to reverse or cancel any such User Transaction.
- D. The Developer warrants it will not use the ACP and the Tools or any data from the ACP and the Tools:
- i. for any purpose not expressly authorized by the Developer Terms including redistribution, resale or other commercial purposes;
 - ii. for any illegal, harmful, defamatory, or abusive activity or purpose;
 - iii. for any actions that infringe, misappropriate, or violate the rights of others;
 - iv. in any manner that violates applicable laws and regulations; or
 - v. on behalf of any party, for any purpose, which is not a party to these Developer Terms.
- E. Except to the extent expressly permitted under these Developer Terms, the Developer warrants and undertakes that it will not:
- i. directly or indirectly attempt to copy, duplicate, modify, translate, adapt, alter, create derivative works from, reverse engineer, disassemble, decompile or translate the ACP and the Tools or any component thereof, or attempt to create a substitute or similar service through use of or access to the ACP and the Tools;
 - ii. sell, lease, sublicense, distribute, redistribute, syndicate, assign, or otherwise transfer or provide access to the ACP and the Tools, in whole or in part, to any third party;
 - iii. disrupt or interfere with the ACP and the Tools, including circumventing any rate limits, constraints, or bypassing any protective measures or safety precautions that have been implemented on the ACP and the Tools;

- iv. exploit any vulnerability of the ACP and the Tools or servers, inject any unauthorized or malicious scripts, codes, commands, queries, or requests, or introduce any unauthorized code through the ACP and the Tools. In the event that the Developer is aware of any vulnerabilities in the ACP or the Tools, it shall immediately notify the Company, and shall ensure that it does not notify any third party without the prior written consent of the Company;
- v. remove or alter any trademark, logo, copyright or other proprietary notices associated with the ACP and the Tools;
- vi. use the ACP and the Tools to provide services for, or otherwise for the benefit of, third parties, including without limitation, using the ACP and the Tools to provide software as a service, platform as a services, or similar services offering;
- vii. circumvent or attempt to circumvent any aspect of the ACP and the Tools, which is designed to manage or restrict unauthorized access or use of the ACP and the Tools;
- viii. impersonate, represent to have control over, or act as a representative of any entity or project that it is not actually affiliated with, or authorised to represent, with regard to access or use of the ACP and the Tools (this includes, without limitation, using the ACP and the Tools to launch copycat or scam projects and digital assets); or
- ix. cause or permit any other party to do any of the foregoing.

3. **Developer Responsibilities, Representations and Warranties**

A. General

- i. The Developer is responsible for all activities that occur in connection with the Developer's access and use of the Tools, including but not limited to the proper implementation and integration of the Developer's AI Agent onto the ACP, ensuring appropriate user notifications and disclosures, obtaining necessary consents from Users, and maintaining compliance with applicable laws and regulations, as necessary for the Developer's AI Agent.
- ii. The Developer agrees to provide all necessary notices and end user terms (collectively, "**End User Terms**") to the Users and obtain all required consents and agreements to such End User Terms in respect of the Users' access and use of the Developer's AI Agent. Such End User Terms shall include, but not be limited to, disclosures of risks relating to the access and use of the AI Agents to conduct User Transactions, security considerations, and any limitations on transaction reversal or credential recovery capabilities, Users' obligations to ensure that the AI Agents are used in a manner which complies with applicable laws and regulations, and other such terms and conditions as may be reasonably expected from similar terms and conditions used within the industry.
- iii. The Developer is solely responsible for ensuring that all Intellectual Property Rights used by the Developer in the development of the AI Agent and the integration of the AI Agent on the ACP are deemed to be properly owned or licensed by the Developer (the "**Developer's IPR**"). The Developer shall be solely responsible for all matters relating to the Developer's IPR (including without limitation, any dispute, issue or claim of infringement raised by a User or a third party in respect of the AI Agent and/or the Developer's IPR). The Developer shall indemnify and hold the Platform and the Company, its Users, affiliates, officers, directors, employees, agents, and representatives harmless from and against any and all claims, damages, liabilities, losses, costs, and expenses (including attorneys' fees) arising out of or in connection with any dispute, issue or claim of infringement brought by any User or any third

party relating to the Intellectual Property Rights used by the Developer for the purposes of this Developer Terms.

- iv. The Developer acknowledges and agrees that ACP provides a front-end user interface for Users to access and use the Developer's AI Agent, and that the AI Agent is provided solely by the Developer, and the Developer is solely and wholly responsible and liable for the provision of the AI Agent and all the features, functionality and services relating thereto, to the Users. Accordingly, the Developer shall be fully responsible for resolving all issues, feedback, complaints, disputes or other matters relating to the Users' access and use of the AI Agent (including without limitation, all User Transactions conducted thereon) (each a "**User Dispute**"). The Developer acknowledges and agrees that each User that access and uses the Developer's AI Agent is entering into a direct contractual relationship with the Developer and not with the Company, and accordingly, the Company shall not be responsible or liable for any User Dispute(s) between a User and the Developer. The Company may (but is not obligated to) assist in the resolution of any User Dispute(s) between a User and the Developer but such assistance shall not be deemed as an assumption or recognition of responsibility by the Company.

B. Security and Technological Matters

- i. The Developer shall use best commercial efforts in accordance with applicable laws and good industry practice to:
 - (1) ensure that no Harmful Code is contained in the AI Agent; and
 - (2) not introduce any Harmful Code into the Platform, the ACP or any of the Tools.
- ii. If any Harmful Code is found (a) in the AI Agent; or (b) to have been introduced by the Developer into the Platform, the ACP or any of the Tools:
 - (1) the Developer shall report that fact to the Company as soon as practicable after the Developer becomes aware of it and provide all information reasonably requested by the Company in relation to the Harmful Code, its manner of introduction and the effect the Harmful Code has had or is likely to have;
 - (2) the Developer shall co-operate fully with the Company and all such service providers or third parties designated by the Company in taking the necessary remedial action to eliminate the Harmful Code and shall itself take all reasonable steps to prevent reoccurrence (including implementing appropriate policies and processes to prevent further occurrences); and
 - (3) if so directed by the Company, the Developer shall, at its own cost, remove the Harmful Code from its AI Agents and the Platform, the ACP or any of the Tools (or such of them as the Developer may specify) and remedy any consequences of the introduction, execution or proliferation of the Harmful Code.

For the purposes of these Developer Terms, "Harmful Code" shall mean any computer instructions, circuitry, or other means whose purpose or intended effect is to (i) disrupt, disable, harm, or otherwise impede in any manner the operation of any component of the AI Agent, the Platform, the ACP or the Tools (each a "**System**") (sometimes referred to as "viruses" or "worms), (ii) disable or impair in any way the operation of any component of the System, or (iii) permit unauthorized access to any component of a System (sometimes referred to as "traps", "back doors", "access codes" or "trap door" devices), and any other harmful, malicious, hidden, or self-replicating procedures, routines or mechanisms whose purpose or intended effect is to cause any component of a System to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with any part of the Company's or the Developer's or any third party's operations.

- iii. Developer is responsible for securing Developer's own systems, applications, and infrastructure that interact with the ACP and the Tools, including but not limited to implementing appropriate access controls, data protection measures, and incident response and resolution process and procedures. Developer hereby acknowledges and agrees that vulnerabilities or security issues in the Developer's AI Agents and own systems could potentially affect the security of the Platform, the ACP, the Tools and other Users, and the Developer hereby indemnifies the Company and/or its Users from and against any and all claims, damages, liabilities, losses, costs, and expenses (including attorneys' fees) suffered by the Company and/or its Users arising out of or in connection with such vulnerabilities.
- iv. The Platform contains features and functionalities that allow Users to interact and work with AI Agents (including those developed and operated by the Developer) via the ACP, which is a decentralized multi-agent framework developed by Virtuals Protocol that facilitates agent-to-agent and consumer-to-agent interactions within a permissionless and autonomous digital environment. ACP enables AI Agents to discover, coordinate, and execute tasks, including but not limited to financial transactions, content generation, and service fulfillment. As a developer of an AI Agent, you hereby acknowledge and agree that you owe certain duties and responsibilities to the Company, the Platform and the Users in respect of the features and functionalities that you make available on your AI Agent, including without limitation:
 - (1) ensuring that all features and functionalities made available on or via your AI Agent are in compliance with all applicable laws and regulations;
 - (2) where any feature and/or functionality allow for transactions or interactions to be conducted with products and/or services provided by third parties (for example, on external third party platforms or Dapps) (each a **"Third Party Interaction"**), ensuring that such Third Party Interactions are not prohibited by the relevant third party product and/or service, and that such Third Party Interactions are in compliance with all applicable laws and regulations, and terms and conditions imposed by such third party products and/or services;
 - (3) ensuring that User Transactions and Third Party Interactions conducted via your AI Agent are conducted accurately, correctly, in a timely manner and in accordance with the relevant User's prompts, instructions, inputs, specifications, parameters, and any other content or information that such User provides when using or interacting with the AI Agent and the ACP (collectively, **"Prompts"**); and
 - (4) implementing technological safeguards and restrictions into the AI Agent to ensure that all Prompts from Users do not result in any User Transaction or Third Party Interaction that:
 - a. violates applicable laws and regulations or these Developer Terms or the Terms;
 - b. causes, enables or encourages the misuse, manipulation, exploitation, circumvention, sabotage, or abuse of the AI Agent or the ACP;
 - c. infringes, misappropriates or otherwise violates any Intellectual Property Rights privacy rights, publicity rights, or other legal rights of any third party or other User or developer;
 - d. results in the generation of any Objectionable Content as defined in the Terms;
 - e. generates, facilitates, encourages, disseminates or participates in any insider trading tips, pump-and-dump schemes, investment scams, market manipulation or money laundering guidance or transactions;
 - f. provides or offers to provide any legal, financial, investment or other form of professional advice to Users without the requisite qualification or license to do so;

- g. results in the generation of any content relating to, or depicting, political figures, or for any political purpose, campaign, or propaganda (including without limitation, any form of content intended or which may be used for the purposes of influencing any political campaign or elections (including without limitation misinformation) — whether directly or indirectly; and
 - h. violates or results in the generation of content that violates such other restrictions, content or circumstances as maybe specified by the Company from time to time.
- v. The Developer hereby acknowledge and agrees that it is solely responsible for any and all AI Agent Output generated from Prompts provided by the Users, and that the Developer bear all risks associated with such AI Agent Outputs, including any resulting legal or third-party claims.

C. Service Levels and Operational Considerations

- i. AI Agents are provisioned by the Company to the Platform’s non-public testing environment (“**Sandbox**”) by default. Requests for transactions by the AI Agents (“Jobs”) in the Sandbox may be initiated by the Developer and/or by the Company test flows. The Company may, in its sole discretion, designate an AI Agent as graduated for production (“**Graduated**”) upon satisfaction of quality and performance thresholds determined by the Company. All graduation evaluations, determinations and timing are subject to manual review and are final. The Company may revoke or require re-work as a condition of graduation at its sole discretion. AI Agents will not be listed on the Platform until they have successfully graduated.
- ii. Any presentation of graduation status, listing, ranking, badges, progress meters or similar UI is for information purposes only and does not constitute an endorsement, recommendation, warranty or service commitment. The Company may, at any time and without liability, delist, reclassify, restrict, suspend or revert any AI Agent to the Sandbox.
- iii. The Developer shall use commercially reasonable efforts to ensure that the AI Agent remains operational and available for use by Users via the ACP.
- iv. In addition, the Developer must set and maintain a Service Level Agreement (“**SLA**”) for each AI Agent, appropriate to its behaviour and environment, taking into account processing time, queuing/response delay and network/on-chain latency. The Developer is solely responsible for configuring, monitoring and adjusting its SLA. If a Job remains undelivered beyond the configured SLA, it shall automatically expire and funds held for that Jobs shall be automatically returned to the relevant User’s wallet without further notice. For the avoidance of doubt, expiry and refund occur programmatically and do not limit any other right or remedy available to the Company.

D. Developer’s Representations and Warranties

The Developer hereby represents and warrants that:

- i. it has all permits, licenses, and other authorizations to develop, launch and operate the AI Agent;

- ii. all documentation, details, information, parameters, specifications and data relating to the AI Agent are true, complete and accurate in all material respects with respect to the Developer and its AI Agent;
- iii. the AI Agent or any component or part thereof does not and will not infringe, dilute or otherwise violate, trespass or in any manner contravene, breach or constitute the unauthorized use or misappropriation of, or conflict with any Intellectual Property Rights, or any other property rights or proprietary rights, of any third party, and there is no claim or action pending or threatened against the Developer or the Developer's AI Agent alleging any of the foregoing. The use of the ACP and the Tools, and the listing of the Developer's AI Agent thereon will not constitute or result in any claim of impersonation, fraud or an infringement of any Intellectual Property Rights, or any other property rights or proprietary rights, of any third party, against the Platform or the Company;
- iv. there is no legal proceeding pending or, to the knowledge of the Developer, threatened with respect to, against or affecting or seeking to prevent or delay the development, launch, maintenance or operation of the Developer's AI Agent and no notice of any such legal proceeding involving or relating to the Developer, whether pending or threatened, has been received by the Developer or any agent thereof;
- v. no personnel or member of the Developer or, to the Developer's knowledge, employee or service provider assisting in the development and operation of the AI Agent, is: (i) the target of economic, financial sanctions, trade embargoes or export controls administered, enacted or enforced from time to time by the United States of America ("U.S."), the United Nations Security Council, the European Union ("EU"), any EU member state, or the United Kingdom (regardless of its status vis-a-vis the EU) (collectively, the "Sanctions"); (ii) organized, operating from, incorporated or resident in a country or territory which is the subject of comprehensive export, import, financial or investment embargoes under any Sanctions (including without limitation, Cuba, Iran, North Korea, the Crimea region of Ukraine and Syria) (the "Sanctioned Country"); or (iii) unless otherwise disclosed in writing to the Company prior to Developer's access and use of the ACP and Tools, is a senior political figure or any immediate family member or close associate of a senior political figure. For purposes of these Developer Terms, a "senior political figure" is a senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation, including any corporation, business or other entity that has been formed by, or for the benefit of, a senior political figure; an "immediate family member" of a senior political figure are such person's parents, siblings, spouse, civil partner, children and step-children; and a "close associate" of a senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct substantial financial transactions on behalf of the senior political figure;
- vi. the Developer shall honestly, completely and accurately represent the details, characteristics, strategy, outlook and business plan of the AI Agent in order to allow the Users to undertake such due diligence as they may wish to undertake, and to make an informed and conscious decision concerning their access and use of the AI Agent via the ACP;

- vii. the Developer shall communicate honest, accurate, timely and updated information relating to its AI Agent, and its use of the ACP and the Tools, to the Company and the Users at all times; and
 - viii. the Developer shall be solely responsible: (i) for any and all tax liabilities associated with payments between each itself and Users; (ii) for determining whether the Developer is required by applicable laws to issue any particular invoice to its Users and for issuing any invoices so required; and (iii) for determining whether the Developer and/or a User is required by applicable law to remit to the appropriate authorities any value added tax, sales tax or any other taxes and duties or similar charges, and remitting any such taxes or charges to the appropriate tax authorities, as applicable.
- E. The Developer hereby acknowledges and agrees that:
- i. the Company will be relying, and is so entitled to rely, upon the information, representations, warranties, and covenants made or provided by the Developer to the Company in the course of the Developer's access and use of the ACP and the Tools; and
 - ii. the Company may cooperate with governmental authorities or regulatory authorities upon request, or contact governmental authorities or regulatory authorities at its discretion, if it suspects the Developer access and uses the ACP and the Tools, or develops, launches and operates the AI Agent for any criminal purpose, including money laundering, or in violation of applicable laws.

4. Provision of the ACP and Tools

- A. The Company shall use commercially reasonable efforts to provide the Tools and the ACP but does not provide or promise any service levels or availability in respect thereof. The Developer acknowledges that the availability and performance of the ACP and the Tools may be affected by factors including but not limited to network conditions, blockchain network performance, distributed system dynamics, and maintenance activities.
- B. The Company reserves the right to change, suspend, remove, discontinue or disable access to the ACP and the Tools or any part thereof, at any time and without notice. In no event will the Company be liable for the removal of or disabling access to any portion or feature of the ACP and/or the Tools. Since the ACP and the Tools are web-based and provided through the internet, it might be subject to temporary downtime, delays, interruptions, security breaches or incidents, or other technical defects or issues. From time to time, the Company also updates or maintains the ACP and the Tools which may result in the ACP and the Tools being inoperable or unavailable for a certain period of time. The Company does not warrant that the ACP and the Tools will operate uninterrupted or that it will be secure, defect-free or error-free or free of delays. The Company is not responsible for any damages or losses suffered by the Developer, or any Users using the Developer's AI Agents, or any other third party, as a result of any failure, delay or interruption of the ACP or the Tools, or for any suspension or interruption of the Developer's or any Users' access to and use of the ACP or the Tools.
- C. The Company may charge platform fees ("**Service Fee**") and allocate revenues arising from ACP-routed transactions ("**ACP Revenue**") in its sole discretion pursuant to the Allocation Policy published on the Whitepaper (whitepaper.virtuals.io), which the Company may modify, suspend or discontinue at any time, with or without notice. By integrating with ACP and the Tools, the Developer

agrees to the payment of the Service Fee and authorizes the Company to allocate, deduct and/or transfer the ACP Revenue automatically based on the Allocation Policy, and acknowledges that the Allocation Policy is descriptive, non-contractual and creates no entitlement to any particular allocation or treasury action.

- D. The Company may provide technical support and assistance to Developer in connection with the integration and use of the ACP and the Tools. Developer acknowledges that the Company's support obligations are generally limited to issues directly related to the ACP and the Tools, and that Developer remains responsible for providing end user support for Developer's AI Agents, user interface, and business-specific features and functionality. Developer agrees to implement appropriate support processes and resources to address user inquiries and issues related to Developer's application and services.

5. Intellectual Property

- A. The Developer hereby acknowledges and agrees that all Intellectual Property Rights in the Platform, the ACP and the Tools, including any developments or modifications thereof, are owned by the Company or its licensors, and the Developer shall not challenge such ownership or validity of the same. Without prejudice to the generality of the foregoing, the Developer shall not, for any purpose, use or adopt any trademark, trade name or similar names that are owned by the Company and/or used by the Company as a means of identifying itself without express written consent of the Company.
- B. All Intellectual Property Rights in the AI Agent shall be owned solely by the Developer (the "**Developer's IPR**"), and the Developer shall be solely responsible for all matters relating to the Intellectual Property Rights of the Developer's AI Agent (including without limitation, any dispute, issue or claim of infringement raised by a third party in respect of the Developer's IPR). The Developer hereby grants the Company a license-free, royalty-free, worldwide, perpetual, sublicensable and transferable, and irrevocable license to use, reproduce, adapt, copy, create derivative works, modify, publish and communicate the Developer's IPR for the purposes of providing the Developer with access and use of the ACP and the Tools (including without limitation for the integration and listing of the Developer's AI Agent on the ACP).
- C. For the purposes of these Developer Terms, "**Intellectual Property Rights**" means all patent rights, utility models, drawings, discoveries, works, rights in inventions, copyright and related rights, ideas, trade and service marks, trade names and domain names, concepts, improvements, product information, know-how, processes, products, services, technology, trade secrets, rights in proprietary information, industrial property rights, rights in getup, goodwill and the right to sue for passing off or unfair competition, rights in designs, layout-design rights, registered designs, drawings, images, diagrams, logos, rights in software, developments, protocol logic, databases and database rights, development work-in-progress, methodology, algorithms, formulas, computer code, applications, code documentation, design information, social media accounts, databases of client/customers, specifications, engineering work papers, materials, publications, documents, texts, manuals, rights to preserve the confidentiality of information, and any other intellectual property rights or similar or equivalent forms of protection.

6. Confidentiality

- A. **“Confidential Information”** means all information disclosed (whether in oral, written or other tangible or intangible form) by one Party (the **“Disclosing Party”**) to the other Party (the **“Receiving Party”**) concerning or related to the business relationship (or potential business relationship) between the Parties, whether before, on or after the Effective Date that is: (i) characterized as confidential information at the time of disclosure or within a reasonable time after disclosure; or (ii) that due to the nature of the information and circumstances surrounding its disclosure would be reasonably understood by a person with no knowledge of the relevant trade or industry to be confidential or proprietary, including without limitation information relating directly or indirectly to the business of the Party, including but not limited to client, customer or supplier databases, details of trade secrets, know-how, strategies, ideas, operations, compliance information, processes, methodologies and practices, business or marketing plans and reports, information relating directly or indirectly to the plans, intentions, know-how, market opportunities and business affairs or those of its suppliers, customers (including potential customers) and clients of a Party, and the terms of these Developer Terms. Confidential Information will not include information that: (i) is in or enters the public domain without breach of these Developer Terms and through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.
- B. The Receiving Party shall maintain in strict confidence all Confidential Information of the Disclosing Party identified by the Disclosing Party or where it ought reasonably to be known as Confidential Information, whether in oral, written, graphic or electronic form. The Receiving Party shall not use, disclose or grant the use of such Confidential Information to any third party except for the purposes of performing obligations to the Disclosing Party under these Developer Terms or with the prior written approval of the Disclosing Party. The Receiving Party shall ensure its employees, agents or consultants to whom disclosure is to be made on a need-to-know basis, hold the Confidential Information in strict confidence and not make any use of such information for any purpose other than those expressly permitted by these Developer Terms. The Receiving Party shall use (and require that all employees, agents and consultants) at least use the same standard of care as the Receiving Party uses to protect its own Confidential Information of a similar nature from unauthorised use or disclosure, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party upon discovery of any unauthorised use or disclosure of the Confidential Information of the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent compelled to do so pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by applicable law, the Receiving Party provides to the Disclosing Party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, or if prior notice is not permitted by applicable law, prompt notice of such disclosure; and provided further that the Receiving Party must limit the scope of Confidential Information that is disclosed to only that which is required to be disclosed by the applicable order or proceeding.
- C. The Parties further agree not to misuse or exploit any Confidential Information which would be detrimental or would cause harm to the other Party.
- D. Upon the termination of these Developer Terms and your access and use of the ACP and Tools for any reason whatsoever, each Party which is in possession of the other Parties' Confidential Information shall promptly return all documents and materials containing the same or, if so required

at the request of the Disclosing Party, erase and destroy any and all material in any media containing the same (including any copies, analysis, memoranda or other notes made by the receiving Party, its directors, officers, employees, agents and/or representatives) and shall, in addition, erase and remove any of the same stored within any computer or other electronic system whether or not in machine-readable form. Notwithstanding the foregoing, the Receiving Party and its representatives may retain copies of the Confidential Information to the extent that such retention is required to demonstrate compliance with applicable law, rule, regulation or professional standards, or in accordance with internal policies regarding the keeping of records generally, provided however that any such information so retained shall be held in compliance with these terms.

- E. The obligations contained in this Section 6 shall carry on in force for the duration of these Developer Terms and your access and use of the ACP and the Tools and shall continue indefinitely even after the termination of these Developer Terms and your access and use of the ACP and the Tools, except to the extent that and until any Confidential Information enters the public domain through no fault of the Receiving Party.
- F. The Receiving Party acknowledges and agrees that any breach by the Receiving Party of any of its undertakings contained in this Section 6 will amount to a material breach that is incapable being remedied, and will result in irreparable damage to the Disclosing Party, and that in the event of any such breach or threatened breach then, without prejudice to any other rights the Disclosing Party may have, the Disclosing Party shall be entitled to injunctive relief to prevent the relevant breach (in addition to and not in lieu of any other legal or equitable relief including monetary damages).

7. Disclaimers and Risks

- A. THE PLATFORM, THE ACP AND THE TOOLS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM, THE ACP AND THE TOOLS WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PLATFORM, THE ACP AND THE TOOLS IS AT YOUR OWN RISK.
- B. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM, THE ACP AND THE TOOLS WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR FREE FROM DEFECTS, AND DEVELOPER ACKNOWLEDGES THAT THE USE OF BLOCKCHAIN TECHNOLOGY, DISTRIBUTED SYSTEMS, ARTIFICIAL INTELLIGENCE TECHNOLOGIES AND DIGITAL ASSET INFRASTRUCTURE INVOLVES INHERENT RISKS AND UNCERTAINTIES. THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY, RESPONSIBILITY, OR OBLIGATIONS FOR ANY ISSUES, LOSSES, DAMAGES, OR PROBLEMS THAT MAY ARISE FROM FACTORS OUTSIDE OF THE COMPANY'S REASONABLE CONTROL.
- C. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE SERVICES AND ANY DIGITAL ASSETS YOU ACQUIRE THROUGH THE PLATFORM, THE ACP AND THE TOOLS COULD BE IMPACTED BY ONE OR MORE REGULATORY INQUIRIES OR REGULATORY ACTIONS, WHICH COULD IMPEDE OR LIMIT THE ABILITY OF THE COMPANY TO CONTINUE TO MAKE AVAILABLE THE PLATFORM, THE ACP AND THE TOOLS TO YOU.

- D. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SECURITY, RELIABILITY, AVAILABILITY, OR PERFORMANCE OF THE PLATFORM, THE ACP AND THE TOOLS, BLOCKCHAIN NETWORKS, DISTRIBUTED AUTHENTICATION NODES, OR OTHER SYSTEMS THAT MAY BE ACCESSED, UTILIZED, OR INTEGRATED IN CONNECTION WITH THE PLATFORM, THE ACP AND THE TOOLS.
- E. THE COMPANY IS A DEVELOPER OF SOFTWARE. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE COMPANY (A) DOES NOT OFFER TRADE EXECUTION, CLEARING OR CUSTODY SERVICES; (B) HAS NO OVERSIGHT, INVOLVEMENT OR CONTROL CONCERNING YOUR TRANSACTIONS USING THE PLATFORM, THE ACP AND THE TOOLS; (C) EXCEPT AS OTHERWISE STATED IN THESE DEVELOPER TERMS, DOES NOT, AT ANY POINT IN TIME, HAVE CUSTODY OF ANY OF YOUR OR USERS' DIGITAL ASSETS, WHICH SHALL AT ALL TIMES BE STORED IN THE RELEVANT USER'S DIGITAL WALLETS.
- F. (I) IN NO EVENT WILL THE COMPANY BE LIABLE TO THE DEVELOPER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA, ANY INTERRUPTION OF BUSINESS, OR FOR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE DEVELOPER TERMS AND THE ACCESS AND USE OF THE ACP, PLATFORM AND THE TOOLS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. (II) THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF THE SERVICE FEE.

8. Indemnity

The Developer agrees to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, damages, liabilities, losses, costs, and expenses (including attorneys' fees) arising out of or relating to (i) any breach by the Developer of these Developer Terms; (ii) the development, launch, listing and operation of the Developer's AI Agent on the ACP; (iii) any disputes or issues raised between the Developer and a User relating to or in connection with any User Transaction or Third Party Interaction; and/or (iv) any claim of infringement of Intellectual Property Rights or other proprietary rights by a third party (including any User) resulting from the development, launch, listing, operation and integration of the Developer's AI Agent and the ACP, or the use of the Developer's IPR by the Company under these terms.

9. Modification, Suspension and Termination

- A. The Developer Terms will become binding upon the Developer's access and use of the ACP and/or the Tools and shall continue until terminated in accordance with the provisions hereof. Either party may terminate this agreement and the Developer's access and use of the ACP and the Tools at any time, with or without cause, upon reasonable notice to the other party, though the specific notice requirements may vary depending on the circumstances of termination and the particular services being utilized.
- B. Upon termination, Developer's right to access and use the ACP and the Tools shall immediately cease, and the Company may, at its sole discretion, delist or remove the Developer's AI Agent from

the Platform and the ACP. The Developer acknowledges that termination of this Agreement may affect the functionality of the Developer's AI Agent that has been integrated into the ACP, and that the Developer may need to implement alternative solutions or migration procedures to maintain service continuity for its end users. The Company shall use commercially reasonable efforts to provide reasonable notice of termination when practicable, but the Developer acknowledges that immediate termination may be necessary in certain circumstances.

10. Applicability of Platform Terms

- A. The Platform's Terms of Use apply to the Developer's access and use of the Platform, the ACP and the Tools in addition to the Developer Terms. Without prejudice to the generality of the foregoing, Sections 9, 14, 17, 18 and 19 shall apply mutatis mutandis to these Developer Terms. In the event of any conflict or inconsistency between any provision of these Developer Terms and the Terms, the provision of the Developer Terms shall prevail, but only to the extent of the conflict or inconsistency.