

OTC Terms of Service *Last updated: April 2026*

1. General

1.1 Introduction: These OTC Terms of Services (“OTC Agreement” or “OTC Terms”) solely govern your use of Berillium Tech’s over-the-counter trading services (“OTC Services”). References to “Berillium Tech”, “we”, “our”, or “us” refer to Berillium Tech, and references to “you” or “your” or “User” refer to the User who is bound by these OTC Terms. Any capitalized term not defined herein shall have the meaning set forth in these OTC Terms.

1.2 Acceptance and Modification: By using these OTC Services, you confirm that you have read, understood, and accepted these OTC Terms and any relevant transaction and operation rules in connection with these OTC Services. Berillium Tech reserves the right to change or modify the OTC Terms at any time, at its sole discretion, and will provide notice of such changes by posting the revised OTC Terms on the Site and changing the “Last Updated” date therein. Your continued use of the OTC Services after being notified of these changes constitutes your acceptance of these OTC Terms.

1.3 Eligibility: These OTC Services are only available to Users who meet the eligibility requirements under the General Terms and may not be available to Users in certain jurisdictions. As of the last update of these OTC Terms, individual clients who are residents of the United Kingdom (UK) are not eligible for onboarding.

2. OTC Services

2.1 Services Overview: You acknowledge that the terms and fees for each OTC transaction between you and Berillium Tech are directly outlined in the individual OTC Service Agreement established between you and Berillium Tech. This agreement details the specific arrangements, including, but not limited to, conversion fees, service charges, and any other applicable costs.

2.2 Pre-Transaction Information: Before the execution of any crypto-asset transfer that becomes irreversible, Berillium Tech is committed to providing clients with essential information regarding the transaction. This includes a warning about the irreversible nature of crypto-asset transfers and detailed information on all charges payable by the client for the transfer as outlined in the individual OTC Service Agreement.

2.3 Post-Transaction Information: Following the execution of the transfer, Berillium Tech ensures clients receive specific information, including:

- A reference enabling the client to identify each crypto-asset conversion.
- The amount and type of crypto- and fiat assets transferred or received.
- A comprehensive breakdown of all costs relating to the transfer, as previously agreed upon in the OTC Service Agreement.

Additionally, if a crypto-asset transfer is rejected, returned, or suspended, clients will be informed of the reason, steps to remedy the situation, and any costs incurred due to the rejection, return, or suspension.

3. Berillium Tech's Role in OTC Services

Berillium Tech will work on a reasonable effort basis to facilitate your Transactions by enabling direct purchase and sale of digital assets with you and then sourcing the liquidity with its partnered counterparty. Berillium Tech will not execute for its own account or benefit or that of a Berillium Tech affiliate a Transaction while Berillium Tech is in possession of specific confidential information regarding the Transaction or in a manner that is designed or intended to disadvantage you. You acknowledge and agree that Berillium Tech is not acting as your broker, intermediary, agent, or advisor or in any fiduciary capacity in any Completed Transactions. You understand that when Berillium Tech is acting as the principal to a Transaction with you, such principal trading by Berillium Tech will be for the sole purpose of providing liquidity and satisfying your trading goals.

4. Errors and Corrections

In the event of an error occurring through our services or platforms, whether it be in the confirmation of a conversion/trade order, during the processing of your conversion/trade, in funding your account, in transferring Fiat Currency or Digital Assets to a Financial Account, or any other transactional process, we reserve the right, and you hereby authorize us, to correct such error. This may include revising the transaction to reflect the correct parameters, cancelling the transaction, or undertaking any other actions deemed necessary to rectify the error.

5. Acknowledgement of Risks

Using our services, including allowing us to conduct conversion trades on your behalf, carries inherent risks. It's crucial to understand:

- We are not a bank or any other type of depository institution.
- Your account does not constitute a deposit account or bank account, and our services are not depository or bank programs.
- Neither your account nor your digital assets are covered by insurance against losses, nor are they subject to protections by the Federal Deposit Insurance Corporation (FDIC), Securities Investor Protection Corporation (SIPC), or any similar organizations globally.

You acknowledge and agree that accessing and using the services, including the execution of conversion trades on your behalf, is solely at your own risk, and we are not liable for any losses arising from such risks.

6. Limitations in Liability

To the fullest extent permitted by applicable law, neither Berillium Tech nor our directors, members, employees, or agents shall be liable for any claim related to these Terms, our services, or our platforms, whether in contract, tort (including negligence), or otherwise, for (1) any indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goodwill, use, or data, and (2) any amounts exceeding €100 Euro, to the extent such damages are not already excluded.

7. Indemnification

You agree to defend, indemnify, and hold harmless Berillium Tech, our officers, directors, members, employees, and agents from any claims, demands, actions, damages, losses, costs, or expenses (including reasonable attorneys' fees) relating to or arising out of (1) your use of our services; (2) your breach of these Terms; (3) your infringement, misappropriation, or violation of any rights of another party; (4) any content, materials, or information (in any form or medium) you submit, post, upload, provide, contribute, or make available through the services, or authorize or instruct us to do so; and (5) any feedback you provide. If you are required to indemnify us, we reserve the right to assume the defense and control of any matter subject to indemnification by you, and you shall not settle any matter without our prior written consent.

8. Transaction Limit

We may impose restrictions, limits, or parameters on your transactions without prior notice to comply with financial, operational, and risk control requirements. These controls may affect the submission and execution of your transactions.

9. Fees

You understand and agree that the fees charged for each Transaction will be included in the terms set out in the OTC Service Agreement that Berillium Tech provides to you. Your acceptance of these terms in accordance with Section 2.3 constitutes your agreement to pay all such applicable fees.

10. OTC Services Suspension and Termination

10.1 Berillium Tech reserves the right, at any time, with or without cause or prior notice, to limit, suspend, or terminate all or part of the OTC Services or your access to the OTC Services. This includes, but is not limited to, changing the features or functionality of the OTC Services or altering the limits on the trading you may conduct through the OTC Services, all without

any liability to you. You acknowledge that you can have no expectation of any use or continued use of the OTC Services, and you are solely responsible for maintaining any alternative arrangements that may be needed or desirable if any or all of the OTC Services becomes unavailable or disrupted.

10.2 You also agree that your violation of these OTC Terms may constitute an unlawful and unfair business practice, and cause irreparable harm to Berillium Tech, for which monetary damages would be inadequate. You consent to Berillium Tech obtaining any injunctive or equitable relief that Berillium Tech deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Berillium Tech may have at law or in equity.

11. Termination

You agree that either party may terminate this OTC Terms of Service Agreement at any time for any reason by providing written notice to the other party. Termination of the OTC Terms of Service Agreement shall not excuse the performance of either party's outstanding obligations under the OTC Terms of Service Agreement at the time of termination. For the avoidance of doubt, while you are in default and even if Berillium Tech is not making the OTC Services available to you as a result, you will remain subject to the terms of this OTC Terms of Service Agreement.

12. Incorporation by Reference

You agree that, except as otherwise provided in these OTC Terms, all provisions of these OTC Terms are hereby incorporated into this OTC Agreement by reference, including but not limited to the user's right and limitation to use, limitations of liability, disclaimer, indemnification, confidentiality, compliance with your local laws and taxes, applicable law and venue, dispute resolution, assignment, severability, change in control, force majeure, unclaimed property, and no advice provided.

13. How We Communicate

13.1 Contacting You: We primarily communicate important information with you via email. It is your responsibility to inform us of a valid and monitored email address. You are required to regularly and frequently check for incoming messages. Emails from us may include links to further communication on our website.

13.2 Receipt of Communications: Any communication or notice sent by email will be considered received by you on the same day if it arrives in your email inbox before 4:30 pm on a Business Day. If it arrives after 4:30 pm on a Business Day or at any other time, it will be deemed received on the following Business Day. For the purposes of this agreement, a "Business Day" is defined as any day other than a Saturday, Sunday, or public holiday in Poland.

13.2 Language of Communication: Our communications with you will be in English. We will always accept communications from you in English. For non-standard communication, we reserve the right to respond in English. Any documents or communications provided in other languages are for convenience only and do not obligate us to continue communication in that language.

14. Miscellaneous

14.1 Information and Verification Requirements: You agree to provide us with the information we request for purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime. We reserve the right to request this information at any time we deem necessary. You permit us to retain a record of such information.

Completing certain verification procedures is a prerequisite for using Berillium Tech's services. The limits applicable to your use of our services may be modified based on information collected on an ongoing basis.

14.2 Language: This OTC Agreement may be posted in various languages. If there are any discrepancies, the English version shall prevail.

14.3 Berillium Tech has the sole and final discretion in the interpretation of this OTC Agreement.