



Terms of Business

2026

1. PROVISION OF OUR SERVICES

1.1 Our Services

The purpose of this document is to record the terms on which we, Alt Legal Consultants FZ-LLC, trade name “Ape Law”, will supply legal and non-legal services to you. These terms of business apply to all matters on which we act for you, unless otherwise agreed. This document will usually be supplemented by one or more letters of engagement setting out terms specific to the engagement, such as the scope, our fees, and the Ape Law entity or office engaged to provide the advice. The terms of letters of engagement take precedence over these standard terms.

- 1.2 Our client is only ever the party or parties named in an engagement letter, unless otherwise agreed in writing.

2. YOUR TEAM AND YOUR DUTIES

2.1 The Team

We will appoint a Client Relationship Lawyer with overall responsibility for the quality of our service. A Lead Lawyer will have responsibility for the supervision of each matter, and you will be notified of the Lead Lawyer for each matter. An Implementation Lead will have responsibility for any matters that relate to implementation of non-legal services, and you will be notified of the Implementation Lead for each matter. We shall also tell you the names of any other lawyers or non-lawyers who will be principally involved in the day-to-day conduct of each matter. We may, from time to time, involve other lawyers, non lawyers or consultants of appropriate skill and experience to assist. The Lead Lawyer will agree with you as to the timing and content of progress reports, where they are appropriate.

2.2 Your Duties

We ask you to ensure that all information provided to us is, to the best of your knowledge, complete, accurate and up to date, and supplied as quickly as possible. You must safeguard documents which are likely to be relevant to a matter. You agree to give us reasonable, clear and prompt instructions.

3. FEES

3.1 Our Fees - Fixed Fee or Hourly Rate

Ape Law's fees will be calculated on the basis specified in any engagement letter or as otherwise agreed with you. Wherever possible we strive to offer fixed fee arrangements because these produce certainty for our clients. If a fixed fee is agreed with you, we shall state the scope of our work and other relevant terms on which the fixed fee is based. If these terms are not met, Ape Law will be entitled to adjust the fee to reflect the change of circumstance. Where it is not possible or practical to offer you a fixed fee arrangement, we will propose an hourly rate. Where urgent or emergency turnaround or deadlines are involved, a 50% uplift on personnel's hourly rates apply where such work requires weekend work, and a 100% uplift applies on personnel's hourly rates where such work requires work while personnel are on holiday leave.

3.2 Fee Estimate

A fee estimate is different to a fixed fee arrangement. If we have provided you with a fee estimate, this is for planning purposes and is not contractually binding.

3.3 Disbursements and Costs

Costs we incur on your behalf, such as counsel and other law firm fees, contractors fees, travel costs, court fees, stamp duty land tax, and any similar taxes, will be charged to you in addition to our fees. These are referred to in our invoices as disbursements. We also charge additional costs incurred by us in providing our services, such as in-house copying and printing, research databases charges, and telephone calls. These additional costs may include an element of profit. Please let us know if you would like further information as to the rates we charge for such items. Where third-party advisers, such as other law firms, counsel, or experts, are engaged by us, they will be engaged by us either acting as your agent, or for your benefit, and you will be responsible for their fees in addition to our own, either directly or to us. Normally, we will ask you to pay us money on account before we instruct a third party for you.

3.4 Payments on Account

We may ask you to pay money on account of third-party costs, and our fees, at the start of a matter or during the course of a matter. Money paid on account will be credited to you on delivery of the final invoice but we may, at our discretion, use such funds to settle our interim invoices and the invoices of third parties engaged by us for you, and if we do, you normally will be asked to make a further payment on account. Where you pay us money on account for a specific purpose (such as to pay a third party), once the specific purpose no longer applies, we are entitled to hold any remaining funds generally on account of our fees and other costs, and we may use such funds to settle any of our invoices.

3.5 Banking

We will have no responsibility to you or to any other person for the credit failure or other acts or omissions of any banking institution with which we deposit monies on your behalf, nor of any banking institution involved in the transfer of such monies, nor for any failure or any disruption to any payment or electronic systems used for any such monies to be transferred. In the event of the failure of a bank holding your funds placed by us, you may be eligible for compensation under government compensation schemes if you meet the conditions of any such scheme. We will never tell you of changes to our bank account details by phone or email only. Please inform us if you receive any communication purporting to be from us stating we have changed our bank account details or payment arrangements.

3.6 Tax

All fees are subject to Value Added Tax (**VAT**) (if applicable) or similar taxes, which is payable by you. Third-party costs may also attract VAT or similar taxes. Our invoices are to be paid free of any withholding or deduction in respect of taxes or duties. If you are required by law to withhold or deduct tax, the amount of each invoice is to be treated as increased to the extent necessary so that, after any withholding or deduction, we receive and retain a net sum equal to the amount of our invoice.

3.7 Invoicing

Ape Law normally submits invoices for payment up front and prior to the commencement of your matter. Where a monthly retainer has been proposed and agreed, Ape Law submits an invoice at the beginning of the month in which the work is to be completed. Monthly invoices are based on the fixed fee allocated to the matter, as disclosed and agreed in our Engagement Letter. We will indicate in our Engagement Letter if time based recordings form part of our agreement. If the Engagement Letter is silent as to this matter, then we do not capture and record time on your matter. Time, expenses and disbursements (as applicable) omitted from an invoice may be included in a future invoice.

3.8 Payment and Source of Funds

We do not accept cash payments to settle our invoices or to pay us money on account. All payments to us must be made in USDC or USDT to our wallet address indicated on our invoice, unless we specifically agree otherwise. Cash payments and payments made by bank transfer may only be made by express agreement with us. Unless we specify otherwise, they will attract a 2.0% fee and may only be made by prior written agreement. We may need to raise enquiries as to the source of your funds and that of any other party involved in a matter, and we may seek identification evidence from any party to which you ask us to make payments or where you ask us to accept payments from them on your behalf. We may need to hold funds provided by you or on your behalf pending consent from appropriate authorities. You must bear all costs of transmitting payments in respect of our invoices to us, which should therefore be made gross of any and all bank, exchange, agent or other intermediary's charges. Our invoices are payable in the digital currency in which they are submitted (in most if not all cases **USDT**). Unless otherwise specified, all Ape Law invoices are payable in advance and when costs have been incurred on your behalf; therefore Ape Law's invoices (whether interim or final) are payable on receipt by you. If payment of an invoice is not made within 30 days of delivery to you or if a request for a payment on account is not met within any time period specified by us:

- Ape Law may suspend services or withhold delivery on any or all matters or terminate any or all engagements in accordance with paragraph 4.2; and
- Ape Law may also charge you interest on any amount not paid after 30 days at a rate of 3% per annum above the base rate of Barclays Bank Plc from time to time or, if that base rate is discontinued, a similar rate reasonably selected by us.

3.9 Liability for Payment

You may agree with a third party that it will pay the fees and costs incurred on a matter. In the event that such other party does not pay within the time period specified, you will be required to pay the outstanding fees and costs. All our invoices will be addressed to you. If you instruct Ape Law together with others, Ape Law will be entitled to seek payment in full for the total amount of fees, expenses and other costs from you alone.

3.10 Audit Responses

You may ask us to provide information for the purpose of your annual audit. If our response takes us significant time, we may charge you for our time spent, at our standard hourly rates.

4. TERMINATION

4.1 By You

You may ask us to cease to act at any time. We ask you to notify the Lead Lawyer.

4.2 By Us

We shall only stop working for you where we consider we have good reason, such as:

- if you do not pay an invoice within a reasonable time or meet a request for a payment on account; or
- we have good cause to cease acting such as you fail to comply with your duties or our continuing to act would be unethical, or put us in breach of a legal or regulatory duty.

We shall give you reasonable notice that we are to stop representing you, but there may be circumstances in which we must cease acting but are unable to give you reasons or notice.

4.3 Effect of Termination on Payment of debts owed to Ape Law and to our subsidiaries

In the event that either party terminates the engagement, all outstanding fees, disbursements, and costs incurred up to the date we cease work become immediately due and payable. This

clause takes precedence over any other terms regarding payment, invoicing, deferred payment periods or similar provisions, whether specified in your Engagement Letter or otherwise agreed, howsoever documented. Termination in respect of one matter shall apply to all matters unless expressly indicated otherwise in the notice of termination. Debts owed to our subsidiaries, including but not limited to Pigeon Labs LLC immediately become assigned to Alt Legal Consultants FZ-LLC upon termination and a solicitor's lien is held over all documentation, files, notes, and information we retain on your matter, until such time as your outstanding invoices are paid in cleared funds into our nominated bank account or wallets (proof of which is mandatory prior to release of your documentation, files, notes and information).

5. REPRESENTING OTHER CLIENTS AND CONFIDENTIALITY

5.1 Acting for Other Clients

You acknowledge, and where required by applicable rules of ethics you agree (and in doing so you acknowledge that you have provided us with an effective conflict waiver of future conflicts), we are permitted to represent other persons or entities whose interests are, or may become, adverse (in litigation, transactions or otherwise) to you, or any of your affiliates, in matters that are not substantially related to matters on which we are instructed by you, unless otherwise agreed in writing. You further agree that we may act for parties that we act against for you (be that in transactions or litigation) so long as we protect your confidential information and, where required by applicable ethical rules, obtain that other client's agreement not to object to our continued representation of you. If we ask for your agreement for us to act in any given situation, you agree we are not waiving our reliance on this paragraph for future matters.

5.2 Clients with Competing Interests

Some of our current or future clients are likely to operate in the same industry or sector as you, and may have interests which are adverse to you. You accept that we may act for such other clients. Where you request us to act for you on a matter where you are one of a number of parties competing for the same asset (for example, in a tender or corporate auction or in an insolvency situation), you agree that we may act for other parties on the same matter provided we comply with applicable ethical rules.

5.3 Confidential Information

You agree that we may share your confidential information within Ape Law (see <https://ape.law/> for details), unless regulation or law require otherwise; and any Ape Law entity which accesses your confidential information will owe you a duty of confidentiality. Other than disclosure within Ape Law, as provided in these terms, with your consent, or as required by law or regulation, we shall keep all information obtained from you and which is not in the public domain, confidential. We owe similar duties to other clients and former clients. You accept that we are under no obligation to disclose to you or use for your benefit confidential information we have or may obtain from acting for any other client. You agree that you will not seek to prevent us from acting for any other client on the grounds that we hold your confidential information, so long as we have appropriate safeguards for your information. If you provide us with sensitive commercial information, such as inside or price- sensitive information, which must be handled in accordance with specific regulatory requirements, you must notify us.

5.4 Third Party Service Providers

We may use third party service providers to help us with aspects of our services which include legal drafting, non-legal analysis, document review, data hosting, processing or storage (including 'cloud' service providers). We shall ensure all such providers operate under service agreements that are consistent with our legal and professional obligations, including in relation to confidentiality, privacy and data protection. If you instruct us to use a third party chosen by you for any aspect of a matter, we are not responsible for the security of data provided to that party or the service.

5.5 Publicity

We may wish to mention in our marketing materials that we have acted for you and include information about the work undertaken for you. You expressly consent to us including your company logo on our website as an indication that you are or were a client of Ape Law. You expressly consent to us specifying details in our marketing material about how we have acted for you and to include information about the work undertaken for you, if that information is already in the public domain. We may include details of the work we have undertaken for you in proposals or presentations to existing or prospective clients or other parties, but will do so on a confidential basis.

5.6 Insurance, Audit and Disclosure

We may be required to disclose your confidential information to insurers and advisors appointed by us. External organizations appointed by us or with authority over us may conduct audit or quality checks on our practice from time to time, which may include your matter. We will require that insurers, advisors or external organizations maintain confidentiality in relation to any files and papers which are disclosed.

6. COMPLIANCE AND REGULATION

6.1 Electronic Communications

You accept the risk that electronic communications cannot be guaranteed to be delivered, may not be secure or error free, and can be delayed or received by other than the intended recipients, and we shall have no liability for these risks unless caused by our negligence or wilful default. We monitor electronic communications to you; we refer you to our Privacy Policy on <https://ape.law/>.

6.2 Document Retention

On your request, we will provide you with the records relating to a matter (provided that we have been fully paid). We do not undertake to retain your records for any particular period of time, but you understand that we may retain such for our own purposes (in any format). You agree that we may hold records containing personal data, usually that obtained to meet the requirements identified at paragraph 6.5, for a period of 16 years, or longer if required for legal reasons. We may destroy records of any type, without further notice to you, unless you have specifically asked us to retain them. If you would like us to keep documents for you following completion of a matter, please contact us to make arrangements. We may charge a reasonable amount to cover our costs. If you ask us to retrieve, for your purposes, records we hold concerning your matter, we may charge you for our time spent in retrieval and review.

6.3 Ownership

You are free to use, and copy for your use only, all documentation created in the course of any matter, but all copyright and other intellectual property rights in all materials created by Ape Law or on our behalf will vest in and are retained by Ape Law. Advice and documentation in relation to any matter on which we have advised you may be shared within Ape Law for knowhow purposes, but this will not affect our duty of confidentiality to you.

6.4 Personal Data Protection

We will use your personal data (and that of your employees and related persons) primarily to provide legal and non-legal consulting services to you, but also for related purposes as described in our Privacy Policy at <https://ape.law/>. Please read our Privacy Policy as it contains information on what personal data we collect and how that data is collected, and on what grounds, who we share personal data with including third party service providers, our transfer of personal data within Ape Law, an individual's rights in relation to the personal data we hold, and how to contact us with any queries or concerns in relation to personal data. Ape

Law is the data controller for the personal data we hold concerning you, your employees or related persons, for the purpose of the EU General Data Protection Regulation (GDPR) or other similar privacy laws, to the extent that they are applicable. Where you share personal data with us, you confirm that you are permitted to do so under applicable data protection laws.

6.5 Our records and file data

We prepare internal documents in the course of our engagement with you. These form our working papers and records. Please note that we record virtual calls (but are not obliged to do so) to ensure accuracy of instructions and for practice management purposes and that these records form part of our working documentation. Your agreement to these terms is your express consent permitting us to do so. Without it, UAE laws expressly forbid recording of conversations.

6.6 Identification and Reporting

To meet our legal obligations and to avoid risks associated with financial crime, we are required to obtain evidence of your identity and sometimes that of others, such as owners or your counterparties. We use online databases, and may ask you for documents and details, for the purposes of obtaining identification and ownership evidence. We retain this information and related documents as set out in paragraph 6.2, and we may be asked to provide it to others to comply with our legal and regulatory obligations. Information we obtain for these purposes may be shared with other Ape Law entities for the same purposes. We may not be able to act for you, or may have to cease acting, if satisfactory identification evidence is not provided within a reasonable time period. We are required to make reports to law enforcement agencies and regulators if we have concerns, and we may not be able to discuss such reports with you. We will not be liable to you for any loss or damage which you incur as a result of our making a report which may include delay in our acting on your instructions (such as paying funds held on your behalf to other parties).

6.7 Financial Services

Ape Law does not conduct activities which require it to be authorised by an authority which regulates financial services. We are retained only to provide legal and non-legal consulting advice in relation to digital asset projects. Nothing we say or do should be construed as an invitation or inducement to engage in investment activities, or as advice on the investment merits of acquiring or disposing of particular investments.

7. LIMITATIONS ON OUR LIABILITY

7.1 Terms and Parties

Ape Law is a limited liability company regulated by RAKEZ and the Courts of RAK and further to Ape Law's trade license, Ape Law is permitted to offer legal consultancy services and provide legal advice and consulting services in respect of the laws of the UAE. Any reference in these terms of business or any other Ape Law document, or any oral reference, to a person who is a partner, is a reference to a member of Ape Law, or a partner or director of an associated entity, or an employee of any of them of equivalent standing. References in this paragraph 7 to an Ape Law Person is a reference to a partner, consultant, or an employee or an associate of Alt Legal Consultants FZ-LLC or a partner, director, consultant, employee or associate of the Alt Legal Consultants FZ-LLC-associated entity named in any engagement letter. References to Ape Law in this paragraph 7 shall be read as references to Alt Legal Consultants FZ-LLC (trade license number 47007743) or the entity named in any engagement letter.

7.2 Liability

Ape Law is fully responsible for the legal and non-legal services provided to you by it and by any Ape Law Person, unless your engagement letter states otherwise. You agree that an Ape

Law Person will not have any personal legal liability for the services carried on by Ape Law. You agree that any claim brought in respect of a matter on which Ape Law is instructed or involved will be made against the Ape Law entity you instruct, and you will not make a claim against any Ape Law Person or any other Ape Law entity or connected person. If, notwithstanding this clause, you make a claim against any Ape Law Person or any other Ape Law entity or connected person, or they otherwise incur liability to you in connection with the services provided to you, you agree that the exclusions and limitations of liability set out in this paragraph 7 (or as otherwise agreed in writing with you) shall be directly enforceable by any Ape Law Person, and any and all Ape Law entities and connected persons, in the event of any such claim or liability, and that the liability of a Ape Law Person or any and all Ape Law entities or connected persons shall be limited to the fullest extent permitted by law.

7.3 Limitation of Liability

The aggregate liability of Ape Law (and any Ape Law Person or other Ape Law entities or connected persons) in respect of all causes of action arising in connection with the services provided by Ape Law will not exceed the fees paid by you for the work completed by Ape Law or, if there is a figure noted in any engagement letter or other communication provided by us, that figure shall apply. In this paragraph 7, Ape Law is not seeking to limit or exclude its liability (or that of any Ape Law Person or other Ape Law entities or connected persons) if such exclusion or limitation is not permitted by applicable law (such as laws precluding exclusions for personal injury or death or fraud) or rules of professional conduct which do not permit limitations or exclusions of liability between lawyer and client, to the extent only that such are applicable to the services provided to you. Where you and others instruct us, the limit of liability will be allocated between you and these other clients.

7.4 Third Parties and Reliance

Unless otherwise agreed in writing, our advice and any documents we prepare are for use only in connection with the specific matter on which we are instructed, can only be relied on by you and reflect the law in force at the relevant time. We accept no liability to any third party, unless we specifically agree otherwise in writing. If we do so agree, the limits on our liability as set out in this paragraph 7 will apply (or in any related engagement letter), and the limit set out at paragraph 7.3 (or in any related communication), will be apportioned between you and the third party. Nothing in these terms of business (or any related communication) shall confer or purport to confer any benefit or the right to enforce any term on a third party (other than a Ape Law Person, Ape Law entity or any connected person), unless we have agreed in writing as referred to above.

7.5 Contribution to Loss and Sharing Limit

Without prejudice to paragraphs 7.2 and 7.3, where Ape Law shares responsibility with others on a matter, Ape Law's liability for any losses or claims in relation to the matter shall be limited to that proportion of any losses which it would be just and equitable to pay having regard to the extent of Ape Law's responsibility for the loss. Our share of liability will not be increased because a claim cannot be made against others who are also responsible for any loss, because such parties are insolvent or have contractually or otherwise excluded or restricted their liability or are uninsured. We accept no liability for the advice or services provided by third parties, even if we have engaged any of them on your behalf.

7.6 Exceptional Circumstances

We shall not be liable for any failure to fulfill our obligations caused by circumstances outside of our reasonable control, which include but are not limited governmental/freezone rejections of your license application, of an individual director or UBO or other representative. All licensing matters are discretionary and ultimately in the hands of the Freezone/Regulator, accordingly we do not issue refunds on fees for services relating to license applications or that otherwise involve final approval to be awarded by a freezone or other regulatory authority. Appeals of the decision of the regulator or freezone, and additional work to overturn a decision of a regulatory authority falls outside the scope of standard license engagements and will attract additional fees should you wish for us to advance such matters on your behalf.

8. QUALITY OF SERVICE AND CONCERNS

8.1 Your Concerns

We value your instructions and aim to meet or exceed your expectations of service and quality of work. If you have any concerns about any aspect of our service (including the level of our fees), please raise the issue immediately with your Client Relationship Partner. If the Client Relationship Partner does not resolve the matter to your satisfaction or, if you would prefer not to discuss the matter with the Client Relationship Partner, we refer you to our website for contact details of those appointed to deal with client concerns. We have a complaints handling procedure, which is available on your request.

9. GOVERNING LAW AND DISPUTES

9.1 Applicable Law

These terms of business, and your relationship with us, and any dispute or claim arising out of or in connection with these terms of business and our relationship with you (including non-contractual disputes or claims), will be governed by and interpreted in accordance with the laws of England and Wales.

9.2 Disputes

Subject to paragraph 9.3, any dispute, suits, actions or proceedings arising out of or in connection with this engagement letter and any contractual and non-contractual obligations, you and Ape Law irrevocably submit to the exclusive jurisdiction of the Abu Dhabi Global Market Courts.

9.3 Fees

You agree that we may proceed against you for unpaid fees in accordance with the procedure in paragraph 9.2, or in the courts of any jurisdiction in which you or your assets are located.

9.4 Third Parties

This paragraph 9 shall be binding upon any party who intends to claim against us in relation to our legal or non-legal services.

10. AMENDMENTS, SEVERABILITY AND ASSIGNMENT

10.1 Amendments

Amendments to these terms of business may be made with your consent and in writing signed by one of our partners. We may amend these terms from time to time on notice to you; the amended terms will apply to matters commenced after such notice.

10.2 Severability

If any one of these terms (or any term of an engagement letter) is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other terms of this document or any engagement letter.

10.3 Assignment

Our obligations may be performed in whole or in part by any Ape Law entity; subject to that, neither we nor you may transfer or assign any right or obligation under these terms of business or any engagement letter, without the other's prior written consent.

Alt Legal Consultants FZ-LLC trading as Ape Law in the UAE is regulated by RAKEZ and the Courts of RAK and further to Ape Law's trade license (47007743), Ape Law is permitted to offer legal consultancy services and provide legal advice in respect of the laws of the UAE.

All rights reserved.