RISK DISCLOSURE STATEMENT

Last updated: 15.04.2025

BUYING, SELLING, INVESTING, HOLDING VIRTUAL ASSETS INVOLVES SIGNIFICANT RISKS. BY ENGAGING IN THESE ACTIVITIES, THE CLIENT RUNS THE RISK OF LOSING HIS/HER ASSETS COMPLETELY. BEFORE MAKING ANY TRANSACTIONS WITH VIRTUAL ASSETS, THE CLIENT SHALL CAREFULLY STUDY ALL POSSIBLE RISKS, ASSESS THEM AND MAKE SURE THAT THEY CORRESPOND TO THE CLIENT'S FINANCIAL CAPABILITIES AND ARE ACCEPTABLE TO HIM/HER.

THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY THE CLIENT IN TRANSACTIONS WITH VIRTUAL ASSETS.

This Risk Disclosure Statement (hereinafter referred to as the "Statement") is a general description of risks associated with the Client's use of services provided by Limited Liability Company "DataGroup" (hereinafter referred to as the "Company") – a legal entity established and operating under the laws of the Kyrgyz Republic: registration number 208003-3301-OOO, TIN 02507202210232, OKPO 31552816, located at the address: 55/5 Logvinenko Street, Bishkek, Kyrgyz Republic, using the website <u>https://swapster.fi/</u>, Telegram bot @SwapsterBot and Swapster mobile application, and is considered as part of the User Agreement between the Client and the Company.

All terms used in the Statement shall have the meanings assigned to them in the User Agreement.

Before carrying out transactions for the purchase and sale of virtual assets, as well as using other services of the Company, the Client shall ensure that he/she has sufficient understanding of the peculiarities of functioning of the virtual assets market, the main concepts and terms used in the field of virtual assets, the rules of transactions with virtual assets.

If the Client does not fully understand the risks associated with the use of virtual assets and the Company's services, the Client shall seek independent professional advice.

By accessing the Company's website (<u>https://swapster.fi/</u>), the Telegram bot @Swapster_bot, the Swapster mobile application and using the Company's services, the Client represents and warrants that he/she is fully aware of, agrees to and accepts the risks associated with transactions with virtual assets or the use of other services of the Company.

The Company has the right to assume that the Client has sufficient experience and knowledge to understand the risks associated with virtual assets and transactions with them. The Client's acceptance of the terms and conditions of the User Agreement, as well as the actual use of the Company's services confirms the Client's familiarisation, consent and acceptance of the risks specified in the Statement.

The Company does not provide advice regarding its services. Information about virtual assets on the Company's website (<u>https://swapster.fi/</u>), in the Telegram bot @Swapster_bot, the Swapster mobile application, or in any other communications is for general information purposes only. The Company is not a broker, intermediary, agent or consultant and has no fiduciary relationship or obligation to the Client in connection with any transactions or other decisions or actions taken by

the Client in connection with the use of the Company's services. The Company does not monitor whether the Client's use of the Company's services is consistent with the Client's financial goals. Any decision to use the Company's services shall be made by the Client himself. No information provided by the Company to the Client is or shall be considered or construed as investment or financial advice, trading advice or any other advice. The Client is solely responsible for determining whether any of the Company's services are suitable for the Client's investment objectives, whether the Client has the financial resources to engage in such activities and whether the Client is willing to accept the risks involved.

The Company notifies the Client of the following risks of carrying out transactions for the purchase and sale of virtual assets:

- virtual assets are not a means of payment. Transactions using virtual assets as a means of payment may be prohibited in a particular State and invalidated;
- virtual assets are not backed by a state (whether the Kyrgyz Republic or other states). No international institutions, organisations, central banks of states can take corrective measures to protect the value of virtual assets in a crisis or issue more virtual assets;
- the value of virtual assets, as well as the anticipated income from transactions with them, if any, may fluctuate without warning over short periods of time and may decline to the detriment of the Client's interests. Virtual assets may experience price fluctuations both upward and downward, and in some circumstances may become completely devalued. Past performance is in no way an indication of future results. The inherent risk of dealing in virtual assets is that the purchase and sale of such products may result in losses and not realise expected profits;
- under certain market conditions, due to limited liquidity, it may be difficult or impossible to transact in a particular type of virtual asset. This may occur at any time and from time to time, including during periods of sharp fluctuations in value;
- transactions with virtual assets are irreversible. In the event that a transaction is made by the Client by mistake (using the wrong address, specifying the wrong amount or type of virtual asset, etc.), or by criminals or third parties who have gained unauthorised access to the Client's funds, the transaction cannot be cancelled and the funds cannot be returned. Losses resulting from such transactions may be irreparable;
- for legal, regulatory or other reasons, the Company may suspend services in respect of any virtual asset at its sole discretion. The Client may not be able to withdraw digital assets before the Company ceases to provide services in respect of any such virtual assets, resulting in the loss of any such virtual assets remaining in the Client's wallet;
- the technology used to interact with virtual assets may be subject to errors, failures and other problems that could result in the loss of funds. The Client shall also be aware that the Internet is not a completely reliable medium and delays in service delivery may occur;
- storing virtual assets in wallets may result in the risk of losing access to the wallet or the virtual assets stored in it. Virtual assets and wallets are not subject to insurance against loss. Unauthorised access by the Client to any links or entering his/her confidential data (wallet or email passwords) involves potential risks, such as unauthorised access to the

wallet and virtual assets by third parties and loss of the Client's right to own and dispose of them. The Client is responsible for the safety and confidentiality of this information;

- the Company's infrastructure may be subject to cyber-attacks and other fraudulent activities, which may result in the leakage of confidential information, theft of Client funds, and prevent access to or use of the Client's virtual assets;
- for various reasons (legal requirements, technical works, etc.), the Company's services may become unavailable at any particular time or be subject to unplanned network outages or overloads. to the Company's services when he/she wants them to be;
- some transactions in virtual assets are deemed to have occurred at the time of recording on the blockchain, which is not necessarily the date or time when the Client initiated the transaction;
- the underlying software protocols that govern the operation of virtual assets are "open source" and anyone can use, copy, modify and distribute them. The Company does not own or control the underlying software protocols and is unable to guarantee their functionality, security or availability. The Client acknowledges and accepts the risk that the underlying software protocols relating to any virtual asset held in the Client's wallet may change;
- the acquisition and sale of virtual assets may involve regulatory risks in certain jurisdictions. Before transacting in virtual assets, the Client shall ensure that he/she is aware of, understands and accepts the legal requirements for virtual assets in the relevant jurisdictions;
- In many jurisdictions, virtual assets and income derived from transactions involving virtual assets are subject to taxes, levies, duties or other charges. Tax laws and practices with respect to virtual assets in some jurisdictions may not be clearly defined and may vary from jurisdiction to jurisdiction. Current interpretations of legislation or understanding of practice may change and new legislation may be applied to circumstances that existed prior to its introduction. The Client is solely responsible for determining what and how taxes may be levied on his/her transactions in virtual assets, and for filing returns and paying any taxes that may arise from his/her use of the Company's services. The Company does not provide legal or tax advice in relation to the Client's transactions. If there are any doubts or questions regarding tax status, tax liabilities in connection with the use of the Company's services or in relation to virtual assets stored in the Client's wallet, it is recommended to seek independent advice;
- fluctuations in fiat currency exchange rates may also have a significant impact on the Client's profit and loss;
- third parties such as payment service providers, custodial service providers and banking partners may be involved in the provision of services by the Company. The Client may be subject to the terms and conditions of these third parties. The Company shall not be liable for any losses that these third parties may cause to the Client.

The risks mentioned in the Statement are not exhaustive, are not presented in any suggested order of priority, and do not explain all the nuances of how these risks relate to the Client's

personal circumstances. The Client shall also seriously consider other possible risks before transacting in virtual assets and using the Company's services.

The Client realises, agrees and understands that he/she may lose monetary and/or virtual assets at any time of any transaction with virtual assets, for the reasons stated above.

The Client is solely responsible for any own actions in connection with the use of the Company's services and possible unfavourable consequences.