

General Conditions of Sales of the site Keplerk.com

Keplerk is a direct selling platform of Bitcoin. You can buy Bitcoins directly from Keplerk within the limit of available stock. The service offered by Keplerk does not constitute a marketplace for the purchase / sale of crypto-assets linking buyers and sellers...

Under certain conditions defined below and within the purchase limits defined by Keplerk, the Customer may resell to Keplerk its Bitcoins which are stored on a KEPLERK Crypto-Wallet. The general conditions of Crypto-Wallet KEPLERK are accessible via the following hyperlink: <https://www.keplerk.com/en/conditions-generales-vente-wallet>.

The present General Terms Conditions of Sale of Crypto-actives (hereinafter

"GTC") and its Schedules (Additional Terms and Conditions of Sale of Crypto-actives (hereinafter "ATC") are accessible via the following hypertext link:



<https://www.keplerk.com/en/terms-of-sales>. They are valid as of September 17~~29~~, 2020. This version of the GTC cancels and replaces the previous versions. You are invited to read them carefully. You are also advised to download and / or print and keep a copy. You must read and accept the GTC each time you make a purchase or sale from Keplerk to inform you of the applicable contractual provisions applicable to You.

1. PARTIES

These Terms and Conditions are concluded between,

- **KEPLERK BLOCKCHAIN**, joint-stock company with a capital of 357.000 Euros registered in the trade and companies register of PARIS under the number 834 983 330 whose head office is located at 17 Chaussée de la Muette 75016 Paris, VAT number FR834983330, (ci-après «Keplerk»);

and

the Client having opened an Accessible Customer Area on the Keplerk Platform (hereinafter the "Client" or "You");

referred to, together or separately, according to the context: the «Side(s)»

2. DEFINITIONS AND INTERPRETATION

« **Bank Account** » : means the bank or payment account of the Client opened at its name in the books of a payment services provider established in a member state of the European Union or of the European Economic Area.

«**GTC**» : is an acronym designating these general terms and conditions of sale (including the ATC), i.e. the conditions governing the contractual relationship between the Client and Keplerk, the GTC and the ATC are accepted by the Client when creating his Customer Area accessible from the Keplerk Platform and by the Client during each Transaction or Repurchase transaction.

«**Client**» or «You»: refers to the adult and private individual person over the age of 18 who is able to exercise and enjoy his rights within the meaning of Article 414 of the French Civil Code and who has opened a Customer Area. The Client who has opened a Validated Customer Area may be a Buyer and/or a Seller.

«**Ticket Code**»: refers to a code in the form of an alphanumeric sequence or QR code, written on the Ticket.

«**Consumer**»: means any Client private individual person who acts for purposes that do not fall within the scope of his commercial, industrial, craft, liberal or agricultural activity.

« **ATC** » : refers to the additional terms and conditions of sale as defined in Schedules I and II.

« **ATCT** » : means the additional terms and conditions of sale of tickets of electronic money as defined in Schedule I.

« **ATCW** » : means the additional terms and conditions of sale by wire transfer as defined in Schedule II.

«**Crypto-active**» : Any digital representation of a security that is not issued or guaranteed by a central bank or public authority, that is not necessarily attached to a legal tender and that does not have the legal status of a currency, but that is accepted by natural or legal persons as a means of exchange and that can be transferred, stored or exchanged electronically in accordance with Article L. 54-

10-1-2 of the Monetary and Financial Code. For the moment, the Crypto-actives available for sale by Keplerk are limited to Bitcoin (BTC).

«**Crypto-Wallet**»: refers to the physical or digital medium intended to store the private key necessary for the possession and use of one or more Crypto-actives.

«**Crypto-Wallet Keplerk**»: refers to the digital Crypto-Wallet offered by Keplerk to its Customers and on which the Customer stores its Crypto-actives. The general conditions of the Crypto-Wallet KEPLERK are accessible via the following hypertext link: <https://www.keplerk.com/en/terms-of-sales-wallet> .

«**Customer Area**»: refers to the customer account opened in the Client's name on the Keplerk Platform in accordance with the provisions of article 8 of the GTC.

«**Validated Customer Area**»: refers to the customer account opened in the Client's name on the Keplerk Platform, in accordance with the provisions of

Article 8 of the GTC, and for which the registration and identity verification procedure has been successfully completed.

«**E-Ticket**»: refers to the code sent by Keplerk by Email and in your Customer Area corresponding to an amount which may only be used to buy Crypto-actives from Keplerk.

«**Force majeure**»: means any exceptional circumstance that makes it impossible for one of the Parties to fulfil an obligation. Under these GTC, force majeure will be considered if it alternates between unpredictability, irresistibility or extremism.

«**Fees**»: refers to the fees applied by Keplerk as defined in article 11 and in the ATC.

«**Electronic Money**»: refers to the electronic money issued by the Issuer and accepted by Keplerk for the purchase of Crypto-actives.

«**Keplerk Platform**»: refers to the online platform accessible on any medium (and in particular via the Keplerk Website or the mobile application). The Keplerk Platform is hosted by OVH located in Roubaix.

«**Repurchase**»: refers to the repurchase of the Client's Crypto-assets by Keplerk in accordance with these GTC. Keplerk does not offer any guarantee of repurchase of the Crypto-actives. The sale of Crypto-active by the Client is only possible within the purchase limits defined by Keplerk.

«**Customer Service**»: refers to Keplerk's customer service that can be contacted:

- by e-mail at the address: contact@keplerk.com;
- by phone (in French) at +331 82 83 42 62 (cost of a local call not surcharged),

- by post to the following address: 17 chaussée de La Muette 75016 Paris, France.

«**Website**»: refers to the website accessible at the following address:
<https://keplerk.com>

«**Seller**»: refers to a Client who has decided to sell his Crypto-actives to Keplerk and has a Validated Customer Area.

« **Transaction** » : refers to any transaction of the Client relating Crypto-actives executed in accordance with these ATC.

3. PURPOSE OF GTC

3.1 The purpose of the GTC is to define the conditions under which:

- Keplerk sells crypto-Actives products to his Clients on Keplerk Platform
- the terms and conditions under which Keplerk may offer its Customers the Repurchase of its Crypto-active assets
- the conditions of payment of Crypto-actives bought from Keplerk by the Client and the means of payment accepted by Keplerk

3.2 The Crypto-active is purchased from Keplerk by payment made in Electronic Money using a Ticket (Paper Ticket or E-Ticket) marketed under the name 'EPLERK by Moneyclit' «.

3.3 Payment of the Crypto-assets repurchased by Keplerk from its Clients is made by transfer to the Client's bank account.

3.4 Only the GTC shall be binding between the Parties in the event of a dispute.

4. WARNING ON RISKS RELATED TO THE CRYPTO-ACTIVES

4.1 Warning on the legal nature of Crypto-actives :

4.1.1 Crypto-assets are neither legal tender within the meaning of Article L. 111-1 of the French Monetary and Financial Code nor electronic money within the meaning of Article L. 315-1 of the French Monetary and Financial Code.

4.1.2 Keplerk draws your attention to the fact that it cannot guarantee either the durability of Crypto-actives or their value, which is only fixed in relation to the supply and demand of investors.

4.1.3 You must ensure that your IT and telecommunications equipment is secure to prevent hacking of your data (including personal data).

4.1.4 Keplerk shall not be held responsible in case of loss or robbery of Crypto-actives and/or of any medium containing them such as for example USB keys or hard disks .

4.2 Warning on the risks related to the holding of Crypto-actives :

- The price of Crypto-actives is extremely volatile and their variations are unpredictable. The price of Crypto-actives can fluctuate up and down very quickly. Buying Crypto-actives involves a high degree of risk, including the risk of losing the full value associated with the purchase of Crypto-actives.
- You must act with caution and vigilance by limiting your purchases of Crypto-actives to the amount of money you can afford to lose without putting yourself financially at risk. As such, it is not advisable to convert all your liquid assets into Crypto-active, given that Crypto-active assets are volatile and their value can decrease in an unpredictable way.
- Any Transaction must be carried out on the basis of an assessment of the risks generated by it and your understanding of the underlying technologies (and in particular the functioning of a blockchain operation).

- The value expressed in legal tender for a Crypto-active is quoted on trading platforms that are mostly not regulated and do not provide any financial guarantee, liquidity, technical or other guarantees.
- When You decide to sell your Crypto-assets to third parties outside the Keplerk Platform, You alone bear the risk of failure, in particular technical failure, of the trading platforms You use, which may not pay You the corresponding amount at the price of the Crypto-assets You have sold to such third parties or on such platforms. You also expose yourself to technical risks that may occur on trading platforms and result in the unavailability or even disappearance of your Crypto-actives or the inability to sell said Crypto-actives. The technical failure, the liquidity risk of Crypto-assets and the technical risk related to trading platforms may lead to transaction processing delays that would not allow the Client to have their Transaction completed on a specific date for a predetermined amount.
- Crypto-actives may be subject to hacking attempts whose negative consequences cannot be handled by Keplerk. Similarly, Keplerk cannot be held responsible for any incident related to the availability, integrity and confidentiality of Crypto-actives or technical limitations induced by the computer systems used by the Customer for the conservation and storage of its Crypto-actives. It is the Customer's responsibility to ensure that it has the necessary and sufficiently secure IT resources to ensure the conservation and storage of its Crypto-actives and its portfolio of Crypto-actives. Keplerk declines all responsibility in the event of hacking, loss, theft, corruption or destruction of Crypto-actives, in particular, regardless of the medium used to store and store them. As an exception, if the Client uses the Crypto-Wallet KEPLERK, it is advisable to refer to

the general conditions of use of the Crypto-Wallet KEPLERK which are accessible via the following hypertext link : <https://www.keplerk.com/en/terms-of-sales-wallet>.

- Keplerk is a trading company that does not provide investment, payment or banking services. As such, Keplerk is neither approved, nor supervised, nor controlled by the Prudential Control and Resolution Authority.
- However, Keplerk provides services on digital assets (*services sur actifs numériques*) within the meaning of Articles L.54-10-2 et seq. of the FMC, in respect of which a request for registration is being made to the French *Autorité des marchés financiers* ("AMF"). As a provider of services on digital assets (*Prestataire de Services sur Actifs Numériques*) (« PSAN ») which was carrying out its activity before the French Act n° 2019-486 dated 22 May 2019, Keplerk benefits from a twelve-month period to be registered with the AMF, as from the publication of the implementation rules in the conditions defined in Article L. 54-10-3 of the FMC. If the registration is made with AMF, Keplerk shall have the status of PSAN and will as such be supervised by the AMF and, for the purpose of anti-money laundering and counter-terrorist financing rules, by the French *Autorité de contrôle prudentiel et de résolution* ("ACPR").
- Keplerk does not give any advice on the merits of the Transactions or Repurchase, does not communicate any trends, any analysis or market indicators relating to Crypto-actives, and cannot be held liable by the Clients in this respect.
- The Client shall read the risks identified at the following Internet address
<https://keplerk.com/en/risk-cryptocurrencies>
- Non-compliance with the warnings
 1. Keplerk has the right to refuse to execute a Transaction and/or a Repurchase in the following cases :
 - a. If the Client has not taken into account the aforementioned

warnings, or

- b. In case of a behavior considered as unreasonable by Keplerk by reason of the unit or aggregated amount of Transactions and/or Repurchases requested by the Client, especially with regard to the Client's revenues if these are known by Keplerk ;
2. The rights of Keplerk enumerated in paragraph 1. above do not constitute any undertaking of Keplerk to examine the compliance with the warnings by the Client, nor to examine, monitor, supervise or deem if a behavior of the Client is reasonable. The Client remains solely responsible of its investment choices.

5. THE PURCHASE OF CRYPTO-ACTIVES BY THE CLIENT

5.1 Keplerk may apply daily, weekly or monthly limits to Transactions after informing the Client. These limits are accessible via the hypertext link: <https://keplerk.com/en/fees-and-limits> For further information, the Client may contact Keplerk Customer Service by email.

5.2 The Transaction offers presented on the Keplerk Platform are valid, in the absence of any indication of a specific duration, within the limits of the Crypto-active stocks available.

5.3 Before any purchase of Crypto-actives, the Client must create a Customer Area and successfully complete the validation procedure to be able to benefit from a Validated Customer Area. Until the Customer Area is validated, the Client may not carry out any Transactions.

5.4 The Client may use different means of payment to pay for his crypto-assets to Keplerk:

- The Client may pay in electronic money by means of the Ticket Paper « Keplerk by Moneyclitic » under the conditions defined in the ATCT.
- The Client may pay by wire transfer under the conditions defined in the CPAW

5.5 The purchase of Crypto-actives is irrevocable as from the confirmation of the Transaction in accordance with the GTC and the ATC.

5.6 The reference market price of the Crypto-active used as a reference for the Transaction is indicated to the Client in accordance with article 10 of the GTC and in accordance with the ATC.

5.7 The Crypto-active purchase order issued at the time of confirmation of the Transaction by the Client, entails the fixing of the price of the Crypto-active.

6. QUANTITY OF CRYPTO-ACTIF ACQUIRED

6.1 The quantity of Crypto-active acquired as consideration for the amount paid by means of the Ticket is determined by applying the reference price of the Crypto-active communicated to the Client and the Transaction Fees or other Fees applied by Keplerk.

6.2 Transaction Fees and other Fees are deducted from the nominal amount of the Ticket as provided for in Article 11 of the GTC and in the

ATC.

6.3 The minimum Transaction amount is indicated on the Website at the following address: <https://keplerk.com/>

6.4 As soon as the Transaction resulting in the execution of an irrevocable payment to Keplerk is confirmed, the purchased Crypto-Actives are transferred to Your Crypto-Wallet.

7. DELIVERY OF PURCHASED CRYPTO-ACTIVES

7.1 The Crypto-actives are delivered on the Crypto-Wallet indicated by the Buyer.

7.2 You may transfer the acquired Crypto-Actives to your Crypto-Wallet KEPLERK or to any other third party Crypto-Wallet that You own and for which Keplerk declines any responsibility.

7.3 The transfer to the Crypto-Wallet KEPLERK is carried out in accordance with the general conditions of use of the Crypto-Wallet KEPLERK which are accessible via the following hypertext link : <https://www.keplerk.com/en/terms-of-sales-wallet>.

7.4 The Crypto-actives will be delivered to your Crypto-Wallet as soon as the Transaction is registered on the blockchain. The registration on the blockchain is determined by the global balance between the supply of computing power and the demand for registration on the blockchain. Keplerk is not responsible for delivery times, and in particular for the registration time of the Transaction on the blockchain. The registration period on the blockchain can take from a few hours to several days or even several weeks.

7.5 You will only be able to use your Crypto-actives after this registration on the blockchain allowing delivery on your Crypto-Wallet.

7.6 Except in cases of Force Majeure, any delivery period exceeding thirty (30) days may result in the Transaction being terminated at the Consumer's request.

7.7 The Consumer may request resolution by registered letter with acknowledgement of receipt or in writing in another durable medium (e. g. by sending an e-mail), if, after having previously requested Keplerk (according to the same procedures) to deliver the Crypto-actives within an additional fifteen (15) days, the Consumer has still not received the Crypto-actives.

7.8 In the event of a request for resolution of the Transaction, Keplerk shall reimburse the Consumer for all amounts paid, at the latest within fourteen (14) days following the date of the resolution.

7.9 You can obtain information on the delivery time from Keplerk at any time by contacting Customer Service or on the Keplerk Platform via the hypertext link: <https://keplerk.com/en/contact>.

7.10 You will only be able to use your Crypto-actives after they have been registered on the blockchain and made available in your Crypto-Wallet.

8. OPENING OF A CUSTOMER AREA

8.1 The Customer Area opened by any Client is strictly personal and is created for the exclusive use of the Client. The Client registers in accordance with the procedure provided by Keplerk.

8.2 Keplerk verifies by sending an SMS to the telephone number provided by the Client at the time of registration.

8.3 Access to the Customer Area is secured by login credentials that You must keep secret. Sharing your login details with third parties will, upon decision of Keplerk, result in the suspension or permanent closure of your Customer Area. The Client is solely responsible for any damage suffered as a result of the disclosure of its login details. As soon as you become aware of a disclosure (or risk of disclosure) of your login credentials, You must immediately notify Keplerk, who may block your Customer Area. To reactivate your Customer Area, you will need to contact Keplerk Customer Service.

8.4 Keplerk reserves the right to suspend a Customer Area, a Transaction or a repayment by transfer to your bank account, in the event of suspicion, attempt or occurrence of money laundering or terrorism financing, illegal use, fraud or other criminal offence for which you are responsible or a third person is responsible, or if it appears that the information provided for the validation of the Customer Area are false, incomplete or inaccurate, in accordance with these GTC or the General Terms and Conditions of Use of the Platform accessible via the following hypertext link : <https://keplerk.com/en/terms-of-sales>.

9. OPENING OF A CUSTOMER AREA

9.1 The validation of the Customer Area requires, in particular, that You provide the following information and documents:

- Your first and last name ;
- Your gender (male or female) ;
- Your Nationality ;

- Your date of birth;
- Your valid email address;
- Your postal address;
- Your mobile phone number;
- Your valid identity document (front and back) (for example: National identity card of France or another European Union country, European passport).

9.2 You must also have a functional video camera that allows you to perform the video verification required for the validation of the Customer Area.

9.3 Additional information and supporting documents may also be requested from You at any time, such as, for example: references of your Bank Account, additional supporting documents concerning identity, resources or origin of funds.

9.4 These information and documents are provided by the Customer on the Customer Area. Once the information and documents have been verified, Keplerk validates the Customer Area.

9.5 From a Validated Customer Area, You can in particular:

- Buy Crypto-actives from Keplerk;
- Indicate on which Crypto-Wallet your Crypto-actives purchased from Keplerk should be transferred (except in the cases defined in the ATCW);

- Store your Crypto-actives in the KEPLERK Crypto-Wallet in accordance with the Terms and Conditions of the Crypto-Wallet KEPLERK available at the following link :
<https://www.keplerk.com/en/terms-of-sales-wallet>
- Resell your Crypto-actives to Keplerk, when this option is available to you on the Keplerk Platform.

10. PRICE VALUE OF THE CRYPTO-ACTIVES

10.1 Crypto-active market prices are indicated on the Keplerk Platform in euros excluding taxes. The methods for calculating the price of Crypto-actives are available on the Keplerk Platform at the following address
<https://keplerk.com/en/fees-and-limits>.

10.2 The price of the Crypto-active is set by Keplerk at the time of the Transaction or Repurchase of the Crypto-active, in accordance with Articles 4.3.6 et 5.7 for Transactions and Article 14 for Repurchases, and is communicated to the Client.

11. KEPLERK'S APPLIED FEES

11.1 Transaction Fees: Keplerk applies Transfer Fees that are included in the purchase price of the Crypto-actives. The Transfer Fees are calculated in euros and are a percentage of the amount of the Transfer.

11.2 Other Fees : other Fees may apply as defined in the ATC.

11.3 Repurchase Fees: Keplerk also collects Fees when repurchasing Crypto-Active from its Customers. These Fees are deducted from the Crypto-Active Repurchase Price. Fees are calculated in euros and represent a percentage of the amount of the Repurchase transaction.

11.4 The methods for calculating the Fees are communicated to the Client on the Keplerk Platform. The Client is informed of the amount of the Fees prior to the confirmation of the Repurchase or Transfer operation. These Fees may be amended but stay communicated on the Keplerk Platform at the following address: <https://keplerk.com/en/fees-and-limits>.

11.5 The amount of Fees collected on a Transaction or Repurchase may depend on the history of transactions carried out by the same Client, as well as on commercial offers made by Keplerk. The Buyer is informed of these conditions prior to his purchase.

12. ABSENCE OF WITHDRAWAL RIGHTS

12.1 Transfers and Repurchase of Crypto-actives do not give rise to a right of withdrawal for the Consumer in accordance with the provisions of Article L. 221-28 of the French Consumer Code because the right of withdrawal cannot be exercised :

- in the context of the supply of goods or services whose price depends on fluctuations on the financial market beyond the control of the expert and likely to occur during the withdrawal period; and in particular due to the volatility and instability of the prices applicable to Crypto-actives ;
- in the context of agreements relating to the supply of digital content not provided on a physical medium, the execution of which has begun at the prior and express request of the Consumer and subject to his express prior waiver of the right of withdrawal; in particular, the fact that the Crypto-active is not provided on a physical medium and that there is a beginning of execution.

12.2 AS A RESULT, BY CONCLUDING THE GTC, THE CONSUMER DOES NOT HAVE A RIGHT OF WITHDRAWAL, EXCEPT IN SPECIFIC CASES UNDER THE ATC.

12.3 In addition to the provisions set out in these GTC, the Consumer is informed of his or her lack of right of withdrawal when concluding the GTC and confirming Transactions and Repurchase Operations on the Keplerk Platform by the following statement: «You acknowledge that the right of withdrawal set out in the Consumer Code does not apply to the transaction you are about to undertake. Therefore, once you validate the transaction, you will no longer be able to reverse your decision. The process is therefore irreversible».

13. MEANS OF PAYMENT

13.1 Transaction payment: The sale price of cryptocurrencies is paid in cash by the Client on the Keplerk digital platform. Payment is made with a mean of payment defined in Article 5.4 of the GTC.

13.2 Repurchase payment: The sale price of the cryptocurrencies repurchase is paid in cash by Keplerk by transfer to the Seller's bank account.

14. REPURCHASE OF CRYPTOCURRENCIES BY KEPLERK

14.1 The Repurchase option is available on the Keplerk digital platform within the time and quantity limits, if any, specified by Keplerk. These limits are directly available at the following address: <https://keplerk.com/en/fees-and-limits> For further information, the Customer may contact Keplerk Customer Service by email.

14.2 Keplerk may offer the Repurchase of crypto-assets to its Customers. This service is available on the Keplerk digital platform in the Validated Customer Area. Customers have access to an interface allowing them to select the quantity of cryptocurrency to sell.

14.3 Keplerk indicates to the Customer the proposed Repurchase Price for the selected cryptocurrencies. The repurchase price is determined by applying the reference price of the cryptocurrency as provided for in Article 10 less the repurchase costs retained by Keplerk in accordance with the article 11 of the General Terms and Conditions.

14.4 If You wish to accept Keplerk's repurchase offer, you must do it as a seller, and:

- You must have a validated «Customer account» ;
- You have to hold your cryptocurrencies on a KEPLERK's Crypto-Wallet. (cryptocurrencies stored on a third party Crypto-Wallet are not eligible for Keplerk's Repurchase offer) ;
- Request a Repurchase for an amount between 50 and 2 500 euros ;
- You must have provided Keplerk with the details of a bank account (IBAN) opened in your name (as registered in the Customer Area) with a payment service provider established in a state member of the European Union or a State party to the Agreement on the European Economic Area.

14.5 Procedure for the Repurchase of cryptocurrency material stored on a Crypto-Wallet KEPLERK

15.5.1 The Seller must connect to his Validated Customer Area and enter (or check) the details of his bank account;

15.5.2 The Seller selects the option to sell cryptocurrencies:

- If the Repurchase service is available, you will then have to enter the quantity of cryptocurrencies you wish to resell to Keplerk;
- If the Repurchase Service is not available, You are informed by a message displayed on the Keplerk platform indicating that the Repurchase Service is suspended.

15.5.3 When the Repurchase is available, You are informed of the amount proposed by Keplerk for the Repurchase of the quantity of cryptocurrencies mentioned and the Repurchase Fees applied.

15.5.4 If the Repurchase Terms are acceptable to You, You must then confirm the request to execute the Repurchase Transaction.

15.5.5 You must transfer the cryptocurrency sold from your KEPLERK Crypto-Wallet to the Keplerk Crypto-Wallet whose address is communicated to you on the Keplerk digital platform. The cryptocurrency will be delivered on the Crypto-Wallet of Keplerk as soon as the Repurchase is registered on the blockchain. The registration on the blockchain is determined by the global balance between the supply of computing power and the demand for registration in the blockchain. Keplerk is not responsible for delivery times, and in particular for the time taken to register the Repurchase on the blockchain. The registration period in the blockchain can take from a few hours to several days or even weeks.

15.5.6 You may at any time inquire about the delivery time with Keplerk by contacting Customer Service.

15.5.7 As soon as Keplerk is able to verify that You have actually initiated the transfer to Keplerk's Crypto-Wallet or that the Repurchase Transaction has been recorded on the Blockchain, the Repurchase Transaction becomes irrevocable.

15.5.8 Keplerk shall transfer the amount agreed for the Repurchase to the Seller's payment account within five (5) business days of the verification of the reality of the transfer as indicated in the previous paragraph. The Client may request that the agreed amount for the Repurchase be transferred in E-Ticket which the Client may use to buy Crypto-actives rather than paid by wire transfer on its bank account.

15.5.9 Keplerk cannot be held responsible for any error in the Customer's information, particularly in the details of his bank account or the details of Keplerk's Crypto-Wallet.

15.5.10 The Repurchase is under the condition of compliance of the transaction with anti-money laundering and terrorism financing rules which apply to Keplerk. Complementary information may be required to the Client to this end, and the absence of response or non-compliance with these rules may lead to a rejection of the Repurchase. A Repurchase which is subject to a rejection may not cause any payment on the bank account of the Client.

15.5.11 If a rejected Repurchase has already been registered on the blockchain, Keplerk will not be able to pay back the Crypto-actives and will pay back the Client in a E-Ticket of an equivalent amount of the rejected Repurchase.

15. APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

15.2 The GTC and ATC are made available to you on the Keplerk's digital platform where they can be directly consulted at the following address: <https://www.keplerk.com/en/terms-of-sales-wallet> or within your Customer Area.

15.3 The GTC and ATC may also be communicated in writing or on a durable medium by simple request from the Customer to Customer Service by telephone or e-mail.

15.4 You must accept the GTC and ATC when opening a Customer Area and before executing a Repurchase, in order to be informed of the provisions in force.

15.5 You are also advised to download and/or print them and keep a copy on a

durable medium, notwithstanding the archiving rules implemented by Keplerk.

16. MODIFICATION OF THE GTC AND ATC

15.6 Keplerk reserves the right to modify the GTC and ATC at any time.

15.7 In the event of a modification of the General Terms and Conditions and ATC, the General Terms and Conditions and ATC applicable to the Customer shall be those in force on the date of the Transaction or the Repurchase.

17. LIABILITY AND EXEMPTION OF LIABILITY

15.8 Keplerk cannot be held liable in the event of non-performance or improper performance of the GTC and ATC due to the Customer's fault, the fault of a third party or an event of Force Majeure.

15.9 Keplerk cannot be held responsible:

- of a defect in the Customer's means of payment and/or the payment system attributable to the Customer and/or the supplier of the means of payment used by Keplerk ;
- of the durability and reliability of decentralized computer systems governing cryptocurrencies;
- of the stability of cryptocurrencies prices, due to their high volatility;
- of the loss or delay in delivery of cryptocurrencies due to the customer due to computer and technical systems, in any manner whatsoever, and in particular, due to technical and/or security failures, whatever they may be, including pirating, hacking or failure of the customer's or third parties' information system any failure of the Customer's Crypto-Wallet held with third parties. Keplerk shall not be held responsible in case of loss or robbery of Crypto-actives and/or of any medium containing them such as for example USB keys or hard disks ;
- of the Customer's negligence regarding the conservation of the identification elements of his Customer Area and/or his Crypto-Wallet KEPLERK;
- of any failure of the Customer's Crypto-Wallet held with third parties;
- of the reimbursement of cryptocurrencies (or their counterpart in legal tender), in the event of loss of cryptocurrencies by the Customer, for any

reason whatsoever and in particular, without this list being exhaustive, due to the piracy of the Customer's personal data by any means whatsoever, technical malfunctions of the network of a cryptocurrency for any reason whatsoever, the loss of the computer support containing them, such as hard disks, ledgers, tablets, smartphones, burglary, theft, extortion, violence, fraud or any other criminal offence contributing to the loss of cryptocurrencies.

18. INTELLECTUAL PROPERTY

15.10 No intellectual property rights relating to the use of the Ticket, of the E-Ticket and the Customer Area are transferred to the Customer under these GTC and ATC.

15.11 The elements reproduced on the Keplerk digital platform consist in particular of photographs, visuals, texts, drawings, logos and images, which are the exclusive property of Keplerk and which are protected by copyright, trademark law and/or patent law.

15.12 Any reproduction and/or distribution of these elements, without the prior written consent of Keplerk, exposes the offenders to legal proceedings.

19. PERSONAL DATA

15.13 In the context of providing the cryptocurrencies storage service and the processing of its Customers' personal data, Keplerk undertakes to comply with the regulations on the protection of personal data, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data

and on the free movement of such data ("RGPD") and Law No 78_17 of 6 January 1978 on data processing, files and freedoms, amended on 20 June 2018 (hereinafter the applicable "Regulation"). For more information, a data protection policy is available at <https://keplerk.com/en/legal-notice>

15.14 Purposes of the processing operation

20.2.1 The purpose of the processing of personal data is :

- in compliance with any applicable legal or regulatory provisions, in particular those relating to the prevention of money laundering and terrorist financing,
- to insure treatment/management and archiving of Transfer and Repurchase operations ;
- the control and prevention of incidents and irregularities (fight against fraud and any other type of abuse) ;
- commercial customer management ;
- the processing of the Customer's requests; and
- service quality control on the Keplerk Platform.

20.2.2 The Customer is informed that his personal data may be recorded in one or more files in compliance with the applicable regulations and agrees that personal data may be recorded and processed in accordance with the purposes previously stated.

20.2.3 For security reasons and for evidentiary purposes, after the closure of the Customer Area, Keplerk will keep the Customer's personal data for a period of five (5) years, as well as the history of events and transactions related to his account (and in particular Transfers and Redemptions).

20.3 Communication of collected data to recipients

20.3.1 The Customer agrees that personal data strictly necessary for at least one of the purposes mentioned above or as required by applicable regulations, may be communicated by Keplerk to its employees, subcontractors and outsourced service providers whose intervention is necessary.

20.3.2 The Customer is informed that the communication of his personal information to the above-mentioned persons may be made in accordance with the conditions previously defined, to another country of the European Union or the European Economic Area.

20.4 Rights of individuals exercise

20.4.1 The Customer has a right of access to personal data concerning him/her. You are informed that You may consult at any time in your Customer Area, the information you have provided to Keplerk, provided that this right of access does not affect the purpose of combating money laundering and terrorist financing.

20.4.2 You have the right to obtain the rectification of inaccurate data concerning You.

20.4.3 Keplerk refrains from processing Customer information for the purposes of commercial prospecting, advertising or direct marketing, relating to services or products or services promoted by itself.

20.4.4 The rights of opposition, access and rectification, limitation, portability and deletion as well as the right to define guidelines after his death can be exercised free of charge upon request to Keplerk by e-mail to Customer Service or by post to the following address: 17 Chaussée de La Muette 75016 Paris. In the event of non-compliance with its rights by Keplerk. You can appeal to the Commission Nationale de l'Informatique et des Libertés (CNIL).

16. FIGHT AGAINST MONEY LAUNDERING AND FUNDING OF TERRORISM

16.1 Keplerk is subject to French regulations relating to the fight against money laundering and terrorist financing

16.2 In particular, Keplerk must identify and verify the identity of its Customers and, where applicable, the beneficial owner of the Customer Area and/or operations related to it.

16.3 The Customer acknowledges that Keplerk may at any time terminate or postpone access to the cryptocurrencies purchase or sale service as well as Repurchase transactions. The Client also acknowledges that Keplerk may refuse to perform a Transaction and/or Repurchase (i) if the information provided by the Client to verify its identity and for other « Know-Your-Customer » purposes are false or incomplete, or (ii) in case of suspicion, attempt, or facts of fraud, money laundering or terrorism financing or any other criminal offence.

17. EVIDENCE

17.1 The archiving of communications, and in particular of any history of Transfers and Repurchase carried out, is carried out on a reliable and durable medium in accordance with Article 1379 of the french Civil Code.

17.2 These communications, and in particular any history of the Transfers and Repurchase made and, in general, any Keplerk computer document, shall have evidential value between the Parties.

17.3 In addition, Transfers and Repurchase are recorded on the blockchain, in accordance with the protocol provided for the cryptocurrency concerned.

18. CUSTOMER SERVICE

18.1 For any questions regarding the application of these General Terms and Conditions and the ATC and the operating procedures of the KEPLERK Crypto-Wallet, the Customer may contact Keplerk's Customer Service.

19. ADDITIONNAL CLAUSES

19.1 The nullity of a non-substantial contractual clause does not entail the nullity of the GTC or ATC.

19.2 Only the GTC and the ATC shall prove the contractual links between the parties in case of litigation.

19.3 The fact for Keplerk not to avail of one or more clauses of the GSC can not claim waiver of its clauses and other clauses of the GSC that would continue to have effect.

20. ADDITIONAL CLAUSES

20.1 The Customer may terminate these GTC and ATC at any time and without notice by contacting the client services by email or registered letter with acknowledgment of receipt.

20.2 Keplerk may terminate these GTC and the ATC in the event of a justified suspicion of the identity declared by the Client or in the event of non-performance of any of the obligations imposed on the Customer under these GTC and the ATC (in particular in the event that the Customer does not provide the information and identification documents in accordance with these GTC and the ATC).

20.3 The termination of the GTC and the ATC by the Customer shall cause the closing of the Customer Area.

21. CONTRACT LANGUAGE

21.1 The GTC and the ATC and all contractual information mentioned on the Keplerk digital platform are written in French and English and can be translated into other languages.

21.2 In the event of any discrepancy between the French version and the translations, it is agreed that the French version shall prevail.

22. MEDIATION

22.1 Keplerk informs the Customer that he has the right to refer the matter to the mediator of the AMF whose contact details are given below: 17, place de la Bourse – 75082 Paris Cedex 02 – France Tél. : 01 53 45 60 00 – Fax : 01 53 45 61 00 ;, accessible à l'adresse suivante : <https://www.amf-france.org/fr/le-mediateur-de-lamf/votre-dossier-de-mediation/vous-voulez-deposer-une-demande->

de-mediation

22.2 The Customer has the possibility to contact the mediator directly online at the address indicated above, in particular by returning the duly completed form for submitting a complaint to the mediator.

22.3 The acknowledged Customer's right to use an out-of-court settlement service for consumer disputes by referring the matter to a mediator does not prevent him/her from addressing any complaint in advance to Keplerk's Customer Service.

23. COMPETENTS COURTS

Notwithstanding the foregoing, and in accordance with the provisions of Article R. 631-3 of the Consumer Code reproduced below, the Customer, provided that he is a Consumer, has several options: «The consumer may, at his choice, bring proceedings before the court of the place where he resided at the time the contract was concluded or the harmful event occurred: «The consumer may, at his choice, bring an action before the court of the place where he resided at the time of conclusion of the contract or the occurrence of the harmful event, in addition to one of the courts having territorial jurisdiction under the Code of Civil Procedure».

24. APPLICABLE LEGISLATION

The GTC and ATC are governed and subject to French law. In the event of a dispute, an amicable solution will be sought before any legal action.

SCHEDULE I

ADDITIONAL TERMS AND CONDITIONS OF SALE OF CRYPTO-ACTIVES BY TICKET OF ELECTRONIC MONEY

PREAMBLE

These Additional Terms and Conditions of Sale of Crypto-actives by ticket of electronic money (« ATCT ») shall complete the GTC.

1. DEFINITIONS

Capitalized terms not defined in this Article shall have the meaning ascribed to them in the GTC.

Whether singular or plural, capitalized terms used in these ATCT shall have the following meanings :

« **Buyer** »: refers to a Customer who has decided to acquire Crypto-assets in exchange for funds denominated in Electronic Money issued by an electronic money issuing institution and having a Validated Area.

« **Ticket Code** »: refers to a code in the form of an alphanumeric sequence or QR code, written on the Ticket.

« **Distributor** »: refers to the point(s) of sale of the distribution networks chosen by the Issuer to sell «Keplerk by Moneyclic» Electronic Money Tickets to Customers. The list of Ticket Distributors is accessible via the following hypertext link:
<https://keplerk.com/en/store-locator>.

« **Issuer** »: refers to the electronic money institution, CFS-Zipp Limited or any other electronic money institution authorised to offer its services in France and with which Keplerk has concluded a commercial contract. CFS-Zipp Limited is an English company whose registered office is located at 790 Uxbridge Road, Hayes Middlesex, UB4 ORS, United Kingdom, it is registered under number 03925386 with a European passport to issue electronic money in France, and with which Keplerk has concluded a CFS-Zipp merchant agreement.

« **Flash Ticket** »: refers to the electronic Ticket delivered to the Distributor and assigned by the latter, at the Buyer's request, to the Buyer's Customer Area. The E-ticket allows the Buyer to make his Crypto-active purchase from Keplerk via the Keplerk Platform .

« **Electronic Money** » : refers to the electronic money issued by the Issuer and accepted by Keplerk to buy Crypto-actives.

« **Ticket** » : refers to the ticket of Electronic Money « Keplerk by Moneyclic » of a unit value of 50, 100 or 150 euros. The Ticket and Electronic Money are issued by the Issuer. The Distributor is in charge of the distribution of the Tickets. The terms and conditions of use of the Ticket are available here:<<https://moneyclic.com/terms-et-conditions>>. The term Ticket can refer to either Paper Ticket or Flash Ticket.

« **Ticket Papier** » : refers to the Ticket transferred to the Client in a paper form sous by the Distributor. The Paper Ticket allows the Client to buy Crypto-actives from Keplerk.

2. PURPOSE

2.1 These ATCT shall complete and specify the terms and conditions applicable to the purchase of Crypto-actives paid to Keplerk by Ticket in Electronic Money (Paper Ticket or Flash Ticket) commercialized through the name « KEPLERK by Moneycllic ».

2.2 The Electronic Money cannot be used to execute a Transaction if the Client does not have a Validated Customer Area in accordance with the GTC.

2.3 In case of a discrepancy between the GTC and these ATCT, these ATCT shall prevail.

3. PURCHASE OF CRYPTO-ACTIVES BY TICKET OF ELECTRONIC MONEY

The provisions of this Article shall complete Article 5.4 of the GTC.

The purchase of Crypto-actives is made through the Keplerk Platform, for amounts of 50, 100 or 150 euros, and depending on the amount of the Ticket used as a mean of payment. The Ticket cannot be used for fractioned payments and all the balance of the Ticket must be used as a payment in each Transaction. The amount of the Tickets may vary depending on the country of sale ; please consult our website for more information.

Two different methods of payment by Ticket are proposed to the Client: (i) either, after the purchase, the entry of the Ticket Code or the scan of the barcode of the Paper Ticket transferred to the Client by the Distributor ; (ii) or, at the purchase to the Distributor, the direct assignment of the Flash Ticket to the Validated Customer Area of the Purchaser.

3.1 Option 1: The purchase of Crypto-actives by entering the Code or scanning the Paper Ticket given to the Buyer :

- You must go to a Distributor and buy an Electronic Money Paper Ticket 'Keplerk by Moneycllic';
- Once your payment has been made, the Distributor will give you your Paper Ticket containing an alphanumeric code and a QR Code.
- Equipped with your Paper Ticket, you must connect to your Validated Customer Area accessible on the Keplerk Platform and enter the Ticket Code, manually or by scanning the QR code. (If You do not have a Validated Customer Area, You must first satisfy the procedure described in article 8 of the GTC) ;
- You must designate the Crypto-Wallet to which You want the Crypto-active to be transferred. Otherwise the Crypto-actives will be transferred to your Crypto-Wallet KEPLERK ;
- Finally, You must select the 'confirm and Pay' box. This action results in (i) the use of the total amount of Electronic Money in the Ticket for the Transaction and (ii) the confirmation of your purchase of Crypto-actives.

3.2 Option 2: The purchase of Crypto-actives by directly assigning the E-Ticket to your Validated Customer Area at the Distributor's premises :

- You must go to a Distributor and ask to buy an E-Ticket, specifying that you wish to assign it directly to your Validated Customer Area;
- Equipped with your phone (or other terminal) on which the Keplerk application is installed,
- You select the 'Direct Bitcoin' service
- You are informed of the conditions for completing the purchase of Crypto-actives and the market price applied.
- You confirm your wish to proceed with the purchase of Crypto-actives by clicking 'Confirm and Pay' (If You do not confirm the direct purchase of Crypto-actives in the application, the entire operation is cancelled),
- After confirming the purchase of Crypto-actives, the QR code of your Validated Customer Area is displayed on your phone (or other terminal),
- You must present the Distributor with the QR code of your Validated Customer Area;
- Once the QR code of the Validated Customer Area has been scanned by the Distributor,
- The Distributor gives you a paper receipt ticket for the Transaction.

4. RENUNCIATION OF THE CLIENT

4.1 For the application of Article 5.5 of the GTC regarding the irrevocability of the order of payment as from confirmation of the Transaction, You are informed that the use as a payment of the Ticket constitutes the confirmation of payment of the Transaction which then becomes irrevocable.

4.2 The use of the Ticket is the operation through which the Client gives the order to transfer the total amount of Electronic Money of the Ticket to Keplerk as a payment of the sale of Crypto-actives.

4.3 When using the Ticket as a payment of the Transaction, the Client renounces to its right of withdrawal in accordance with the terms of Article 12 of the GTC.

5. THE TICKET « KEPLERK BY MONEYCLIC »

5.1 The Ticket represents a receivable in Electronic Money of 50, 100 or 150 € for France. The amount of the Tickets may vary depending on the country of sale; for more information please consult our website.

5.2 The Ticket « Keplerk by Moneyclik » may only be used on the Validated Customer Area to buy Crypto-actives by payment in Electronic Money.

5.3 The conditions of sale, use, validity and reimbursement of the Ticket are governed by the general terms and conditions agreed between the Issuer and the Client, accessible at : <https://keplerk.com/en/terms-of-sales>

6. FEES AND LIMITS

These Fees and Limits may be amended but stay accessible on the Keplerk Platform and at each Transaction, are available at : <https://keplerk.com/en/fees-and-limits>.

6.1 Transaction Fees

Keplerk applies Transaction Fees specific to the purchase of Crypto-actives by Ticket :

- 7,5% for a Ticket or Flash Ticket of a value of 50€
- 7,5% for a Ticket or Flash Ticket of a value of 100€
- 7,5% for a Ticket or Flash Ticket of a value of 150€

6.2 Limits

Keplerk applies the following limits for the purchase of Crypto-actives by Ticket :

- 2 500 € per day
- 10 000€ per month.

7. LIABILITY AND EXEMPTION OF LIABILITY

7.1 The provisions of Article 17 of GTC fully apply in addition to the provisions of this Article.

7.2 Keplerk cannot be held liable in the event of non-performance or improper performance of the GTC and ATC due to the Customer's fault, the fault of a third party (including the bank of the Client and the Issuer) or an event of Force Majeure.

7.3 Keplerk cannot be held liable of the absence of compatibility of the hardware and software equipment of the Client with the Keplerk Platform.

SCHEDULE II

ADDITIONAL TERMS AND CONDITIONS OF SALE OF CRYPTO-ACTIVES BY WIRE TRANSFER

PREAMBLE

These Additional Terms and Conditions of Sale of Crypto-actives by wire transfer (« ATCW ») shall complete the GTC.

1. OBJET

1.1 These ATCT shall complete and specify the terms and conditions applicable to the purchase of Crypto-actives paid to Keplerk by wire transfer.

1.2 The funds received by Keplerk by wire transfer cannot be used to execute a Transaction if the Client does not have a Validated Customer Area in accordance with the GTC.

1.3 In case of a discrepancy between the GTC and these ATCW, these ATCW shall prevail.

2. PURCHASE OF CRYPTO-ACTIVES BY WIRE TRANSFER

The provisions of this Article shall complete Article 5.4 of the GTC.

The purchase of Crypto-actives is made on the Keplerk Platform. The E-Ticket cannot be used for fractioned payments and all its amount, less any Fees as the case may be, must be used as a payment at each Transaction.

2.1 Request of purchase by wire transfer

2.1.1 In order to buy Crypto-actives by wire transfer, You undertake to connect to your Validated Customer Area in accordance with the GTC.

2.1.2 You must fill in or check the details of your Bank Account, which shall mandatorily at the same first name and last name of the ones registered in your Validated Customer Area.

2.1.3 You must then on your Customer Area:

- select the tab relating to the purchase of Crypto-actives by wire transfer;
- Indicate the information on the Bank Account which will be debited : IBAN, BIC and the name of the bank ;
- Accept the GTC and the ATC;
- Validate your request of purchase by wire transfer.

2.1.4 Once the request has been validated, a page shall appear, indicating :

- The reference of the request of purchase by wire transfer which you must indicate in the purpose of your wire transfer;
- The Fees applied by Keplerk;
- The bank details of the Keplerk account which shall receive the wire transfer;

2.1.5 The aforementioned information shall be indicated in the validation email sent to the Client.

2.2 Performance of the wire transfer from your Bank Account

2.2.1 After taking knowledge of the validation email from Keplerk, You must execute a wire transfer to Keplerk from your Bank Account, which has been designated as such in your Validated Customer Area. You must indicate the following information in your wire transfer :

- the beneficiary which shall be Keplerk and its bank account indicated in the bank details mentioned in the validation email.
- as the purpose of the wire transfer at your bank, the reference number of your request of purchase of Crypto-actives, which has been communicated to you in the validation email.

2.2.2 This wire transfer shall be made in accordance with the procedures established by your bank. You are informed that the transfer times by your bank can take several days. Keplerk shall not be held liable in case of a refusal of your request of wire transfer by your bank or in case of delays in the transfer of the funds, Keplerk having no impact thereon.

2.2.3 In addition, Keplerk shall not be held liable if the wire transfer has been made on another bank account than the one indicated by Keplerk in its email or if the reference of the request are not indicated in the purpose of the wire transfer. You must be particularly cautious when indicating the information to request the wire transfer to your bank.

2.3 The email confirming the reception of the wire transfer and the communication of the E-Ticket by Keplerk

2.3.1 Upon reception of the funds on Keplerk's bank account, Keplerk shall send to the email address specified in your Customer Area a confirmation email of reception of the funds including:

- The date and time of the request of purchase of Crypto-actives by wire transfer realized on the Keplerk Platform via the Validated Customer Area;
- The estimation of the amount of Crypto-actives (the applicable pricing shall be defined when You will confirm the execution of the Transaction by validating your E-Ticket) ;
- The reference of your request ;
- The mention of the Fees to be paid to Keplerk ;
- The date of reception of funds from the Client by Keplerk ;
- The E-Ticket ;
- A link to proceed to the validation of the E-Ticket ;
- The date of expiration of the E-Ticket ;
- The indication that the E-Ticket must be validated before the expiry of a 48-hour period following reception of the validation email;
- The mention that the Client, if this 48-hour period has expired, may request the reissue of the E-Ticket, subject to payment of Fees of reissuing with the amount of these Fees of reissuing;
- A description of the procedure to validate the E-Ticket by a video demonstration,
- A reminder that the sums received by wire transfer can be used in a 30-day period from reception of the email confirming reception of the wire transfer and that, if the Transaction has not been executed in this period, the Transaction shall be cancelled and the funds paid back to the Client, less applicable Fees, as the case may be.

2.4 The validation of Your E-Ticket to purchase Crypto-actives

In order to finalize your purchase, you must validate the E-Ticket through Keplerk, by inserting it in the dedicated page in Your Customer Area.

2.4.1 The E-Ticket is valid 48 hours as from the reception of the confirmation email and may be used for a unique transaction of purchase of Crypto-Actives through Keplerk.

2.4.2 The E-Ticket may be reissued for another duration of 48 hours following the sending of an email to the customer services, within the limit of 30 days as from the email confirming the reception of the wire transfer and the communication of the E-Ticket by Keplerk (article 2.3 of the ATCW). The request of reissuance by the Client shall indicate the reference of purchase and the E-Ticket. Keplerk will confirm the reissuing the new E-Ticket by sending an email to the Client.

2.4.3 As the case may be, reissuing Fees for the E-Ticket may be applied by Keplerk.

2.4.4 The sums received by wire transfer can be used by the Client within a 30-day period from the reception of the email confirming the reception of the funds and communication of the E-Ticket by Keplerk (article 2 of the ATCW) to perform the payment of the Transactions. If no E-Ticket has been validated during this period, Keplerk undertakes to pay back the funds received from the Client on the Bank Account origin of the funds, less applicable Fees.

2.4.5 As long as the E-Ticket has not been validated, Keplerk indicates in the Validated Customer Area, the amount of the sums it has received by wire transfer from the Client to pay Crypto-actives (less applicable Fees).

3. DEFINITION OF PRICING

3.1 In accordance with Article 5.7 of the GTC, the price of the Crypto-actives for the purchase by the Client is defined at the moment of the confirmation of the Transaction by the Client through validation of the E-Ticket.

3.2 As a consequence, Keplerk shall not be held liable in case of modification of the price intervened between (i) the email validating the request of purchase by the Client or (ii) the email confirming the wire transfer sent by Keplerk and the validation of the E-Ticket by the Client.

4. RENUNCIATION OF THE CLIENT

4.1 To apply Article 5.5 of the GTC regarding the irrevocability of the payment order from the confirmation of the Transaction, You are informed that the use as a payment (validation) of the E-Ticket constitutes a confirmation of payment of the Transaction which is therefore irrevocable. Once the confirmation Code has been validated, the Client renounces to its withdrawal right in accordance with Article 12 of the GTC.

4.2 The Client may renounce to the purchase of Crypto-actives as long as the E-Ticket has not been validated. The Client informs Keplerk by email to the customer services.

4.3 The renunciation may imply Fees of cancellation as provided for in Article 6.3 of the ATCW.

If the Client has not validated its E-Ticket in a 30-day period from the reception of the email confirming the reception of the wire transfer and the communication of the E-

Ticket by Keplerk (Article 2.3 of the ATCW), Keplerk proceeds to the reimbursement in the conditions defined in Article 2.4.4 of these ATCW.

5. TRANSFER OF CRYPTO-ACTIVES

5.1 The provisions of Article 7 of the GTC apply, except Article 7.2 of the GTC. These provisions are completed by the specific provisions defined hereafter.

5.2 The Crypto-actives bought by wire transfer are transferred on the Crypto-wallet KEPLERK, associated to the Client having proceeded to the wire transfer, the Client may designate another Crypto-wallet to receive the Crypto-actives. Keplerk will verify the following:

- The consistency between the reference of the request of purchase received by email et the one indicated in the purpose of the wire transfer ;
- The consistency between the amount declared at the request of purchase and the one received with the wire transfer of euros on Keplerk's bank account ;
- The consistency of the first name and last name of the Bank Account of the payer and the ones registered in the Validated Customer Area ;
- The consistency between the bank details of the payer and the details of the Bank Account registered in the Customer Area ;
- The place of the bank account of the payer in the European Economic Area.

5.3 In case of absence of consistency between one of the aforementioned elements, Keplerk may not accept the wire transfer which may be cancelled. The funds shall in this case be transferred on the payer Bank Account of the Client.

6. FEES

These Fees may be amended, subject to the prior information of the Consumer, and remain accessible on the Keplerk Platform and at each Transaction, available on the Keplerk Platform at the following adress : <https://keplerk.com/en/fees-and-limits>

6.1 Transaction Fees

Keplerk applies Transaction Fees which are specific to the purchase by wire transfer:

- for a purchase of less than 1 000 euros : 24,90 euros per transaction. This fixed sum represents the administrative cost of the Transaction.
- Between 1000 and 10 000 euros : 2,49%
- For any purchase superior to 10 000 euros : 3%

6.2 Fees for reissuing the E-Ticket

Keplerk shall apply reissuing Fees of the E-Ticket : 2,50 euros. These reissuance Fees shall apply each time a new reissuance is made by the Client, within the limit of a 30-day period from the email confirming the reception of the wire transfer and the communication of the E-Ticket by Keplerk (article 2.3 of the ATCW).

6.3 Cancellation Fees due to the Client's renunciation

The cancellation Fees are applied by Keplerk if the Client has informed Keplerk the it renounces to the purchase or has not validated its E-Ticket within a 30-day period after receiving the email of confirmation of reception of the wire transfer and the communication of the E-Ticket by Keplerk. It is reminded that this renunciation cannot occur once the E-Ticket has been validated by Keplerk.

Keplerk shall apply cancellation Fees due to the renunciation of the Client and which shall correspond to the management costs of Keplerk of an amount equal to 5 euros. These cancellation Fees may be amended with the prior information of the Consumer in the emails sent by Keplerk at the time of the request of purchase by the Client. These cancellation Fees remain available on the Keplerk Platform.

7. RESPONSABILITE ET EXONERATION DE RESPONSABILITE

7. LIABILITY AND EXEMPTION OF LIABILITY

7.1 The provisions of Article 17 of GTC fully apply in addition to the provisions of this Article.

7.2 Keplerk cannot be held liable in the event of non-performance or improper performance of the GTC and ATC due to the Customer's fault, the fault of a third party (including the bank of the Client and the Issuer) or an event of Force Majeure.

7.3 Keplerk cannot be held liable of:

- an error of the Client when indicating to its bank the bank account details for the request of wire transfer
- the refusal or delay by the bank of the Client when requesting the wire transfer
- the absence of consistency of the one of the elements mentioned in Article 5.2 of these ATCW
- the absence of compatibility of the hardware and software equipment of the Client with the Keplerk Platform
- the communication to a third party by the Client of the E-Ticket and/or the absence of security measures on the hardware or software equipment of the Client in order to ensure the security of the E-Ticket.