

GENERAL TERMS AND CONDITIONS

These terms and conditions (“General Terms”) apply to all business undertaken by Ixian Services LLC (“Ixian”) and we will take your continuing instructions in any matter as your acceptance of these General Terms. The General Terms together with any engagement letter which is in effect between you and us, if any, are together referred to as the “Retainer” and constitute the entire agreement between you and us hereby superseding any previous agreement between you and us. The General Terms will apply whether or not you have signed an engagement letter, although in the event of conflict between these General Terms and any engagement letter, the engagement letter shall prevail to the extent of any conflict.

Ixian is a brand new concept combining Law, Engineering and Management. Ixian is incorporated in Próspera ZEDE, Republic of Honduras, but is operating with a worldwide network of builders and pioneers in various jurisdictions. Ixian, at times, may therefore describe multiple partners providing services in several locations, and which may have a separate business from Ixian. All Ixian partners will have appropriate qualifications for the services they are performing, will maintain a conflict of interest policy and appropriate ethical standards, and they will not be performing services which are restricted in their jurisdiction.

The references in these General Terms to “Ixian”, “we” and “us” mean Ixian as the company incorporated in Próspera ZEDE, which is solely responsible for providing services to you under these General Terms. You will not be a client of an Ixian partner directly unless otherwise agreed with them.

1. Our Work

We aim to provide you with sound, practical and prompt advice and assistance in line with industry best practices, and will keep you informed of our progress. We cannot comply with any instructions which are unlawful, improper or unethical, but we will instead ask for clarifications to resolve any misunderstandings which may arise.

We reserve the right at our absolute discretion to allocate and reallocate work to such Ixian partners as we deem appropriate due to the nature of the matter, business requirements, or any staff absences.

We shall not be held liable for any delay or failure to fulfill our obligations to you as a result of causes beyond our reasonable control, including, but not limited to, fire, floods, hurricanes, tropical storms, acts of god, acts and regulations of any governmental or supranational authority, wars, riots, strikes, epidemics, etc. We will maintain appropriate business continuity plans in place and we will protect your data in accordance with our Privacy Policy.

Our advice may be linked to several jurisdictions, and we will refer to the appropriate Ixian partner or third party service provider whenever needed under mandatory requirements regarding the practice of law. Unless you expressly instruct us in writing to do so, we are under no obligation to advise, and accept no responsibility whatsoever for advising, in relation to subsequent changes in applicable rules.

2. Conflicts of Interest

To the extent we have actual knowledge of a conflict of interest preventing us from accepting your current or proposed instructions, we will immediately advise you, and only proceed with the matter if both parties agree and subject to these General Terms. It is a condition of the Retainer that you agree we may at any time represent former, existing or new clients in any matters that are not substantially related to any matter in which you have engaged us, even if such clients' interests are directly adverse to you or parties related to you. You agree to waive any conflict of interest that may arise in such situations. In particular, you specifically agree to waive any conflict of interest that may arise where both you and the other client(s) are or may be a creditor, debtor or other stakeholder in such matters. We shall not divulge to our other clients your identity or information that is confidential to you without your express consent and you will not require us to disclose to you the identity of our other clients or information that is confidential to them, without their express consent. In the event that your interests diverge from, or conflict with, the interests of another client we are representing in such a matter, we reserve the right to cease acting for you and/or for one or more of our other clients and continue acting for others at our discretion. You also agree to notify us promptly upon becoming aware of any conflict or potential conflict during the term of this Retainer.

3. Third Parties

We provide our services under the Retainer only for the benefit of the person(s), firm, company or other association or organization who is recorded as our client, and not for the benefit of any other person. We do not accept any responsibilities to any third parties.

4. Confidentiality

Any information which we obtain as a result of acting for you will be treated in an entirely confidential manner. Information shall not be deemed confidential: (i) if it is or becomes known other than by a breach of confidentiality by us; (ii) if it is required to be disclosed by law or regulation; or (iii) if it is disclosed to us by you on a preliminary basis but then we are not engaged by you. In addition, if confidential information is required by our or your auditors, or other service providers, we will communicate only if such information does not include privileged legal advice and such persons are bound to keep such information confidential. We may be required in certain circumstances to make reports to regulatory and law enforcement authorities, or to disclose documents or information or take other action, as a result of information received by us or matters which come to our attention during the course of our engagement. Where appropriate and permitted, we will advise you in advance of any action we may be required to take.

5. Data Protection

Your agreement to our Privacy Policy is part of these General Terms.

6. Record-keeping

We will retain records in electronic form only for five (5) years after a matter has been completed, and we shall have no liability for the loss, damage or destruction of any records unless we are specifically engaged by you to maintain your records. Please refer to our Privacy Policy for any personal data.

7. Limitations of Liability

You agree to take all reasonable, immediate and necessary steps to mitigate any loss and to notify us immediately of any claim, and that if you fail in either respect then we will have no liability. We hereby expressly exclude to the fullest extent permissible by law any liability which might otherwise be implied or incorporated herein by reason of statute or common law or otherwise. Our liability to you (and, where applicable, to any third party) shall not exceed the greater of: (i) the maximum amount which may be payable by our insurer in relation to any claim that you may make; or three times the fees you paid to us in the matter in question. This limit shall apply to any and all causes of action. Where you have causes of action against us and against any third parties, we shall only be liable to you for our share of the responsibility. In no circumstance shall we be liable for any indirect or consequential damages. Finally, we shall not be liable in any way for failure to perform our obligations if the failure is due to causes outside our reasonable control.

You agree to indemnify us for all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against us or which may be incurred or become payable by us in respect of or arising out of us acting for you, except in the case of our gross negligence, willful misconduct or fraud. No Ixian partner, member, employee, agent or associated company of ours shall bear any liability in respect of the services we provided to you, and your sole recourse shall be to pursue a claim against us under the General Terms.

Any opinion from an Ixian partner, member, employee, agent, or associated company reflects the opinion of the author based on the information available. As with any opinion, it shall not be construed or interpreted as guaranteeing that it will be shared or validated by any court or any other authority ruling or deciding on any of the issues addressed by the opinion, its interpretation or enforcement, nor guaranteeing the results of any challenge related to the same issues.

This Section 7 shall survive and remain in full force and effect notwithstanding any termination of the Retainer.

8. Communications

Communications over the internet cannot be guaranteed to be secure or error-free, and information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use. We will assume that the purported sender of a message is the actual sender, and that any express or implied approval or authority referred to in a message has been validly given. We each agree to use reasonable procedures to check for the most recently known viruses before sending information electronically, but we each recognise that such procedures cannot be a guarantee that transmissions will be virus-free. We shall each be responsible in respect to

electronic communications and shall inform the other party when irregularities are detected as soon as reasonably possible.

9. Termination

You may terminate the Retainer at any time upon notice to the Ixian partner or partners referenced in your engagement letter. No period of notice is necessary.

We also reserve the right, upon reasonable written notice, to terminate the Retainer, which shall not affect any accrued rights and liabilities and in particular our rights to any fees earned and expenses paid by us before the termination. In certain circumstances, we may be required to suspend or terminate the Retainer without giving any period of notice or reason for the termination. In our complete discretion, we reserve the right to decline to act further for any client.

10. Fees

You agree to pay for our services as per the terms of the engagement letter. We reserve the right to stop working in relation to any matter where we have any outstanding invoice(s). In the event that we do stop working on any matter on the basis of unpaid fees, we shall not be liable for any loss or damage which this may cause to you.

If we advance funds for you for expenses they will be added to our invoice. We are not obliged to apply any client fund or escrow account rules and we will not accept significant advance payments or retainers for this reason.

If we gave you an estimate budget based on billable rates instead of a fixed-fee arrangement, we will be entitled to recover from you our fees in full. In the event that the actual fees that are chargeable on a time and expertise basis exceed the estimate.

11. AML Requirements

For certain matters we may be subject to legal requirements which require us to report knowledge or suspicions of money laundering to the relevant authorities. In addition, it is an offence for us to prejudice any investigation by those authorities by "tipping-off" any person who may be the subject of suspicion, or any third party, that such a person is suspected of money laundering. We may be required by money laundering legislation and regulations to verify your identity and only accept instructions on the basis that you can properly identify yourself to us. If we do not receive or have sufficient evidence of identity and a proper explanation of the details and nature of a proposed transaction we will not be able to act or may have to terminate the Retainer.

Whatever our obligations, you represent and warrant that you are not a Sanctioned Person, or acting for, dealing with, or otherwise having connections with a Sanctioned Person, or operationally based or domiciled in a country or territory in relation to which current sanctions have been issued by a Sanctioning Authority. Where you are a legal person, this representation and warranty shall equally apply to your management and owners including any directors, officers, shareholders and ultimate beneficial owners or equivalent. For the purposes of this Section 11, "Sanctioned Person" shall mean any person, entity, body, or vessel designated by a Sanctioning Authority as such.

"Sanctioning Authority" shall mean the United Nations, European Union, United Kingdom, United States of America and any other applicable competent authority or government including without limitation the United Nations Security Council, European Union, United Kingdom Foreign and Commonwealth Office and United States Treasury Department's Office of Foreign Assets Control.

12. Governing Law and Arbitration.

Any dispute or claim arising out of or related to the Retainer or any related agreement amongst the parties, or breach or termination thereof, will be finally settled by binding arbitration in Próspera ZEDE, Honduras, pursuant to the Private Alternative Dispute Resolution Rules of the Prospera Arbitration Center ("PAC"), licensed under the laws of the State of Texas, USA, then in effect considered by a single PAC arbitrator with substantial experience in resolving commercial disputes. The parties will agree on a suitable arbitrator from PAC within ten (10) business days after the request for arbitration is notified to the defendant party; in case no agreement is reached, PAC will appoint the arbitrator. The arbitration will be conducted under the management of PAC. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will apply Próspera ZEDE's law to the merits of any dispute or claim, in accordance with this agreement, without reference to rules of conflict of law, and shall have the authority to award any and all available remedies. The Retainer's Governing Law is Próspera ZEDE's valid laws and regulations, in accordance with the provisions of the Retainer. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator. The arbitral proceedings and all pleadings and written evidence shall be in the English language. Any written evidence originally in a language other than English shall be submitted in English translation accompanied by the original or true copy thereof. The prevailing party will be entitled to receive from the non-prevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party when it is considered by the Arbitrator that the non-prevailing party presented frivolous claims or counterclaims, in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the Arbitrator to have prevailed on the major disputed issues.

13. Miscellaneous

In the General Terms:

- (i) the singular shall include the plural and vice versa and words importing any gender shall include all genders;
- (ii) words importing persons shall include companies or associations or bodies of persons whether corporate or unincorporated;
- (iii) reference to applicable laws or regulations shall be deemed to include any revisions, statutory modifications and re-enactments thereof for the time being in force;

If any provision of the Retainer or any agreement entered into pursuant hereto is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the

validity or enforceability in that jurisdiction of any other provision of this Retainer or such other agreement, or the validity or enforceability in other jurisdictions of that or any other provision of the Retainer or such other agreement.

The General Terms may be updated by us from time to time. Your continued use of our services following any such change shall be deemed and constitutes your acceptance of any amendments and you acknowledge and agree to be bound to the current version of the General Terms at all times.

The rights and remedies available to us under the applicable laws or these General Terms are without prejudice to any other rights or remedies available to us. Any failure by us to exercise or delay by us in exercising a right or remedy will not constitute a waiver of the right or remedy, or a waiver of other rights or remedies.