

SERVICES AGREEMENT

This Services Agreement (the “Services Agreement”) is by and between:

- A. _____ (the “**Buyer**”), a company/person registered in _____

(Company number (optional) _____) with its registered address at/or residing at _____.
- B. _____ (the “**Real Estate Agent**”), a company registered in _____ (Company number: _____) with its registered address at _____.
- C. _____ (the “**Escrow Agent**”), a company registered in _____

(Company number: _____) with its registered address at _____.
- D. _____ (the “**Solicitor**” or “**Real-Estate Attorney**”), a company registered in _____

(Company number: _____) having its registered address (or residing, at as the case may be) at _____.
- E. DMA LINK LIMITED (the “**Operator**” or “**DMALINK**”), a company registered in England & Wales (Company number:) with its registered address at 71-75 Shelton Street, Covent Garden, London, United Kingdom WC2H 9JQ.

(each a “**Party**”, and together the “**Parties**”)

WHEREAS

1. The Buyer wishes to acquire an immovable property at an agreed price between the buyer and the seller; and the Real-Estate Agent, Escrow Agent and Solicitor have, subject to separate agreements, agreed to provide certain services to the Buyer in relation with the acquisition of the property; and
2. The Parties of this Agreement acknowledge and agree that the DMALINK as an Operator of a Digital Asset and Foreign Exchange service offering, will provide Services (as defined in Clause 1) to the Parties.
3. As a regulated entity the Operator undertakes due diligence on the Buyer according to our CDD, AML, CFT procedures which are publicly accessible via our [online portal](#).

The Parties hereby agree as follows:

1 SERVICES

- 1.1 Each Party acknowledges and agrees that Services are subject to Conditions pursuant to Clause 2.

- 1.2 The Operator may enter into a Transaction with the Buyer, the Real-Estate Agent, Escrow Agent, and Solicitor for the exchange of an approved digital currency into a fiat currency for the Buyer.
- 1.3 The Buyer or the Real-Estate Agent on behalf of the Buyer will provide to the Operator, Standard Settlement Instructions according to which the Operator will make payments to each Party of this Agreement, and where permissible a third-party related to the Transaction.

2 CONDITIONS

- 2.1 All Transactions in connection with this Agreement will be carried out with a Unique Reference (as hereinunder defined). Services are subject to (a) the Buyer satisfying Customer Due Diligence (CDD), Anti-money Laundering (AML) and other requirements of the Operator.
- 2.2 Each Party acknowledges and agrees that the total amount of digital currency to be exchanged for each Party of this Agreement for the purpose of paragraph 1.2 will solely be paid by the Buyer to the Operator. It will be the sole responsibility of the Buyer to ensure that sufficient funds will result from Transaction to ensure that payments to each foregoing party can be made in full by the Operator. Transactions will settle after funds are received from the Buyer by the Operator.
- 2.3 Other than the Operator, each Party confirms that all Transactions will solely arise from the acquisition of an immovable property, and upon request by the Operator, each Party will make available any agreement and/or invoice as evidence of payments due by one Party to another.

3 REPRESENTATIONS & WARRANTIES

- 3.1 Each other Party represents, warrants and undertakes to the Operator that (a) it has full power and authority, as well as all necessary licenses, authorizations, consents and approvals to enter into these Terms; and (b) it will provide Operator with such information as required in relation to these Terms, including all information required to comply with all applicable anti-money laundering rules and regulations.
- 3.2 Each Party represents, warrants and undertakes to the Operator that (a) it will always contract as principal only and no Person other than itself has or will have any interest in any Transaction on its behalf; and (b) the Operator shall not accept any cash, securities or other assets as a trustee under the FCA's Client Money Rules.
- 3.3 Each Party agrees and acknowledges that the Operator may charge fees to the Buyer for its Services. All amounts expressed to be payable to the Operator under these Terms are exclusive of any VAT or other applicable taxes or duties. Each Party will be solely responsible for its own tax affairs.

4 LIABILITY AND INDEMNITY

- 4.1 Under no circumstances (including Force Majeure) shall the Operator, its partners, employees or agents be liable to any other Party for any indirect, special, incidental, consequential, exemplary loss or punitive damages of any kind, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise, and regardless whether the Operator has been advised of the possibility of such damages or whether such damages could have been foreseen or prevented provided however, this indemnity will not apply to any loss or liability to the extent that it arises or results from the Operator's negligence, willful default or fraud.
- 4.2 No failure on Operator's part to exercise, and no delay on Operator's part in exercising, any right or remedy under these Terms will operate as a waiver thereof or of any requirement, nor will any single or partial exercise of any right or remedy preclude any other or further or future exercise thereof or the exercise of any other right or remedy.

5 ACKNOWLEDGEMENT OF RISKS

- 5.1 When making a decision to transact in Digital Assets, each Party should consider the risk inherent in those products, and in any services and strategies associated to them. Each Party's assessment should include a consideration of a variety of potential risks including those relating to credit, the market, liquidity, interest rate, insolvency, foreign exchange, contingent liabilities, execution venue, legal and tax issues. Operator will not provide any Party with advice or a personal recommendation (i.e., advice on transactions or investments which is presented as suitable for such Party, or is based on a consideration of such Party's particular circumstances).

6 TERMINATION

- 6.1 Each Party may terminate these Terms at any time by written notice to each other Party. These Terms will automatically and immediately terminate upon the complete settlement of Transactions in respect of each Party.
- 6.2 Termination shall not affect the obligation of each Party to settle Transactions entered into prior to the date of termination and shall not prejudice any right or obligation that may already have arisen under these Terms prior to termination.

7 CONFIDENTIALITY

- 7.1 All Information obtained under these Terms (including these Terms) are Confidential Information. Each Party will not, except as expressly provided in these Terms, disclose Confidential Information to any Person. "Confidential Information" means (a) the terms, conditions and subject matter of these Terms; and (b) any information that is designated by either party as confidential or which the Receiving Party knows or should

reasonably know is confidential; but (c) exclude information (i) that is or becomes public through an authorised third-party; or (ii) already available to the Receiving Party on a non-confidential basis prior to disclosure by the disclosing party.

8 GENERAL

- 8.1 Nothing in this Agreement will create a partnership between the Operator and any other Party of this Agreement.
- 8.2 This Agreement may only be amended or modified by a written instrument executed by the Parties. No Party may assign any of its rights or obligations under these Terms to any other Person without each other Party's prior written consent.
- 8.3 If any provision of these Terms is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as necessary to make it valid and enforceable. In any event, the foregoing will not affect other provisions of these Terms which shall remain in full force and effect.

9 GOVERNING LAW AND JURISDICTION

- 9.1 These terms shall be governed by, and construed in accordance with, the laws of England, without regard to the conflicts of law provisions.

10 DEFINITIONS

In this Agreement:

"Contract" means, as the context requires, a contract to convert an agreed amount of fiat currency (including a Digital Asset) into another currency (including a Digital Asset) at an agreed rate on a spot basis;

"Digital Asset" means Bitcoin or Ethereum, or any other digital asset or stable coin that may be added to the Platform from time to time at the sole discretion of the Operator.

"Force Majeure" means any circumstance, delay or failure beyond the Operator's control to wholly or in part to avoid (arising from but not limited to equipment failure, third-party service failures, political crisis, strike or terrorist action, act of war or Act of God, pandemic, fire, flood or other natural disaster).

"Person" means any natural Person, association, partnership, limited liability company, joint venture, trust or corporation.

"Operating Procedures" means the terms accessible at <https://www.definitymarkets.com/procedures>.

"Standard Settlement Instructions" means in relation to a bank account held in the name of a payee, all material details (including but not limited to the name of the payee, address of the payee, name of the bank provider, address of the bank provider, SWIFT code, account number or IBAN of the payee, payment amount, payment currency) that are required for a payment, whether domestic or international, to be made to (and received into) such payee's account in the desired currency.

"Transaction" means a trade in a Contract entered into by the Buyer through the DMALINK Platform such that the Buyer acts as a Principal to such transaction, and the Digital Asset Platform Provider acts as a Matched Principal.

"Unique Reference" means _____, a unique identifier entered into any Transaction between the Operator and each Party of this Agreement, and where permissible any third-party, in connection with the acquisition of the immovable property contemplated under this Agreement.

IN WITNESS WHEREOF, the parties have caused their respective duly authorised representatives to execute this Platform Agreement.

Name of Buyer

Name of Real-Estate Agent

Name of Escrow Agent

Authorised Signature

Authorised Signature

Authorised Signature

Signed By

Signed By

Signed By

Title

Title

Title

Date

Date

Date

Name of Solicitor

DMA LINK LIMITED
Name of Operator

Authorised Signature

Authorised Signature

Signed By

Signed By

Title

Title

Date

Date