TRADING POLICY

The electronic platforms, comprising the mobile application and/or website, known as "SunCrypto: Cryptocurrency App", www.suncrypto.in and referred to as the "Platform or SunCrypto Platform," are owned and operated by Angelic Infotech Private Limited [CIN no. U74999RJ2021PTC077075], a company incorporated under the Companies Act, 2013. The registered office of Angelic Infotech Private Limited is situated at Plot No C-26(D), RIICO Industrial Area, Malviya Nagar, Jaipur-302017 (Rajasthan, India).

This policy outlines how you can use the SunCrypto platform's crypto custody wallet, fiat currency, and crypto buying and selling services. It is a part of the terms of use that you accepted when registering for the platform's services and constitutes a legal agreement between you, as the user, and us, as the platform's owner and operator. By registering and using our services, you are consenting to abide by this policy. If you disagree with this policy, please do not continue to use the platform. Failure to accept this policy means we cannot provide services to you. Your use of the platform is subject to this policy, as well as the applicable terms of use and privacy policy.

Suncrypto retains the authority to modify, add, remove, or alter any part of the Platform, Service, this Policy, or any content contained therein, at our sole discretion, with or without prior notification. You are advised to check this Policy, Terms of Use, Privacy Policy, and AML Policy regularly, particularly before engaging in any transaction on the Platform. Suncrypto shall not be held liable for any consequences resulting from such modifications, additions, removals, or alterations.

A. GENERAL TERMS OF USE OF SUNCRYPTO PLATFORM:

1. Use of Crypto and Fiat Currency on the SunCrypto Platform:

a) At the outset, in order to buy or sell cryptocurrencies, User is required to use only Indian Rupees to enter into such transactions where cryptocurrencies are bought or sold with fiat currency. For this purpose, User agrees to keep only the necessary amount of Indian Rupees in User's SunCrypto Platform Account to execute immediate trades.

b) If the Platform provides the facility, User may keep (for selling cryptocurrencies on the Platform) and receive (as a result of purchasing cryptocurrencies on the Platform) cryptocurrencies that user owns and controls in India, in the Crypto custody services provided by the SunCrypto Platform or its technology partners/subcontractors.

c) The Platform reserves the right, at its sole discretion, to permit, suspend or disable any inflow and/or outflow of Indian Rupees and/or cryptocurrencies as part of its Services from User's SunCrypto Platform Crypto Custody Wallet and verified User Account registered with the Platform, subject to your compliance with applicable law.

d) Currently, the Platform only allows deposits of cryptocurrencies by its Users and does not allow wallet-to-wallet withdrawals of cryptocurrencies by its Users. The Platform will notify its Users when it permits the withdrawals, including any associated conditions, in the future.

2. Use of SunCrypto Platform's Crypto Custody Wallet and usage of Cryptos by Users:

a) Once your User's SunCrypto Platform Account on the SunCrypto Platform is activated, and as long as it remains active and valid, Suncrypto will provide you with a facility to store cryptocurrencies purchased by you on the SunCrypto Platform in the "SunCrypto Platform's Crypto Custody Wallet". The Platform, either directly or through its technology partners/subcontractors, may provide such a storage facility. This Crypto Custody Wallet will enable you to buy or sell cryptocurrencies. Your User's SunCrypto Platform Account will display details of the cryptocurrencies purchased or sold by you or standing to your credit in the Crypto Custody Wallet

b) Regarding ownership and possession of the cryptocurrencies held in the SunCrypto Platform's Crypto Custody Wallet, the User is the possessor and owner of their respective cryptocurrencies, and the title of the cryptocurrencies shall belong to the User. The User is the only person authorized to transfer the cryptocurrencies, and all credit (buying cryptocurrencies) and debit (selling cryptocurrencies) transactions are executed by the User directly. The SunCrypto Platform simply enables the transaction using its technology and other value-added services (such as custodian services, SunCrypto Platform's Crypto Custody Wallet service, Tax computation services, etc.) to facilitate the transaction. It should be noted that there is no transfer of possession

or title between the User and the SunCrypto Platform, and any transfer always takes place between the User and the counterparty on the third-party crypto exchange.

c) Users are authorized to engage in the buying and selling of cryptocurrencies on the SunCrypto Platform in exchange for INR. Upon purchasing cryptocurrencies, they will be credited to the User's SunCrypto Platform Account and stored in the SunCrypto Platform's Crypto Custody Wallet. Upon selling cryptocurrencies, they will be debited from the User's SunCrypto Platform Account and deducted from the SunCrypto Platform's Crypto Custody Wallet. It should be noted that Users have no entitlement to receive any interest or other benefits with respect to the cryptocurrencies held in the SunCrypto Platform's Crypto Custody Wallet.

d) The User is strictly prohibited from engaging in the transfer, storage, or receipt of Cryptos that are not supported by the SunCrypto Platform. The User acknowledges and agrees that the SunCrypto Platform shall not be held responsible for any losses incurred by the User in connection with any attempt to transfer, store, or receive Cryptos in violation of this clause, Policy, and/or the Terms of Use.

e) The User agrees not to utilize the Cryptos held in the SunCrypto Platform's Crypto Custody Wallet to purchase, sell, transfer, or trade any goods, services, or products other than for availing services through the SunCrypto Platform.

f) In the event that the User is provided with the option to transfer the Cryptos held in their SunCrypto Platform's Crypto Custody Wallet to an external Crypto Custody Wallet, the User agrees not to transfer or transmit the Cryptos to any other Crypto wallet belonging to a person residing outside India. Similarly, in the event that the User is provided with the option to receive Cryptos from any external Crypto wallet to their SunCrypto Platform's Crypto Custody Wallet (and get accounted/credited in their User's SunCrypto Platform Account), the User agrees not to receive such Cryptos from a person residing outside India.

g) The User agrees that the source of the Cryptos exchanged/credited/debited on the SunCrypto Platform is not known to the SunCrypto Platform and shall ensure that the Cryptos always come from legitimate sources within India. The User is required to immediately notify the SunCrypto Platform of any unauthorized or illegal use of their User's SunCrypto Platform Account.

h) In the event that any Cryptos are erroneously credited to the User's SunCrypto Platform Account or, if and when permitted, to the SunCrypto Platform's Crypto Custody Wallet, the User is obliged to report the same and arrange for refund or transfer. Failure to do so would constitute a material breach and entitle the SunCrypto Platform to additional rights and remedies under applicable laws.

3. Use of Fiat Currency:

a) To buy Crypto on the SunCrypto Platform, you need to transfer fiat currency in Indian Rupees from your own bank account to your User's SunCrypto Platform Account. Any delay in the transfer due to banking channels, payment gateways, or legal issues will be acknowledged by the SunCrypto Platform. You own the Indian Rupee balance in your User's SunCrypto Platform Account and can request to withdraw it to your own bank account at any time. The SunCrypto Platform will try to process the withdrawal request, but any delay in banking channels, payment gateways, or legal impediments is not the SunCrypto Platform's responsibility.

b) For this limited purpose, you authorize the SunCrypto Platform to act as your payment collection agent. The SunCrypto Platform does not operate a payment system.

c) If a fiat currency top-up or transfer from your bank account to your User's SunCrypto Platform Account is invalidated for any reason, the SunCrypto Platform is not responsible, and you have no recourse against it. If a dispute arises later, and you lose a claim or a chargeback, or there is a reversal of the top-up, you will be liable for the amount of the top-up and applicable fees. The debit or credit card issuer, originating bank, or the SunCrypto Platform will decide whether the dispute is valid and to whom payment is due. You agree to allow the SunCrypto Platform to recover any amount due by debiting your fiat currency balance. If there are insufficient funds in your bank account to cover your liability, you agree to reimburse the SunCrypto Platform through other means. If the SunCrypto Platform cannot recover the funds, it may contact you or take legal action to collect the amount due. Any fiat currency funds paid by you on the SunCrypto Platform are an advance for services and must be utilized within 360 days. If the funds are not utilized within that period, they will be

returned to your original banking source. If returning the funds is not possible, the SunCrypto Platform may forfeit the amount and inform you.

4. Other Terms of Use of the SunCrypto Platform:

a) The SunCrypto Platform may impose certain restrictions and limits on transfers or withdrawals of fiat currency or Cryptos, as communicated on the platform.

b) In cases where there are reasonable grounds to believe that a user is misusing or fraudulently transacting, the platform may block the user from making bank transfers and report suspicious activities to relevant authorities. Suspicious fiat currency withdrawals will be held back and reversed, and the fiat currency facility will be suspended for investigation, during which the user account may be suspended or subject to notification.

c) The SunCrypto Platform may delist one or more Crypto assets at its discretion, and will make reasonable efforts to communicate this in advance. Users may be able to sell or transfer delisted Crypto assets using the platform or a blockchain wallet approved as per the platform's policies, but this is not guaranteed. If the user does not sell the delisted Crypto within the specified timeline, the platform will sell it at the prevalent market rate and credit the user's account with the equivalent INR after applicable taxes.

d) The platform is not liable for any losses or damages resulting from its decision to delist Crypto assets or sell delisted Crypto, and existing limit orders will be cancelled on the delisting date.

B. **TERMS FOR BUYING OR SELLING OF CRYPTOS:**

1. Instant Orders and Limit Orders:

a) The SunCrypto Platform offers two types of orders: **"Limit Orders"** and **"Instant Orders"**. With a Limit Order, you specify the exact price at which you want your order to be executed, regardless of whether it matches the market price at the time of placing the order. On the other hand, with an Instant Order, you choose to buy or sell at the price displayed on the SunCrypto Platform when you place the order.

b) By placing orders on the SunCrypto Platform, you authorize the Platform to execute your instant and limit orders in the most efficient way it deems fit, in accordance with the terms of third-party crypto exchanges. These orders will be executed based on your specific instructions as mentioned in clauses below.

2. Execution of Orders on the SunCrypto Platform:

a) The User acknowledges that the SunCrypto Platform executes trades on third-party Crypto exchanges based on the User's instructions to close trades of a specific quantity of Crypto chosen by the User.

b) The parties agree that the SunCrypto Platform is not acting as a representative agent for the User but rather carrying out particular Crypto transactions on the User's instructions for the price agreed upon by the User. SunCrypto platform charges a fee of 0.2% (inclusive of GST) for providing its services, which also includes the fee paid by it to the exchanges.

c) Before executing any transaction from the SunCrypto Platform's Crypto Custody Wallet, the User must ensure that there is a sufficient balance of Cryptos in their SunCrypto Platform Account.

d) In the event of any dispute concerning the time of reporting and/or transactions made on the SunCrypto Platform's Crypto Custody Wallet, or any other matter regarding the said SunCrypto Platform's Crypto Custody Wallet, SunCrypto reserves the right to verify the time and/or authenticity of the disputed transaction.

e) In order to complete a single trade by a User (i.e., a buy or sell order), SunCrypto may need to execute multiple interconnected trades (either "fiat currency to Crypto" or "Crypto to Crypto") on different third-party Crypto exchanges. The User authorizes SunCrypto to purchase and convert one Crypto into another Crypto on third-party Crypto exchanges to execute a transaction placed by the User on the SunCrypto Platform. All purchases of Crypto used for exchange/conversion for the purchase of the determined quantity of Crypto as instructed by the User shall be deemed to be carried out by SunCrypto on behalf of the User.

f) SunCrypto retains the right to refuse to process any transaction that involves Cryptos/money, the User's SunCrypto Platform Account, SunCrypto Platform's Crypto Custody Wallet, or any other service offered by SunCrypto, or any part thereof,

without providing any notice. SunCrypto may also restrict or suspend the User's use of one or more Services at any time at its sole discretion. If SunCrypto suspects that a transaction is suspicious, involves fraud or misconduct, violates applicable laws, or violates the terms of this Policy and/or the Terms of Use, or if it is otherwise required, in SunCrypto's sole and absolute discretion, the SunCrypto Platform may delay the transaction. The User understands that SunCrypto will not be liable or responsible for any losses arising from such termination/suspension.

g) Once initiated by the User on the SunCrypto Platform, sale and/or purchase transactions, along with any other transaction, act, or omission, are final, irreversible, non-refundable, and non-cancellable. The said transaction, act, or omission becomes absolute and unconditional, and the User cannot seek or claim a refund or reversal for any reason whatsoever. The User cannot modify or reverse it, and it cannot be cancelled by SunCrypto or anyone else upon the User's or a third-party's request.

h) By agreeing to this Policy and the Terms of Use, the User authorizes SunCrypto to incur reasonable expenditures on behalf of the User to fulfill their trades. While making payments to third-party Crypto exchanges related to executing the trades, SunCrypto acts purely on the User's instructions. The payments made by SunCrypto to third-party Crypto exchanges are based on the User's instructions and in connection with fulfilling the User's trades on the SunCrypto Platform.

i) To clarify, SunCrypto undertakes buying and selling of Cryptos on third-party Crypto exchanges solely on the User's instructions. No User trades are executed from the SunCrypto Platform's existing inventory of Cryptos.

j) By agreeing to this Policy and Terms of Use, the User authorizes the SunCrypto Platform to enter into agreements or arrangements with third-party service providers for Crypto custodial services and ledger services.

k) It is emphasized that the SunCrypto Platform cannot transfer or undertake any transaction for the User without express authorization by the User.

l) SunCrypto may monitor the User's transactions to identify suspicious or illegal transactions or transactions violating this Policy and/or the Terms of Use. If SunCrypto, at its sole discretion, determines that a transaction is suspicious, illegal, or violates this Policy and/or the Terms of Use, it may take actions it deems fit, including but not limited to placing a hold on the transaction, requesting the User to

provide more information on themselves and their funding source, suspending the User's SunCrypto Platform Account and freezing any balances therein, or terminating this agreement and the User's right to access the SunCrypto Platform.

m) If SunCrypto suspects fraudulent transactions or receives complaints from concerned banks/payment gateways/regulatory authorities, it may block the User's SunCrypto Platform Account and the SunCrypto Platform's Crypto Custody Wallet/fiat currency balances to the User's account, along with any amounts contained therein, until the enquiry is complete and take appropriate steps thereafter.

n) The User authorizes the SunCrypto Platform to hold Crypto in the SunCrypto Platform's Crypto Custody Wallet on the User's behalf to execute transactions quickly and seamlessly. The User has the authority to instruct the SunCrypto Platform to undertake transactions with the Crypto held in the SunCrypto Platform's Crypto Custody Wallet.

o) We retain the right to decline any order or transaction initiated by You if it goes against this Policy or the Terms of Use, the SunCrypto Platform's policy, or if it fails to adhere to the directions of the relevant enforcement authorities, appears suspicious or malicious, or is required by any law enforcement or judicial authority, either in India or any other jurisdiction. We may also refuse such orders or transactions without any reason or basis, or if deemed necessary by Us in our reasonable discretion.

p) The SunCrypto Platform executes specific Crypto transactions for the price specified by the User and acts solely on the User's instructions. It does not act as a general or representative agent of the User. The platform facilitates the transaction using technology and value-added services (only for SunCrypto) and does not transfer any title. Therefore, it is not responsible for any User's actions under any laws, including tax laws such as GST laws and Income Tax laws. No express or implied agency is established between the parties, except for the receipt of payment from users and holding them in trust.

C. SEVERABILITY CLAUSE:

SunCrypto has made every attempt to ensure that this Policy complies with the relevant laws. If any portion of this Policy is deemed invalid or unenforceable, it will

not harm or impede the validity or enforceability of the remaining portions of this Policy.

D. TAXES AND LAIBILITY:

1. The purchase of Crypto on the SunCrypto platform shall be subject to the Tax Deduction at Source (TDS) in accordance with the Income Tax Act 1961 and other applicable taxes. SunCrypto Platform will deduct the TDS in line with the updated prescribed TDS rate as communicated from time to time on the platform. The TDS will be deducted before the proceeds of the Crypto sale are credited to the User's account on the platform. Users will receive TDS certificates based on the PAN details provided by the User. The User is responsible for payment of any other applicable tax, such as income tax, gift tax, value added tax, goods and services tax, etc. regarding the realization of consideration from the sale of Crypto.

2. For transactions on the Suncrypto platform and as mentioned in this polciy , TDS will be deducted on each transaction carried out to fulfill the Limit Orders and Instant Orders, and the User agrees to the deduction of TDS as communicated on the SunCrypto Platform.

3. SunCrypto Platform reserves the right to deduct withholding tax under the applicable provisions of the Indian Income-tax Act, 1961 on any amounts payable or paid to the User. If SunCrypto Platform deems that withholding tax is applicable, the User agrees that SunCrypto Platform can deduct and deposit the tax and/or any interest/penalty with the Government treasury and debit the amount from earnings from Crypto. The User also agrees to remit to SunCrypto Platform any additional funds if required to discharge any such liability in relation to rewards in kind. The Company shall collect any direct or indirect tax, including GST, TDS, TCS, as applicable under the laws of the applicable jurisdiction.

DISCLAIMER: Crypto products and NFTs are unregulated and can be highly risky. There may be no regulatory recourse for any loss from such transactions. In case of queries, or assistance you may write to us at help@suncrypto.in .