

Real World Asset Service Terms

Acceptance of these Terms

By clicking "I Accept" you acknowledge and agree that you ("User") have read and understood these terms and conditions ("**RWA Terms**") of the real world asset ("**RWA**") products ("**Products**", and each a "**Product**") made available by UMX, together with any additional terms or documents referred to in these RWA Terms, and that you will be specifically bound by and will comply with these RWA Terms, as updated and amended from time to time. By accessing and/or subscribing the Products, you hereby unconditionally and irrevocably: (a) confirm that you understand, accept and assume full responsibility for subscribing the Products together with any and all associated risks with your subscription, including without limitation the risks described in the Risk Disclosures (see below), (b) explicitly consent to, and grant UMX Group all necessary rights for, UMX Group using your Assets as described in these RWA Terms and any associated risks, and (c) have independently and carefully assessed whether, and determined that, the Products are appropriate for you. These RWA Terms should be read carefully and it is important that you fully understand the risks involved before subscribing to any of the Products. You should consult independent advice in relation to your investment. If you do not understand or accept these RWA Terms, you should not subscribe to the Products.

Scope of the RWA Terms and Changes

These RWA Terms will specifically apply to you when you subscribe to the Products as are available on our website from time to time.

These RWA Terms are supplemental to and shall be read together with the Terms of Use ("**Terms of Use**") and the provisions set out in the Terms of Use shall continue to apply. All terms and clauses contained in the Terms of Use (except to the extent expressly modified herein) are incorporated by reference and have the same force and effect as if set out in their entirety in these RWA Terms. These RWA Terms constitute part of the Terms of Use in relation to the Products. Any issues which are not included in these RWA Terms shall be governed by the Terms of Use. In the event of any conflict or inconsistency between these RWA Terms and the Terms of Use, these RWA Terms shall prevail with respect to the services contemplated hereunder, unless expressly stated otherwise. UMX may make changes to these RWA Terms (or any terms or information incorporated by reference) in accordance with the Terms of Use. These RWA Terms and other terms

that apply to your activities in connection with the Products may change from time to time. You should check our website for the latest terms and additional information before you enter into any new Products transactions.

Unless otherwise defined, capitalised words used in these RWA Terms shall have the same meaning given to them in the Terms of Use. The rules of interpretation set out in the Terms of Use shall apply to these RWA Terms, except that references to clauses are to clauses in these RWA Terms, unless otherwise stated.

Eligibility

Only Users who have completed the identity verification or business verification as required by UMX from time to time are eligible to subscribe the Products or participate in related events.

You understand and agree that the information and services provided by the Platform in relation to the Products are not provided to, and may not be used by or for the benefit of, any individual or entity in any jurisdiction where the provision or use thereof would be contrary to any applicable law, or where we are not authorized to provide such information and services on the Platform. We also do not offer services or products to Users in certain excluded jurisdictions as determined by us from time to time.

You should inform us immediately if you become a resident in any of the excluded jurisdictions or are aware of any Users based in any of the excluded jurisdictions. You understand and acknowledge that if it is determined that you have given false representations of your location or place of residence, UMX reserves the right to take any appropriate actions in compliance with this restriction or in compliance with the law of a relevant jurisdiction, including termination of any Account immediately and liquidating any open positions.

Users from other jurisdictions must ensure that participation does not violate any local laws, rules or regulations applicable to them.

The Products

The Products are tokenised instruments (each a "**Token**") that aim to reflect the economic exposure to certain securities or other assets, including without limitation, publicly-traded equities and exchange-traded funds. They are not themselves shares or securities issued by the underlying company, nor do they confer ownership, voting rights, or shareholder status in the underlying equities, or the underlying assets. UMX makes no representation or warranty as to the legal status, regulatory treatment or enforceability of any Token. They do not grant you any

legal rights or interests. You should not construe any Product as representing a legal or beneficial interest in the underlying equities or assets. Users may subscribe for the Products with fiat and/or stablecoins. In-kind subscription may also be available provided that the underlying assets are used for the subscription.

The Tokens are issued by third party issuers (each an "**Issuer**") and track the market value of the corresponding underlying asset. The Tokens are made available to Users for trading on the Platform via select pairs, such pairs may be subject to change by us from time to time in our sole and absolute discretion.

UMX is not the issuer, custodian, market maker or seller of the Products. UMX merely provides a trading platform to access a marketplace where the Products may be listed or traded by third parties. The issuance and redemption of the Products are subject to the relevant terms and conditions of the Products. We do not guarantee delivery, redemption, collateralization, liquidity, fair market pricing or enforceability of any Product. These factors are subject to external market conditions, third-party service availability and performance and other external factors beyond our control.

Tokens are synthetic in nature and do not carry economic rights or other ownership rights typically conferred to direct shareholders/asset owners. Where the underlying asset are securities, the holding of a Token does not entitle you to receive any dividends, distributions, interest, voting rights, shareholder privileges, or rights offerings (including but not limited to share splits, spin-offs, or subscription rights) that may be associated with the underlying publicly traded equity and exchange-traded funds or other ownership rights that may be associated with the underlying assets. For the avoidance of doubt, while you have no right to receive dividends/ distributions or other benefits directly, the economic value of dividend distributions or other benefits may be reflected in other manners in accordance with the terms and conditions of the Product. UMX does not process, deliver or facilitate access to any such corporate actions or entitlements.

No representation or warranty is made that any rights or benefits attached to the underlying equities or assets will be passed on to Token holders, and Users shall have no recourse to UMX in connection with any such entitlements. If you believe you may have any claim in respect of any rights, you should seek clarification directly from the Issuer and are advised to conduct your own independent due diligence on the Issuer and the terms and conditions of the Products. For the avoidance of doubt, where the Issuer reflects economic distributions or other benefits in respect of the underlying equity or asset through certain adjustment, such economic value as adjusted may be reflected in the relevant Token. If a User

subsequently redeems the relevant Tokens for the underlying equity or asset (to the extent such redemption is applicable), Users should not expect to receive the dividend, distribution amount or other benefits that have already been reflected in the Token's adjustment a second time. Any such redemption is governed by the terms and conditions of the Products, and UMX is not a party to, and has no responsibility for the redemption mechanics.

Where applicable, each Token represents certain right or interest related to or associated with a depository receipt to an underlying publicly traded equity. The Token does not grant title, shareholder rights or ownership in the referenced equity. It reflects a claim or contractual right (if any) against a third-party issuer or custodian, the terms of which are governed by separate arrangements outside of the Platform. Participants are strongly encouraged to review the relevant documentation in relation to the Products, including but not limited to custody arrangements, collateralization mechanisms and redemption terms.

Users should not rely on any multiplier as advice or as a guarantee of the economic equivalence between a Token and the underlying equity or asset. These Tokens are distributed or made available for trading through permitted channels, such as our Platform. UMX does not participate in, verify or monitor the custody, ownership or status of such collateral and makes no representation or warranty regarding its existence, adequacy or segregation. This information is provided strictly for informational purposes and may not reflect the actual mechanics or risk profile of any specific Product. Users should not rely on any summary provided herein as a basis for investment decisions and are strongly encouraged to review the Product's documentation and perform their own due diligence.

Market data and prices of the underlying equities or assets are sourced from third-party service providers. These price feeds may be subject to latency, discrepancies, or operational errors. UMX does not control or verify the accuracy or timeliness of such price data. The prices of the underlying equities or assets should therefore not be taken to represent the prices of the Tokens. You should therefore expect price variations between the underlying asset and the Token.

Displayed Token prices are determined within the Platform's internal trading environment and may not reflect global or universal market values. While the Tokens may be tradable around the clock even when the respective primary marketplaces of the underlying assets may not be open to its participants, the prices of the Tokens may vary and not be relative or representative of the underlying assets while the primary markets of the underlying assets are closed. Furthermore, price movements of the Products may be affected by rebasing models,

inventory or other adjustments by the Issuer, and in respect of underlying equities, the underlying company's corporate actions (such as stock splits or dividend re-investments) that are not transparently or immediately reflected in Token pricing. For example, the Issuer may purchase additional Tokens with any dividends issued by the underlying equity, leading to a deviation in price. As such, Users should not rely on the Product prices as accurate or reliable proxies for the value of the underlying securities, and vice versa.

Where the underlying asset of the Products are equities, the Product prices may also be impacted by adjustments conducted by the Issuer to account for corporate actions, including but not limited to reorganization of asset structures or modifications to the net asset value ("**NAV**") per Token. NAV herein refers to the total value of the underlying equities or assets, divided by the total number of Tokens in circulation. From time to time, the Issuer may apply corporate actions (such as dividends or subscription rights) toward the acquisition of additional underlying shares. This may result in an increase in the number of underlying shares backing a single Token, effectively increasing the NAV per Token. Conversely, the Issuer may rebalance or consolidate holdings in a manner that results in a NAV reduction. These NAV fluctuations may cause the market value of the Products to diverge significantly from the publicly quoted market price of the referenced equities. Such mechanisms are not always transparent, and Users may not receive notice of NAV adjustments in advance. Accordingly, Users should not rely on the Token price as the mirror reflection of the underlying equity price, and are strongly encouraged to conduct their own research regarding how NAV and rebasing may affect Token valuation over time.

RWA Trading

The Products are available for trading subject to the applicable trading fee, as specified and published by UMX from time to time. Such terms and limits may be amended by us from time to time at our sole and absolute discretion.

For Products whose underlying assets are equities, they may be subject to an adjustment mechanism to reflect corporate actions such as dividend and other distributions, reverse stock splits or stock splits. Stock splits, reverse stock splits, dividend and other distributions may affect the price and/or quantity of the underlying equity, but may not change the number of Tokens held by Users. Dividend and other distributions may be reflected through the relevant adjustment mechanism rather than paid directly by UMX. Users should check the terms and conditions of the relevant Product.

Risk Disclosure

The Tokens are complex instruments that involve substantial risks and are suitable only for sophisticated investors who have sufficient knowledge and experience and access to such professional advisers as they shall consider necessary in order to make their own evaluation of the risks and the merits of such an investment (including, without limitation, the tax, accounting, credit, legal, regulatory and financial implications for them of such an investment) and who have considered the suitability of such Tokens in light of their own circumstances and financial condition.

Users should ensure that they understand the nature of the risks posed by an investment in the Tokens, and the extent of their exposure as a result of such investment in the Tokens and, before making their investment decision, should consider carefully all of the information set forth in the terms and conditions of the relevant Product. Users should have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Tokens, including where any amount payable or deliverable on or in connection with any Tokens may reduce as a result of the occurrence of different events (including without limitation, whether related to the creditworthiness of any entity or otherwise or changes in particular prices, or where the currency for any payments on or in connection with any Tokens is different from the User's currency) as set out in the terms and conditions of the relevant Product.

Users may not be paid the anticipated amounts on or in connection with any Token or may only receive a reduced amount on or in connection with any Token.

The UMX Group do not assume any fiduciary obligation to any User in relation to the Tokens and any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of any issuer or related parties in relation to the Products.

The Products are tokenized representations of traditional financial instruments and may be classified as securities, derivatives, or crypto-assets, depending on the applicable laws and regulatory frameworks in the User's jurisdiction. The UMX Group do not make any representation or warranty regarding the legal classification or regulatory treatment of the Products in any specific jurisdiction and are not liable in connection with such matters.

None of UMX nor any of its affiliates makes any representation or warranty, express or implied, in respect of any underlying asset or of its issuer or in respect of any information contained in any documents prepared, provided or filed by or on behalf

of any such issuer in respect of such underlying asset with any exchange, governmental, supervisory or self-regulatory authority or any other person.

You acknowledge and agree that the Products do not represent a legal claim to dividends, distributions, or other rights, interest and entitlements related to the underlying assets. Users are not entitled to make any claims against us in relation to dividends, shareholder entitlements, equity-linked rights or other ownership rights and interests. Any such rights or interests (if any) must be pursued directly with the Issuer, and the UMX Group expressly disclaim all responsibility or liability in this regard.

The UMX Group do not provide investment, legal, financial or tax advice in connection with the Products or their underlying assets. Any summary of token mechanics or collateralization models is provided for informational purposes only and is based on publicly available or data provided by the Issuer or related parties, which may be inaccurate or incomplete. You must conduct your own due diligence and seek professional advice before engaging in any Products-related activities and shall and assume full responsibility for your decisions.

Access to the Products may be restricted based on applicable local laws and regulations. You are solely responsible for ensuring that your use of the Products complies with all applicable legal and regulatory requirements in their jurisdiction. The UMX Group reserve the right to restrict or disable access to the Products in any jurisdiction at its sole discretion.

UMX does not hold the underlying assets directly and make no representation as to the solvency, reliability, or regulatory standing of the relevant issuer, custodian, or other related parties. UMX and its affiliates disclaim liability for any loss or damage arising from failure or mismanagement by the issuer, custodian or third-parties.

The UMX Group make no warranty as to the accuracy, timeliness, or integrity of price feeds and any other data, and shall not be liable for loss and damage arising from delays, inaccuracies or failures in respect of such feeds and data.

If the Issuer employs a rebasing or other similar adjustment model to reflect corporate actions such as dividends or stock splits or other events, such mechanisms may cause Token valuations to diverge materially from the spot market price of the referenced stock/asset. Users must understand that holding the Products does not replicate the economic or legal benefits of holding actual shares or assets. UMX shall not be liable for any loss, damage, delay or inaccuracy in the reflection of such events and reserves the right to suspend trading or settlement in

the event of technical or operational issues related to rebasing or adjustments.

UMX does not control the custody of the underlying assets backing the Products and disclaims any liability for losses resulting from failure, insolvency, negligence, or regulatory enforcement affecting any issuer, custodian, or other third parties.

The UMX Group do not guarantee liquidity in the Products' markets and is not obligated to act as market maker. Trading may be suspended or delayed in the absence of sufficient market depth.

As with any traded instrument, the price of the Products may deviate from the underlying stock's/asset's market price due to liquidity, latency, or order book depth. The UMX Group shall not be responsible for execution slippage arising from such deviation.

The Products may rely on the proper functioning of third-party custodians, brokers, and market makers, as applicable, who hold or manage the underlying assets (if any). There is a risk that such parties may default, fail to deliver or otherwise not honor their obligations, including the failure to deliver or settle upon redemption. In such cases, you may lose some or all of the value of your Products, and you will have no recourse against UMX or any of its affiliates. You should treat the Products as high-risk instruments that do not guarantee economic equivalence with the underlying asset.

In the event of regulatory intervention, enforcement action, or change in legal classification of the Products, we may, without prior notice, suspend trading, delist the Products, or restrict access to affected users. UMX or any of its affiliates shall not be liable for any resulting losses or disruption.

UMX and its affiliates shall not be liable for any delay or failure in performance resulting from events beyond its reasonable control, including but not limited to acts of God, force majeure, regulatory restrictions, third-party service outages (including without limitation issuers and custodians), network disruptions, or hacks and malware.

The Products may be available across multiple blockchains. UMX and its affiliates shall not be liable for any settlement delay, loss, or failure resulting from cross-chain transfers, contract interactions, or incompatibility between token standards.

Applicable risks as disclosed in other risk disclosures, including but not limited to, distributed ledger technology, blockchain, hard/soft forks, loss or theft of digital assets, internet disruptions, insolvency and other credit-related events, shall apply.

UMX does not represent that risk disclosures relating to the Products are exhaustive.

Our Rights, Discretion and Liability

We reserve the right to take provisional measures even in the absence of definitive proof in the event of any suspected or actual violation of the RWA Terms set out herein by a User. Such measures may include, but are not limited to:

- a) freezing some or all Assets including Digital Assets in the User's Account(s);
- b) placing temporary restrictions on access to or execution of transactions involving such Assets;
- c) extending the duration of such freeze as reasonably necessary to allow for further internal investigation, third-party forensic analysis, or requests from competent authorities; and
- d) referring the matter to relevant financial supervisory, law enforcement, or regulatory authorities and sharing all pertinent transaction records.

The User acknowledges and agrees that such actions may be taken without prior notice, and that UMX or any of its affiliates shall not be liable for any loss or damage resulting from such provisional measures provided that they were taken in good faith to preserve the integrity of the market, protect Users, or comply with applicable legal or regulatory obligations.

In the event that a final determination confirms no misconduct, UMX shall lift any such freeze as soon as practicable. However, if suspicions are substantiated or the matter is referred to a competent authority, the freeze may remain in place until such authority issues a binding resolution.

We reserve the right to determine and revise any feature and/or requirement of the Products, monitor User activity, and enforce controls or liquidations at our absolute discretion. The enforcement of any of these RWA Terms shall not be construed as a breach of any contractual obligation to the User.

The UMX Group shall bear no liability for any loss, cost, or damage incurred as a result of any RWA Terms enforcement, including slippage, lost opportunities, or realized/unrealized profits or losses resulting from forced position reductions and/or liquidations.