

UNIKRON MASTER TERMS OF SERVICE

Last Updated: 29.10.2025

Governing Entity: Nokor GmbH (A Swiss LLC)

Company Details:

Nokor GmbH

Haltenweg 4, 8832 Wilen, Switzerland

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Commercial Register of Canton Schwyz

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This Master Terms of Service, together with the mandatory Institutional Client Addendum and other documents referenced in the Implementation Appendix, forms a single, integrated legal agreement (collectively, the "Agreement"). All referenced documents are incorporated by reference and constitute binding contractual obligations.

ARTICLE 1: ACCEPTANCE & MODIFICATION OF TERMS

1.1 Agreement to Terms. By registering for, accessing, or using the Services, you agree to be bound by this integrated Agreement. If you are acting on behalf of an entity, you represent you have the authority to bind that entity and that both you and the entity accept these Terms.

1.2 Modification of Terms. Nokor GmbH reserves the right to modify these Terms at any time. We will provide at least 30 days' notice for material changes via email to your registered email address or through in-service notifications, with such notice being documented in our audit systems. Notices shall be deemed delivered 24 hours after sending to the registered email address. It is your responsibility to maintain a current email address and monitor communications from Nokor GmbH. Your continued use of the Services after the effective date of the revised Terms constitutes acceptance.

ARTICLE 2: DEFINITIONS & FUNDAMENTAL NATURE OF SERVICES

2.1 Core Characterization. Nokor GmbH operates as a Technology Service Provider. The "Services" consist only of software, algorithms, APIs, and data processing infrastructure.

2.2 Exhaustive List of Technology Services. The Services are limited to: Software Protocols, Data Processing Infrastructure, API Endpoints, Analytical Computation Tools, and Network Connectivity Services.

2.3 Explicit Exclusion of Non-Technology Activities. The Services are not, do not include, and shall not be construed to include any of the following, which are explicitly excluded:

- X Financial Services (banking, brokerage, dealing, arranging, or fiduciary services)
- X Investment Advice (any form of recommendation or opinion regarding assets)
- X Transaction Execution (agency, brokerage, or execution of transactions on your behalf)
- X Custodial Services (holding, controlling, or safeguarding of assets, keys, or value)
- X Regulatory Compliance Services (assuming or discharging your regulatory obligations)
- X Monetary or Value Transmission (any transfer of money, currency, or monetary value)

ARTICLE 3: ACCOUNT REGISTRATION & ONBOARDING

3.1 Eligibility You must qualify as either:

- (a) A Sophisticated Institutional Entity (regulated financial institution, publicly traded company, or entity with >CHF 50M in assets), OR
- (b) A Technology Company (primary business is software development, infrastructure provision, or technology services)

All entities must pass our institutional onboarding criteria.

3.2 Account Security. You are responsible for maintaining the confidentiality of your API keys, credentials, and access controls. You are fully responsible for all activities that occur under your account and must immediately notify us of any unauthorized use.

3.3 Mandatory Institutional Onboarding. Access requires completion of our institutional onboarding process, including execution of the Institutional Client Addendum, which forms an integral part of this Agreement. This includes:

- (a) Execution of the Institutional Client Addendum
- (b) Completion of due diligence questionnaire
- (c) Verification of entity status and beneficial ownership
- (d) Designation of authorized personnel and compliance contacts

ARTICLE 4: SERVICE LEVELS, MAINTENANCE & SUPPORT

4.1 Service Levels.

4.1.1 Service Commitment. Nokor GmbH will use commercially reasonable efforts to make the Services available with tier-specific uptime commitments as detailed in the SLA.

4.1.2 Tier-Specific SLAs:

- Standard Tier: 99.0% Monthly Uptime (Self-Service)
- Professional Tier: 99.5% Monthly Uptime (Dedicated Support)
- Enterprise Tier: 99.9% Monthly Uptime (Premium Features & SLAs)

4.1.3 SLA Exclusions. Downtime excludes:

- (a) Scheduled Maintenance (with 48-hour notice)
- (b) Emergency Maintenance (for security/critical issues)
- (c) Force Majeure Events
- (d) Client-caused or third-party-caused issues
- (e) ISP or network issues beyond our control

4.1.4 Sole Remedy. For validated SLA failures, your exclusive remedy is service credits as defined in the SLA, not to exceed 100% of monthly fees for affected services.

4.2 Scheduled Maintenance. Nokor GmbH will perform scheduled maintenance during predefined maintenance windows (typically weekends 22:00-06:00 CET) and will provide at least 48 hours' advance notice via email and status dashboard.

4.3 Support. Technical support is provided according to your service tier:

- Standard: Email support, 48hr response time (Self-Service)
- Professional: Priority email/chat, 24hr response, dedicated account manager (Dedicated Support)
- Enterprise: 24/7 dedicated support, designated solutions architect, custom response SLAs (Premium Features)

ARTICLE 5: FEES & PAYMENT TERMS

5.1 General Fee Obligation. You agree to pay all fees specified in your Order Form, Service Agreement, or as published in our current pricing schedule available at www.unikron.ch. All fees represent payment for technology services and infrastructure access only.

5.2 Fee Structure Classification. Fees are determined based on your Client Classification, which is definitively assigned during the Mandatory Institutional Onboarding (Article 3.3). The two classification categories and their corresponding fee models are:

- (a) "Regulated Entity" Classification: Clients subject to financial services regulation. Fees shall follow a Fixed-Cost Enterprise Model with volume-tiered pricing based on monthly trade count, featuring decreasing per-trade fees at higher volume tiers. All fees are fixed and non-contingent.

(b) "Non-Regulated Entity" Classification: Sophisticated institutional entities or technology companies not subject to such regulation. Fees shall follow a Competitive Threshold Model based on value-based percentage pricing with service level differentiation, calculated on 30-day rolling volume.

5.3 MEV Protection Services. MEV protection is offered as fixed-cost security service tiers with non-contingent pricing. This service exclusively involves security and privacy of data transmission and does not involve, support, or guarantee the execution or economic outcome of any transaction. Pricing and inclusion varies by client classification and service tier as detailed in the applicable pricing schedule.

5.4 Activation and Platform Fees. One-time activation fees and recurring platform fees may apply as specified in your Order Form. All activation fees include a 30-day money-back guarantee.

5.5 Tier Progression and Volume Calculation.

- a) Non-Regulated Entities: Tier progression based on 30-day rolling volume average
- (b) Regulated Entities: Tier progression based on monthly trade count
- (c) 30-day advance notice provided for all tier changes
- (d) Tier determinations are final and based on objective usage data

5.6 Price Changes. We may change our prices by providing at least 30 days' notice through our documented notification systems. Price changes will not apply to prepaid services and will become effective at the start of the next billing cycle.

5.7 Currency and Foreign Exchange.

- (a) All fees are quoted and payable in Euros (EUR).
- (b) For Swiss VAT and regulatory reporting purposes, amounts will be converted to Swiss Francs (CHF) at the prevailing SIX Swiss Exchange reference rate. Should technical impediments prevent accessing this rate, Nokor GmbH will use a contemporaneous market rate from a recognized financial data provider, with such conversion being strictly documented for tax compliance.
- (c) Clients bear all bank transfer, processing, and currency conversion fees.

5.8 Invoicing & Payment. Fees are billed according to the cycle specified in your service plan. Invoices will be delivered electronically to your registered email address. Payment is due 30 days from invoice date via bank transfer or other payment methods as specified in the invoice. Late payments bear interest at 1.5% per month or the maximum permitted by law, whichever is lower. Nokor GmbH reserves the right to suspend Services immediately upon failure to pay any invoice within the specified period. Reactivation following suspension for non-payment may require payment of a reinstatement fee.

5.9 Taxes. All fees are exclusive of taxes. You are responsible for all sales, VAT, GST, and other taxes, except taxes on our net income. Swiss VAT will be calculated on the CHF equivalent of invoice amounts using the SIX Swiss Exchange rate as specified in Article 5.7(b).

ARTICLE 6: TERM, SUSPENSION, & TERMINATION

6.1 Term. These Terms continue until terminated by either party.

6.2 Termination for Cause. Either party may terminate for material breach upon 30 days' written notice, provided the breach is not cured within that period.

6.3 Suspension & Immediate Termination. We may suspend access or terminate immediately upon notice if:

- (a) You materially violate the Acceptable Use Policy
- (b) Unusual usage patterns pose security risks to our infrastructure
- (c) Required by law, regulation, or regulatory authority
- (d) You become insolvent, declare bankruptcy, or cease operations
- (e) You fail to pay any invoice when due

6.4 Internal Compliance Protocol. Nokor GmbH maintains an internal Termination and Suspension Policy that governs the exercise of rights under this Article, ensuring consistent, documented, and defensible application of these provisions.

ARTICLE 7: CLIENT'S ABSOLUTE RESPONSIBILITIES & RISK ALLOCATION

7.1 Regulatory Responsibility. You are exclusively and absolutely responsible for determining the legal and regulatory status of your activities and ensuring compliance with all applicable laws in all jurisdictions where you operate.

7.2 No Reliance. You expressly warrant that you do not and will not rely on Nokor GmbH for regulatory or financial compliance and will engage your own qualified independent legal counsel.

7.3 Continuous Compliance Obligation. You must monitor regulatory developments and adapt your use of the Services accordingly, notifying us immediately of any changes that may affect your obligations under these Terms.

7.4 Accurate Classification. You are solely responsible for providing accurate and complete information required for your Client Classification and must promptly notify us of any changes to your regulatory status.

ARTICLE 8: DATA PROCESSING & PRIVACY

8.1 Data Processing Agreement (DPA). To the extent we process Personal Data on your behalf, the separate Data Processing Agreement shall apply and is incorporated by reference.

8.2 Privacy Policy. Our collection and use of personal data is described in our Privacy Policy.

8.3 Security Measures. We implement comprehensive Technical and Organizational Measures (TOMs) reasonably designed to protect the security and integrity of the Services, including:

- Encryption of data in transit (TLS 1.3) and at rest (AES-256)
- Secure authentication protocols commensurate with service tier and risk assessment
- Internal vulnerability scanning and security reviews
- Infrastructure and internal controls designed based on industry-standard security frameworks (e.g., SOC 2)

ARTICLE 9: INTELLECTUAL PROPERTY

9.1 Nokor GmbH IP. All intellectual property in the Services remains our exclusive property. This includes patents, copyrights, trademarks, trade secrets, and all underlying technology.

9.2 Limited License. We grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services for your internal business purposes during the Term.

9.3 Feedback. Any feedback, suggestions, or ideas you provide become our property without compensation or confidentiality, unless otherwise agreed in writing.

ARTICLE 10: DISCLAIMERS & LIMITATION OF LIABILITY

10.1 "As Is" Disclaimer. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. WE EXPLICITLY DISCLAIM ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10.2 No Financial/Regulatory Warranty. WE MAKE NO REPRESENTATIONS THAT THE SERVICES ARE FIT FOR ANY FINANCIAL, REGULATORY, OR COMMERCIAL PURPOSE.

10.3 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY SWISS LAW:

- (a) OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF (I) CHF 10,000 OR (II) THE AMOUNT PAID BY YOU IN THE SIX MONTHS PRECEDING THE CLAIM**
- (b) IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, LOST DATA, AND BUSINESS INTERRUPTION)**
- (c) THESE LIMITATIONS DO NOT APPLY TO LIABILITY ARISING FROM (I) UNLAWFUL INTENT (*Vorsatz*), (II) GROSS NEGLIGENCE ("grobe Fahrlässigkeit"), OR (III) BODILY INJURY ("Verletzung des Körpers oder des Lebens").**

10.4 Force Majeure. Neither party shall be liable for any failure or delay in performance under these Terms to the extent such failure or delay is due to circumstances beyond the reasonable control of the affected party, including but not limited to: acts of God, war, terrorism, governmental actions, technical infrastructure failures of third-party providers, internet service provider failures or delays, strikes, or shortages of materials.

ARTICLE 11: INDEMNIFICATION

You will indemnify, defend, and hold harmless Nokor GmbH from all claims, losses, liabilities, and expenses (including legal fees) arising from:

- (a) Your use of the Services
- (b) Your breach of these Terms
- (c) Your violation of any laws or regulations
- (d) Any misrepresentation of the Services as financial or regulated services
- (e) Claims by your customers or end-users

ARTICLE 12: GOVERNING LAW & DISPUTE RESOLUTION

12.1 Governing Law. These Terms shall be governed by Swiss law, excluding its conflict of law provisions.

12.2 Jurisdiction. The exclusive place of jurisdiction for all disputes shall be Schwyz, Switzerland.

12.3 Escalation Process. Parties agree to attempt to resolve disputes through good faith negotiation between designated executives before initiating formal proceedings.

IMPLEMENTATION APPENDIX

Required Ancillary Documents

The following documents are integral parts of this Agreement and constitute binding contractual obligations:

1. Institutional Client Addendum - Mandatory for all clients
2. Acceptable Use Policy - Defines prohibited activities and suspension triggers
3. Service Level Agreement (SLA) - Details uptime commitments and remedies
4. Data Processing Agreement (DPA) - Required for clients providing personal data
5. Pricing Schedule - Current fee schedules and service tiers
6. Security Documentation - Available under NDA for qualified enterprise clients

Internal Compliance Protocols

- Client Onboarding Framework
- Termination and Suspension Policy
- Security Incident Response Plan
- Regulatory Monitoring Protocol
- Tier Transition and Volume Calculation Procedures
- Auditable Notification Systems for all material changes
- Data Subject Rights Request Handling Procedure
- Manual Data Retention and Deletion Protocol
- Invoice Generation and Payment Processing Procedure

Client Segmentation Matrix

- Tier 1: Regulated Financial Institutions
- Tier 2: Public Companies & Large Corporates
- Tier 3: Technology Companies

Client Audit Rights

- Clients may request a security and compliance audit no more than once per calendar year, subject to 30 days' prior written notice. All audits shall be conducted during normal business hours and shall not unreasonably interfere with Nokor GmbH's business activities. Nokor GmbH reserves the right to charge reasonable fees for excessive or repetitive audit requests. All audit findings shall be treated as confidential information under these Terms.

