

TERMS AND CONDITIONS

of NexNurture s.r.o.
operating as Newrails

Effective from: May 18,2026

Version: 1.0

1. INTRODUCTION

1.1. These Terms and Conditions ("Terms") govern the use of services provided by NexNurture s.r.o., IČO 222 98 126, with its registered seat at Rohanské nábřeží 678/23, Karlín, 186 00 Praha 8, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 414162 (the "Company", "we" or "us"). The Company operates under the Newrails brand pursuant to a brand licence agreement with Newrails UAB.

1.2. The Company is a Czech limited liability company registered as a Virtual Asset Service Provider (VASP) in the Czech Republic, holding a trade authorisation for the provision of services related to virtual assets under Act No. 455/1991 Coll., on Trade Licensing. The Company has applied for authorisation as a crypto-asset service provider (CASP) under Regulation (EU) 2023/1114 (MiCA) to the Czech National Bank and currently operates under a transitional regime. Please refer to Section 11 for information on the wind-down and regulatory transition.

1.3. The Company is not authorised as a crypto-asset service provider (CASP) under Regulation (EU) 2023/1114 (MiCA) yet. The Company does not represent itself as MiCA-authorised, and no such representation should be inferred from these Terms.

1.4. The Services described in these Terms are provided by the Company as a separate legal entity from Newrails UAB. Fiat and IBAN services are provided by Newrails UAB under its own terms and conditions. EURW is issued by Newrails UAB — the Company provides custody of EURW and conversion of EURW to USDC as part of the Services.

1.5. By using the Services, the Client ("you") agrees to be bound by these Terms. If you do not agree with these Terms, you must not use the Services.

1.6. These Terms constitute standard business terms within the meaning of §1751 of Act No. 89/2012 Coll., the Civil Code, and form an integral part of every contract concluded between the Company and the Client.

2. DEFINITIONS

2.1. The following definitions apply throughout these Terms:

"Agreement" means these Terms and Conditions together with any documents expressly incorporated by reference.

"Client" or "you" means a legal person duly incorporated in an eligible jurisdiction who has been onboarded by Newrails UAB and has activated the Services under these Terms.

"EURW" means the Newrails Euro E-Money Token, a euro-denominated e-money token issued by Newrails UAB on the Monad blockchain.

"External Wallet" means a self-custody virtual asset wallet that is not hosted or controlled by the Company or any third party, where the Client holds and manages their own private keys.

"Monad" means the Monad blockchain network on which EURW and USDC transactions are processed under these Terms.

"Omnibus Wallet" means a pooled wallet address controlled by the Company on the Monad blockchain, holding virtual assets attributable to multiple Clients, with individual Client entitlements tracked exclusively in the Company's internal ledger.

"Order" means an instruction submitted by the Client through the Platform to execute a transaction.

"Platform" means the Newrails online platform through which the Services are accessed.

"Services" has the meaning given in Clause 3.1.

"USDC" means USD Coin, a fiat-referenced stablecoin issued by Circle Internet Financial, LLC.

3. SCOPE OF SERVICES

3.1. The Company provides the following services (the "Services"):

- (a) exchange of EURW for USDC, executed via Uniswap V3 protocol on the Monad blockchain ("Swap");
- (b) custody and administration of EURW and USDC on behalf of the Client in an Omnibus Wallet on the Monad blockchain, with individual Client balances tracked in the Company's internal ledger;
- (c) transfer of USDC on behalf of the Client to the Client's own verified External Wallet address on the Monad blockchain.

3.2. The Services are provided through the Platform. The Platform is operated solely for the submission and completion of Orders and for client identification in accordance with applicable laws.

3.3. The Services are available exclusively to existing clients of Newrails UAB who have: (i) completed KYB/KYC onboarding with Newrails UAB; (ii) hold an active IBAN and EURW account with Newrails UAB; and (iii) completed the supplementary USDC services questionnaire and accepted these Terms. The Company relies on the identification and verification performed by Newrails UAB pursuant to §11 of Act No. 253/2008 Coll. (AML Act).

3.4. The Services are intended for business clients. The Company does not provide Services to natural persons acting as consumers.

3.5. The following are explicitly outside the scope of the Services: external USDC deposits from third-party wallets; USDC transfers between platform users; reverse conversion of USDC to EURW; conversion of USDC to fiat currency; payment services; electronic

money issuance; investment services; deposit-taking; lending; staking; yield generation; investment advice; portfolio management; or tax advice. The Company is not a bank, an investment firm, an electronic money institution, or a payment institution. Virtual assets held by the Company on behalf of Clients are not covered by the Czech Deposit Insurance Fund or any other compensation scheme.

4. CLIENT ONBOARDING AND ACCOUNT OPENING

4.1. To use the Services, the Client must hold an active account with Newrails UAB, have completed the KYB/KYC process with Newrails UAB as described in Clause 3.3, complete a supplementary USDC services questionnaire at the time of activation, and accept these Terms and the Company's Privacy Policy and Beta Service Addendum via the consent mechanism on the Platform.

4.2. Access to the Services is not automatic. The Company's compliance team reviews each application before granting access. The Company may refuse to provide the Services if it is unable to complete satisfactory onboarding, if the Client is subject to international sanctions, or if there are reasonable grounds to suspect fraud, money laundering, or other unlawful conduct. The Company may request additional information or documentation at any time and may suspend access pending receipt.

4.3. The Client is responsible for the security of the account and must notify the Company without undue delay of any unauthorised access.

5. ORDERS AND SWAPS

5.1. Orders are submitted by the Client through the Platform. Each Order constitutes a binding offer to enter into the relevant transaction at the price and on the terms displayed at the moment of submission.

5.2. For EURW→USDC Swaps, the Company will request a quote from Uniswap V3 live pool on the Monad blockchain, apply the Company's fees as displayed to the Client prior to confirmation, and present the resulting quote. The quote is valid for 30 seconds, after which it is automatically refreshed. The Client must confirm the Order within the validity period.

5.3. Prices displayed on the Platform are indicative until the moment of execution. The final exchange rate is determined at execution via Uniswap V3 live pool rates. The Client acknowledges that pool rates may fluctuate and that the final settlement value may differ from the indicative price.

5.4. Once executed, a transaction is final and irreversible. Virtual asset transactions on the Monad blockchain cannot be reversed or cancelled once confirmed on-chain. The Client is responsible for the accuracy of all transaction details. The Company is not liable for losses arising from incorrect Client instructions.

5.5. The Company may refuse or delay an Order where: (i) the Order exceeds applicable limits; (ii) there are reasonable grounds to suspect fraud or unlawful activity; (iii) execution would breach applicable law, including AML or sanctions rules; (iv) the Client's destination wallet address has been flagged by the Company's blockchain analytics systems as high-risk or associated with sanctioned entities; or (v) market conditions or third-party service disruptions prevent execution. Where the Company refuses to execute an Order, it shall notify the Client without undue delay and, where permitted by law, provide the reason for refusal.

5.6. The Company is subject to Regulation (EU) 2023/1113 (Transfer of Funds Regulation). The Client must verify ownership of any External Wallet address prior to withdrawal via the proof of ownership procedure on the Platform.

6. CUSTODY OF VIRTUAL ASSETS

6.1. Where the Company holds USDC on behalf of the Client, such USDC is held in an Omnibus Wallet on the Monad blockchain. The Company also holds EURW on behalf of Clients pending conversion to USDC. Individual Client balances are tracked in the Company's internal ledger.

6.2. Ownership. Virtual assets credited to the Client's account remain the property of the Client at all times. The Company holds such assets on behalf of and for the account of the Client. The Company shall not use the Client's virtual assets for its own account or for the account of any other person.

6.3. Omnibus Wallet structure. The Company maintains virtual assets attributable to multiple Clients in one or more pooled Omnibus Wallet addresses on the Monad blockchain. Individual Clients are not allocated separate on-chain wallet addresses for custody purposes. The Client acknowledges that its individual balance is not separately identifiable on-chain; identification and attribution of Client entitlements is maintained exclusively through the Company's internal records.

6.4. Book-entry segregation. Although virtual assets held on behalf of Clients are commingled on-chain in the Omnibus Wallet, the Company shall at all times maintain internal ledger records that: (a) clearly identify the quantity of virtual assets attributable to each Client; (b) distinguish Client assets from the Company's own assets; (c) are reconciled with the on-chain balance of each Omnibus Wallet on a regular basis; and (d) are sufficient to determine at any time the precise entitlement of each Client.

6.5. The Company maintains strict administrative and technical separation between Client assets and the Company's own assets. The Company shall not hold its own virtual assets in the same Omnibus Wallet addresses used for Client assets.

6.6. Protection in insolvency. In the event of the Company's insolvency, the Client's entitlement to virtual assets held in the Omnibus Wallet shall be determined by reference to the Company's internal records. Virtual assets held in Omnibus Wallets on behalf of Clients are treated as client assets and are not available to satisfy the claims of the Company's general creditors.

6.7. Omnibus Wallet shortfall. In the event that the aggregate on-chain balance of an Omnibus Wallet is, for any reason, less than the aggregate of all Client entitlements recorded in the Company's internal records (a "Shortfall"), the Company shall: (a) use all reasonable efforts to restore the Omnibus Wallet balance; (b) in the interim, allocate the available assets to Clients on a pro rata basis in proportion to their respective entitlements, unless a court or competent authority directs otherwise. The Company shall bear the risk of any Shortfall attributable to the Company's own acts or omissions.

6.8. Liability for loss. The Company shall be liable for any loss of virtual assets held in an Omnibus Wallet that arises from a malfunction or failure of the Company's information and communication technology systems, including loss of the Company's cryptographic keys, except where such failure is attributable to force majeure. The Company's liability shall be limited in accordance with Section 13.

6.9. USDC withdrawals. The Client may withdraw USDC exclusively to an External Wallet address on the Monad blockchain that has been verified as belonging to the Client through the proof of ownership procedure on the Platform. The Client must sign a message with the private key of the submitted wallet address to verify ownership. Withdrawals to third-party addresses are not permitted.

6.10. The Company does not hold fiat currency on behalf of Clients. Fiat balances are held exclusively by Newrails UAB as the licensed electronic money institution.

7. FEES

7.1. For EURW→USDC Swaps, fees consist of a fixed transaction fee and a markup applied to the Uniswap V3 pool rate, both displayed to the Client prior to confirmation of each Order. The Client agrees to pay the applicable fees by authorising the Order.

7.2. The Company may amend its fees from time to time. Amendments will be notified to the Client at least 30 days prior to the effective date.

7.3. The Client is solely responsible for any taxes, duties, or levies arising from transactions or holdings of virtual assets. The Company does not provide tax advice.

8. RISK ACKNOWLEDGEMENT

8.1. The Client acknowledges and understands that virtual assets are subject to high price volatility and that transactions may result in significant loss of value.

8.2. The Client further acknowledges the following risks:

(a) Regulatory risk. The Company is not authorised under MiCA and the Services are not covered by any deposit, investor, or crypto-asset compensation scheme. The regulatory treatment of virtual assets may change and may restrict, suspend, or terminate the Company's ability to provide the Services.

(b) DLT and network risk. Virtual asset transactions depend on the Monad blockchain network. The network may experience congestion, technical failures, protocol upgrades, forks, or other events that may delay or disrupt transactions. The Company has no control over the Monad network and cannot guarantee its continuous availability.

(c) Irreversibility. On-chain transactions on the Monad blockchain are final and irreversible once confirmed. Unlike traditional payment transactions, virtual asset transfers cannot be reversed or recalled by the Company or any third party.

(d) Smart contract risk. The use of Uniswap V3 involves interaction with smart contracts deployed on the Monad blockchain. Despite security measures, smart contracts may contain vulnerabilities that could affect the execution of Swaps.

(e) DEX and liquidity risk. EURW→USDC Swaps are executed via Uniswap V3, a decentralised exchange protocol. Liquidity in the EURW/USDC pool may be limited, resulting in price impact or partial execution. The Company has no control over pool liquidity.

(f) Omnibus Wallet risk. Virtual assets held in custody are maintained in pooled Omnibus Wallets, not in individually segregated on-chain addresses. In the event of a security breach or loss of cryptographic keys affecting an Omnibus Wallet, all Clients whose assets are held in that wallet may be affected.

(g) External Wallet risk. Once USDC has been transferred to the Client's External Wallet, the security of such assets depends entirely on the Client's safeguarding of private keys and access credentials. Loss of private keys results in permanent loss of access to the assets.

(h) Wind-down risk. The Company currently operates under a transitional regime pending its MiCA licence application. Should the Services be discontinued, the Client will be notified in advance and will have the opportunity to withdraw all virtual assets. Please refer to Section 11 for details.

9. AML AND SANCTIONS COMPLIANCE

9.1. The Client undertakes not to use the Services for any unlawful purpose, including money laundering, terrorist financing, sanctions evasion, market manipulation, or any other activity prohibited by applicable law.

9.2. The Client confirms that: (i) it is not subject to international, EU, UN, OFAC, or Czech national sanctions; (ii) the funds and virtual assets used in connection with the Services are not derived from criminal activity; and (iii) all information provided to the Company is accurate and complete.

9.3. The Company is subject to Act No. 253/2008 Coll. (AML Act) and is required to report suspicious transactions to the Czech Financial Analytical Office (FAU). The Company may suspend or refuse transactions and may report the Client to competent authorities without prior notice where required by law.

9.4. All External Wallet addresses submitted by the Client for USDC withdrawals are subject to blockchain analytics screening prior to execution. Transfers to addresses associated with sanctioned entities will be refused. Transfers to addresses flagged as high-risk are subject to additional review and may be refused or delayed.

9.5. The Company may, at any time, request additional information or documentation from the Client for AML/CFT compliance purposes. The Client shall provide such information without undue delay. Failure to do so may result in suspension or termination of the Services.

10. SUSPENSION AND TERMINATION

10.1. The Company may suspend access to the Services or the provision of specific transactions, in whole or in part, without prior notice, where: (i) there are reasonable grounds to suspect breach of these Terms, fraud, or unlawful conduct; (ii) suspension is required by law or by order of a competent authority; (iii) there is a security incident or technical issue; (iv) the Client's wallet address or transaction has been flagged by the Company's blockchain analytics systems; or (v) the Client fails to provide information requested under Clause 9.5.

10.2. The Company may terminate the contract with immediate effect where the Client has materially breached these Terms, is subject to international sanctions, or where continued provision of the Services would breach applicable law.

10.3. The Client may terminate the contract at any time by written notice to the Company, subject to withdrawal of all remaining virtual assets and completion of any required AML and sanctions checks.

10.4. The Company may terminate the contract for any reason by giving the Client at least 30 days' prior written notice. Upon termination, the Client shall have at least 30 days to withdraw any remaining virtual assets. If the Client fails to provide valid

instructions within this period, the Company shall hold the assets in accordance with applicable law and return them promptly upon the Client's request, subject to proper identification.

11. WIND-DOWN AND REGULATORY TRANSITION

11.1. The Client acknowledges that the Company operates under the transitional regime described in Clause 1.2 pending the outcome of its MiCA licence application.

11.2. Prior to or upon expiry of the transitional regime, the Company may, at its sole discretion: (i) continue to provide the Services if and to the extent it obtains a MiCA authorisation; (ii) restrict the scope of the Services to those it remains permitted to provide; (iii) transfer the contractual relationship to an affiliated or third-party entity duly authorised to provide equivalent services under applicable law, subject to the Client's right to refuse such transfer; or (iv) cease the provision of the Services and wind down the contractual relationship.

11.3. In the event of a wind-down under Clause 11.2(iv), the Company will:

- (a) notify Clients of the planned cessation date through the Platform and by email as soon as reasonably practicable;
- (b) provide instructions for the withdrawal of virtual assets to the Client's own External Wallet;
- (c) cease accepting new Orders after the date specified in the wind-down notice;
- (d) deal with any virtual assets not withdrawn within the notified period in accordance with applicable law.

11.4. The Client is entitled, during the wind-down period, to terminate the contract with immediate effect and to request the withdrawal of all virtual assets held by the Company.

11.5. The Company is not liable for losses resulting from market price movements during the wind-down period or from the Client's failure to withdraw assets within the notified period.

12. INTELLECTUAL PROPERTY

12.1. The Newrails brand and associated trademarks are owned by Newrails UAB and are used by the Company under a brand licence agreement. All intellectual property rights in the Platform, including software, design, and content, are owned by Newrails UAB, the Company, or their respective licensors.

12.2. The Client receives only a limited, non-exclusive, non-transferable, revocable licence to use the Platform for the purpose of receiving the Services. The Client must not copy, modify, reverse-engineer, or distribute any part of the Platform, save as permitted by mandatory law.

13. LIABILITY

13.1. The Company provides the Services with reasonable professional care but does not warrant uninterrupted, error-free, or secure operation of the Platform.

13.2. To the maximum extent permitted by law, the Company is not liable for losses arising from: (i) market price fluctuations or pool rate movements on Uniswap V3; (ii) Monad blockchain network failures, congestion, smart contract errors, or protocol changes; (iii) the Client's incorrect Order details or wallet addresses; (iv) unauthorised access to the Client's account caused by the Client's failure to safeguard credentials; (v) acts or omissions of third-party service providers including the Uniswap V3 protocol; (vi) the Client's use of virtual assets outside the Platform, including on decentralised applications, protocols, or smart contracts not operated or endorsed by the Company; (vii) indirect, consequential, or special damages, including loss of profit.

13.3. The Company shall not be liable for losses arising from the Company's compliance with applicable law, including the execution of orders or instructions of competent authorities, courts, or regulatory bodies, or the Company's fulfilment of its AML/CFT or sanctions obligations.

13.4. Nothing in these Terms excludes or limits liability for damage caused intentionally or by gross negligence, or for any liability which cannot be excluded under mandatory law.

13.5. The Company's aggregate liability arising under or in connection with the contract is limited, to the maximum extent permitted by law, to the fees paid by the Client to the Company in the 12 months preceding the event giving rise to the claim.

14. DATA PROTECTION

14.1. The Company processes personal data as a data controller in accordance with Regulation (EU) 2016/679 (GDPR) and Act No. 110/2019 Coll., as set out in the Privacy Policy of NexNurture s.r.o. accessible at <https://www.newrails.xyz/en/legal/onchain-fx-privacy>. By using the Services, the Client acknowledges having read the Privacy Policy.

14.2. The Company shares client data with Newrails UAB under a Data Sharing Agreement for the purpose of KYC/AML compliance and the provision of shared compliance services. The Client acknowledges and consents to such data sharing.

14.3. The Client confirms that any personal data it provides to the Company has been collected and transferred in compliance with applicable data protection law.

15. CONFIDENTIALITY

15.1. Each Party shall keep confidential all non-public information received from the other Party and shall not disclose it to third parties, except: (a) to the extent required by applicable law, a competent authority, or a court order; (b) to employees, agents, or service providers who need access to perform their obligations, provided they are bound by equivalent confidentiality obligations; or (c) with the prior written consent of the other Party.

15.2. The obligations under this Section shall survive termination of the Agreement for five years, subject to any longer retention periods required by applicable law.

16. COMMUNICATIONS AND AMENDMENTS

16.1. The Company communicates with the Client through the Platform, by email, or by other electronic means. The Client is responsible for keeping contact details up to date.

16.2. The Company may amend these Terms from time to time. Amendments will be notified at least 30 days prior to their effective date. If the Client does not agree with the amendment, the Client is entitled to terminate the contract before the effective date.

Continued use of the Services after the effective date constitutes acceptance of the amendment.

16.3. Amendments required by applicable law or a binding decision of a competent authority may take effect immediately or within the timeframe prescribed by such law or decision.

17. COMPLAINTS

17.1. Complaints may be submitted by email cz.complaints@newrails.xyz or by post to the registered seat of the Company. The complaint should include the Client's identification, a description of the complaint, the relevant transaction, and the desired remedy.

17.2. The Company will acknowledge receipt of the complaint within 5 business days and resolve it within 30 days of receipt. In particularly complex cases, this period may be extended by a further period not exceeding 30 days.

18. GOVERNING LAW AND JURISDICTION

18.1. These Terms and any non-contractual obligations arising from them are governed by the laws of the Czech Republic.

18.2. The courts of the Czech Republic have exclusive jurisdiction over any dispute arising from these Terms.

18.3. The Parties shall attempt to resolve any dispute by negotiation before initiating formal proceedings.

19. FINAL PROVISIONS

19.1. The Client may not assign any rights or obligations under the contract without the prior written consent of the Company. The Company may assign or transfer rights and obligations, in particular in connection with the regulatory transition described in Section 11.

19.2. If any provision of these Terms is invalid or unenforceable, the remaining provisions remain in full force and effect.

19.3. These Terms are available in English. The English version prevails.

19.4. These Terms are effective as of the date stated above and supersede any prior terms relating to the same subject matter.

19.5. Force majeure. Neither Party shall be liable for delays or failures in performance caused by events outside its reasonable control, including fire, flood, cyberattacks, network failures, government actions, or other circumstances of force majeure. If such circumstances last for more than 3 months, either Party may terminate the Agreement immediately upon written notice.

NexNurture s.r.o., operating as Newrails

IČO: 222 98 126 | Registered seat: Rohanské nábřeží 678/23, Karlín, 186 00 Praha 8

Registered in the Commercial Register, Municipal Court in Prague, Section C, File 414162

VASP trade authorisation: provision of services related to virtual assets

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