This is a User Agreement between …………….. (also referred to herein as “Investor,” “User” or “Customer”) with offices based in …………….. and ……………………….. a …………………on this date ……………….., 2023. This User Agreement ("Agreement" or “User Agreement”) governs your use of the services provided by ………………………. described below and such other services that may be offered by ……………………………. from time to time ("Services”).

The investment in ………………………….. will be used for two purposes. First, the services of facilitating the exchange of fiat currency USD to cryptocurrency USDT. Second is the purpose of purchasing large quantities of cryptocurrencies at a contracted discount to market price. It’s procedures for that transaction are as follows – a) the investor agrees to place an initial investment of USD, or USD converted into USDT,  with ……………………., a licensed Escrow Attorney recommended by ………………………. based in California b) the investor authorizes ………………….. to receive digital currency (BTC) from a private seller for the sole purpose of Arbitrage trading with a Cryptocurrency Exchange (“the Exchange”), c) Upon confirmation of receipt of BTC, ……………………………. will trade the digital assets with the exchange and then settle all funds received from the exchange in USDT to all parties less fees  d) On a daily basis after all trading transactions are completed, ………………….. will settle net profits of the trades to an identified Wallet provided by the investor. Once the allotment of digital assets has been traded per the tranche schedule in the Sales and Purchase Agreement and/or Escrow Agreement – the investor may then convert digital assets into USD and withdraw all funds initially sent to the Escrow Attorney.

No Investment Advice or Brokerage: For the avoidance of doubt, ……………………. does not provide investment, tax, or legal advice, and the customer is solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for the customer based on its own personal investment objectives, financial circumstances, and risk tolerance. ……………………… may provide educational information about buying and selling of Bitcoin (BTC) but ……………………………. will not be held responsible for the decisions the customer makes to buy, sell, or hold BTC based on the information provided by …………………… LLC.

Acknowledgement of Risk: As with any asset, the value of Digital Assets can increase or decrease and there can be a substantial risk that the customer can lose money buying, selling, holding, or investing in Digital Assets.

…………………………… is not registered with the U.S. Securities and Exchange Commission and does not offer securities services in the United States or to U.S. persons.  The customer acknowledges that Digital Assets are not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.

1.1. Consent to Access, Processing and Storage of Your Personal Data &Identity Verification. During registration for your account with ………………………., or at any other time deemed necessary by ……………………………………………., the customer agrees to provide us with the information we request for the purposes of identity verification, providing Crypto arbitrage trading services to the customer, and the detection of money laundering, terrorist financing, fraud, or any other financial crimes and permit us to keep a record of such information. The information we request may include certain personal information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification, and information regarding your bank account (such as the name of the bank, the account type, routing number, and account number)

1.2 Control and Customer Instructions. The customer controls the Digital Assets held in its Digital Asset Wallet once ………………………………… settles those transactions daily. It is the responsibility of the customer to convert those digital assets into fiat currency if desired by the customer. ………………………………. is not required to convert those digital assets. ………………………… aid and refer the customer to an appropriate exchange that can convert crypto to fiat currency.

1.3 Fees. By using …………………………….., you agree to pay all negotiated applicable fees based on the service provided. We will also notify you of the final price of each transaction, inclusive of pricing and fees and can provide a settlement report to the customer if requested. The customer is responsible for paying any additional fees charged by your financial service provider or exchange to convert crypto assets to fiat currency.

1.4 Revocation. When the investor gives us instructions to proceed with purchasing cryptocurrencies, the investor cannot withdraw consent to that purchase unless the purchase is not scheduled to occur until a future date.

1.5. Reversals & Cancellations. Furthermore, the investor cannot cancel, reverse, or change any transaction marked as complete or pending.

1.6 Pending Transactions. Once a Digital Asset Transfer is submitted to a Digital Asset network, the transaction will be unconfirmed and remain in a pending state for a period sufficient to allow confirmation of the transaction by the Digital Asset network. A Digital Asset Transfer is not complete while it is in a pending state.

1.7. Computer Viruses. …………………………….. shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software.

1.8. Taxes. The tax treatment of Digital Asset transactions is uncertain, and it is your responsibility to determine what taxes, if any, arise from transactions using services provided by …………………………… and the exchange under this Agreement. The customer is solely responsible for reporting and paying any applicable taxes arising from transactions using our services, and acknowledges that ……………………………….. does not provide investment, legal, or tax advice governing these transactions. The customer should conduct their own due diligence and consult its own tax advisors before making any decisions with respect to Digital Asset transactions.

1.9. Release of …………………………… ; Indemnification. If you have a dispute with one or more representatives of ……………………………, you release …………………………, its affiliates and service providers, and each of their respective officers, directors, agents, joint venturers, employees, and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes. You agree to indemnify and hold ……………………………, its affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

1.10. Limitation of Liability; No Warranty. IN NO EVENT SHALL …………………………………, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (I) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL ASSETS ASSOCIATED WITH YOUR DIGITAL ASSET WALLET AT THE TIME OF THE EVENT OR CIRCUMSTANCE GIVING RISE TO YOUR CLAIM OR (II) FOR ANY LOST PROFITS, LOSS OF GOODWILL OR REPUTATION, LOSS OF DATA, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF …………………….. HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF ……………………………….. GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT …………………………. FAILED TO PROCESS A TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE LESSER OF THE VALUE OF THE SUPPORTED DIGITAL ASSETS AT ISSUE IN THE TRANSACTION OR THE TOTAL VALUE OF THE SUPPORTED DIGITAL ASSETS ASSOCIATED WITH YOUR DIGITAL ASSET WALLET, AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ​OR ANY DAMAGES ARISING OUT OF OR RELATING TO DIGITAL ASSETS THAT ARE NOT SUPPORTED DIGITAL ASSETS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU THE CUSTOMER.

1.11. Governing Law. You agree that the laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any Dispute, except to the extent governed by federal law.

1.12. Force Majeure. ……………………. shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, pandemic, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions**.**

1.13 – Term of Agreement – For purposes of Fiat to Crypto exchanging services the term of this agreement is 6 months, with renewal of 6 months upon agreed consent of both parties. For purposes of purchasing large quantities of discounted Bitcoin, the term of this agreement is based on the number of coins to be purchased as outlined in the Sales and Purchase Agreement (SPA) for the purchase of discounted BTC. Every effort will be made to complete as many trades as possible per day to satisfy the terms of the seller’s tranche schedule. Once all coins are sold and accounted for, the agreement for this purpose may conclude once the final settlement is paid out to the customer.  The customer and Huddle Hotspot reserve the right to renew this agreement at any time.

Customer Signature

Signature :

Date: ../../….

Accepted By

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: ../../….