

Socios Europe Services Limited

Non-discriminatory Commercial Policy

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About this document

This Non-Discriminatory Commercial Policy (the “**Policy**”) establishes Socios Europe Services Limited (“**SES**” or the “**Company**”)’s commitment to fair, transparent, and non-discriminatory commercial practices in the provision of crypto-asset services, in compliance with:

- The Markets in Crypto-Asset Regulation (Regulation (EU) 2023/1114) (“**MiCA**”);
- Regulatory Technical Standards (“**RTS**”) and guidelines published by the European Securities and Markets Authority (“**ESMA**”) and the European Banking Authority (“**EBA**”) detailing fair access, pricing, and internal controls for Crypto-Asset Service Providers (“**CASPs**”);
- Any national laws or guidance implementing or expanding upon MiCA’s requirements.

SES is an entity authorized as a CASP by the Malta Financial Services Authority (“**MFSA**”) under MiCA to provide the services of custody and administration of crypto-assets on behalf of clients, transfer services on behalf of clients, exchange of crypto-assets for funds and placing of crypto-assets.

The Policy also outlines the types of clients the Company agrees to transact with and the conditions that must be met by these clients. Additionally, the Policy establishes transparent pricing mechanisms, execution of client orders, and disclosure of transaction information in compliance with regulatory requirements.

Revision History

Version	Date	Author	Description of Change
1.0	01-10-2025	Legal Department	Initial Release

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1. Scope

This Policy applies to:

- All crypto-assets, as defined under point 5 of Article 3 of MiCA, for which the Company provides regulated crypto-asset services;
- All crypto-asset services, as defined under point 16 of Article 3 of MiCA, provided by the Company, including custody and administration, transfer, exchange for funds, and placing of crypto-assets;
- All personnel, including directors, officers, employees, contractors, and any others acting on the Company's behalf.
- All clients, counterparties, or prospective users interacting with the Company's services or products.

2. Definitions

For this Policy, the following definitions apply:

- **Client** means any natural or legal person to whom the Company provides crypto-asset services;
- **Custody and administration of crypto-assets** (hereinafter referred to as "custody service") means the safekeeping or controlling, on behalf of clients, of crypto-assets or of the means of access to such crypto-assets, where applicable in the form of private cryptographic keys;
- **Exchange of crypto-assets for funds** (hereinafter referred to as "exchange service" or "CHZ Top-Up") means the conclusion of purchase or sale contracts concerning crypto-assets with clients for funds by using proprietary capital;
- **Placing of crypto-assets** (hereinafter referred to as "placing service") means the marketing, on behalf of or for the account of the offeror or a party related to the offeror, of crypto-assets to purchasers;
- **Transfer services for crypto-assets** (hereinafter referred to as "transfer service") means providing services of transfer, on behalf of a natural or

legal person, of crypto-assets from one distributed ledger address or account to another.

All other definitions shall be understood as per the definition attributed to them under MiCA and other applicable laws and regulations.

3. Type of Clients and Conditions

3.1 Type of Clients

The Company agrees to provide services to two types of clients:

- **Natural persons** (individuals) under the conditions described in this section;
- **Legal persons** (businesses) who form part of the same group of entities as the Company ("**Affiliates**") including Intra-Group Issuers under the terms of the Company's Conflict of Interest Policy ("**Intra-Group Issuers**").

The provision of crypto-assets services by SES to legal persons is strictly limited to Intra-Group Issuers and Affiliates. When providing services to Intra-Group Issuers, the scope of services provided by the Company is limited to the custody and placing services, as further described under the Conflict of Interest Policy that the Company made public on its website. Exchange service is solely provided to Clients who are natural persons.

The Company agrees to provide crypto-asset services only to natural persons (individuals) who are onboarded on the Socios.com platform (the "**Platform**"), comply with the Platform's Terms and Conditions, and with whom the Company establishes an ongoing business relationship. The Company will not provide services for Clients who have not accepted contractual terms.

Where the Client is no longer eligible to receive the provision of crypto-asset services by the Company, the Company shall stop providing any crypto-asset services to the Client. This includes situations where the Client has breached the Platform's Terms and Conditions, in consequence to which the Company may decide to terminate the business relationship.

3.2 Denial of Service

Any denial of a service (such as the refusal to open an account or allow the exchange of crypto-assets against funds) by the Company must be based on clear, objective criteria, including, but not limited to, regulatory restrictions, AML/CFT risk, or client creditworthiness,.

Clients will only be able to make use of the Company's services once they have successfully satisfied all onboarding and associated due diligence requirements. Customers shall be denied access to the Company's services In the event that the Company has reasonable grounds to suspect that the Client is in breach of the Company's AML policies and procedure, due diligence requirements and/or the relevant Platform terms and conditions.

Additionally, a Client shall not engage in any conduct which:

- is in breach of MiCA or any other regulatory requirement;
- is in breach of any requirement under any general terms and conditions agreement on the Platform;
- is likely to damage the fairness, reputation or integrity of the Company;
- is in breach of this Policy.

4. Clients Onboarding

To transact with the Company, Clients must meet the conditions described in this section.

4.1 Compliance with KYC Requirements and AML/CFT Regulations

Clients must undergo a thorough Know Your Customer (“**KYC**”) and Anti-Money Laundering (“**AML**”) verification process as per applicable regulatory requirements. For information regarding an onboarding procedure, Clients can contact the Company Customer Support team via any means of communication available on the Platform.

4.2 Compliance with Sanctions

The Company has zero risk appetite for, and thus shall not engage into business relationships with, sanctioned Clients, or transactions that are related to countries, persons or activities subject to national and/or international sanctions, regardless of transaction amount or other business aspects.

4.3 Illegal activities

The Company has zero risk appetite for and thus shall not engage in business relationships with Clients who are or were engaged (while performing individual activities) in illegal activities, including activities related to organized crime, drugs, weapons, money-laundering, terrorist financing, production and distribution of pornographic material on the internet, organization of illegal gambling and betting, illegal investment activities, or any other behavior that may constitute a criminal offence under applicable national laws.

4.4 Legal Capacity

Clients must have the legal capacity to enter into transactions as per applicable laws and regulations and in accordance with the Platform's Terms and Conditions, including but not limited to:

- Clients must be 18 years old or older;
- Clients must not act on behalf of any third party.

4.5 Acceptance of Terms

Clients must agree to and abide by any Terms and Conditions made available by the Company on the Platform and applicable to the provision of crypto-asset services to Clients.

5. Pricing and Exchange Conditions

If the Company agrees to provide exchange service to a Client, then the Company shall provide the same price to other Clients, subject to the limits and restrictions set out below. The Company shall not unfairly favor one group of Clients over another, particularly on grounds unrelated to commercial or compliance considerations.

5.1 Price Transparency

When a Client decides to purchase crypto-assets from the Company via the CHZ Top-Up available on the Platform, the Company displays a firm price for the crypto-asset ("Request for Quote") and guarantees this price for a (configurable) amount of time so the Client has time to complete the

purchase process (selection of the amount of crypto-assets, payment method and input of payment details). The firm price displayed on the Platform is calculated through the conversion rate for CHZ, which is obtained from an external source and cannot be manually changed.

Once the Client proceeds and initiates the payment provider's journey to confirm the payment, the timer is not relevant as the Company does not control the duration of the payment flow with the external payment providers. During the payment provider's journey, the Client may go through additional provider-dependent screens (e.g. 3DS validation for credit/debit cards, account login on Paypal).

The final Review Screen displays the full amount the Client will expect to receive before being charged by the payment provider. After completion of the payment journey, the Client accesses a summary page with the status of the transaction. Once successfully completed, the Client receives an email with the details of the transaction.

The Company will conclude an exchange transaction with the Client with respect to the firm price, in size requested by the Client, giving priority to the Client that requested that exchange transaction on a first-come-first-serve basis.

There are no general purchase limits for Clients wishing to acquire crypto-assets from the Company, however, relevant AML/KYC thresholds apply in compliance with existing KYC and AML requirements under applicable laws.

5.2 Price and Service Adjustment

The Company is committed to provide exchange service at the firm price displayed on the Platform; however, the firm price displayed on the Platform can change anytime due to external circumstances, including where the firm

price significantly deviates from the current fair market price due to market conditions. In any case, the conversion rate, obtained from an external source, and the firm price resulting from this conversion rate, cannot be manually changed.

The Company may withdraw prices displayed on the Platform in exceptional circumstances, such as where there has been human or technical error in price publication or price capture tools causing an incorrect quote to be displayed. The Company may at all times and without restrictions withdraw prices when the market prices move heavily during the Request for Quote acceptance period.

The Company may at any time and in any case restrict its commitment for any crypto-assets and/or crypto-assets services without prior notice. This includes the right to remove any crypto-assets for purchase from Clients on the Platform or to generally stop the service. The Company is in no case required to offer these services on an ongoing basis. Additionally, if the Platform is down due to technical errors or overload, no offers for exchange can be accepted. Clients have no right to access the Platform at any time.

5.3 Fees Disclosure

The Company shall provide Clients with a clear fee schedule, including information on commissions or any other charges. Any additional fee, margin, or surcharge must be explicitly disclosed to the Client before the Client initiates the payment provider's journey and the transaction is processed.

6. General Provisions

6.1 Marketing Communications

All promotional materials and client-facing documentation, including any marketing communication or any information publicly available on the Company's website, must accurately reflect the Company's fees and terms in accordance with this Policy.

6.2 Complaints

The Company has established a Complaint Management Policy and shall maintain transparent complaint handling procedures. Clients who believe they have been discriminated against can file a complaint, and the Company must investigate promptly and document its findings.

6.3 Conflict of Interest

The Company has established a Conflict of Interest Policy, in terms of which the Company publicly discloses any conflict of interest that could affect the fairness or objectivity of its commercial terms..

If a conflict cannot be fully managed or avoided, the Company shall adopt objective measures (e.g., information barriers, standardized pricing models) to ensure other Clients are not unfairly disadvantaged.

7. Final Provisions

7.1 Applicability

This Policy enters into force upon its approval by the Board of Directors and is valid for an indefinite period unless the Board of Directors prescribes a different date for the Policy coming into effect. The Company's Board of

Directors is responsible for the approval, implementation, and control of this Policy.

7.2 Review

This Policy is reviewed on an annual basis or where there is a material change by the Policy Owner. Any modifications and amendments to the Policy shall be made in writing and become effective once approved by the Board of Directors.