



Client Agreement

Version: January 2026



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1. INTRODUCTION

1.1. NAGA X Ltd ("NAGA", the "Company", "we" or "us") is a company incorporated in the Republic of Cyprus, registered with the Registrar of Companies under number HE 424746, with Legal Entity Identifier 984500DCB2AF415E5Y71. The Company is authorised by the Cyprus Securities and Exchange Commission ("CySEC") as a Crypto-Asset Service Provider ("CASP") under Regulation (EU) 2023/1114 on markets in crypto-assets ("MiCA"), with CASP number 009/23.

1.2. Company details:

Item	Details
Registered office	Agias Zonis 11, 3027 Limassol, Cyprus
Website	https://nagax.com/eu
General support	support@nagax.com
Complaints	complaints@nagax.com
Competent authority	Cyprus Securities and Exchange Commission– www.cysec.gov.cy

1.3. This Client Agreement (the "Agreement") is concluded between the Company and the person who opens an account with the Company (the "Client" or "you"). It sets out the terms on which the Company provides crypto-asset services to you.

1.4. This Agreement is available in English and in the other languages in which the Company communicates with clients. Where there is any inconsistency between language versions, the English version prevails, to the extent permitted by applicable law.

2. DEFINITIONS

2.1. In this Agreement:

- **"Account"** means the Client's account with the Company, through which the Client accesses the Services and in which the Client's crypto-assets and funds are recorded.
- **"Applicable Law"** means MiCA, its delegated and implementing regulations, Regulation (EU) 2023/1113, the Cyprus Prevention and Suppression of Money Laundering and Terrorist Financing Law of 2007 (Law 188(I)/2007), CySEC directives and circulars, and any other law or regulation that applies to the Company or the Services.
- **"Business Day"** means a day other than a Saturday, Sunday or public holiday in Cyprus.
- **"Crypto-asset"** has the meaning given in Article 3(1)(5) of MiCA.
- **"Durable Medium"** means any instrument that allows information addressed personally to the Client to be stored and reproduced unchanged, including email and the secure area of the Platform.
- **"Funds"** means banknotes, coins, scriptural money and electronic money, as defined in Applicable Law.
- **"Platform"** means the Company's website at <https://nagax.com/eu>, mobile applications and any other electronic system through which the Company provides the Services.
- **"Self-hosted Address"** means a distributed ledger address not linked to a CASP or to an entity established outside the Union providing similar services.
- **"Services"** means the crypto-asset services described in clause 5.
- **"Travel Rule"** means the obligations under Regulation (EU) 2023/1113 to collect, verify, transmit and retain information on the originator and beneficiary of a transfer of crypto-assets.



- **"Website Policies"** means the documents published on the Platform that form part of this Agreement, as listed in clause 3.3.

3. SCOPE AND DOCUMENTS FORMING THE AGREEMENT

3.1. By accepting this Agreement, the Client enters into a legally binding agreement with the Company. The Client should read this Agreement and the Website Policies carefully before opening an Account.

3.2. The Company provides the Services only to retail clients resident in Member States of the European Union and the European Economic Area in which the Company is entitled to provide services under MiCA. The Company does not accept clients who are resident in the United States of America, Canada or any other jurisdiction the Company designates as restricted on the Platform.

3.3. The following Website Policies form part of this Agreement, in the version published on the Platform from time to time: the Order Execution Policy, the Summary of the Custody and Administration Policy, the Conflicts of Interest Policy (summary), the Complaints Handling Policy, the Fee Schedule, the Transfer Services Information, the Risk Disclosure, the Privacy Policy and the AML/CFT Policy. Where there is any conflict between this Agreement and a Website Policy, this Agreement prevails unless the Website Policy expressly states otherwise.

3.4. The Client can request a copy of this Agreement and of any Website Policy, in electronic format and free of charge, at any time during the business relationship.

4. APPLICATION AND COMMENCEMENT

4.1. This Agreement commences when the Company notifies the Client that the Account has been activated. Activation takes place only after the Client has completed registration and the Company has completed its customer due diligence ("KYC") and any other checks required by Applicable Law and its internal procedures. No fee is charged for entering into this Agreement.

4.2. The Company will not provide any Service or carry out any transaction for the Client before the account-opening process is complete and the Client has accepted this Agreement. Before providing certain Services, the Company may ask the Client to give specific consent (for example, to the Order Execution Policy) or to complete an assessment (for example, a suitability assessment for portfolio management under clause 9).

4.3. By accepting this Agreement during online registration, the Client agrees that the Company may provide information by electronic means, including through the Platform and the Client's verified email address. The Client confirms having regular access to the internet. Providing an email address is treated as evidence of that access.

4.4. The Client represents and warrants, on acceptance of this Agreement and on each use of the Services, that the Client:

- is a natural person aged 18 or over, or above the age of legal capacity in the country of residence, whichever is higher;
- has full legal capacity and all rights and authority to enter into and perform this Agreement;
- acts on their own account and not on behalf of any third party;
- has provided information that is true, accurate, complete and up to date, and will notify the Company promptly of any change;
- is not a person subject to sanctions imposed by the United Nations, the European Union or the Republic of Cyprus; and
- will not use the Services for any unlawful purpose, including money laundering, terrorist financing, sanctions evasion or market abuse.



4.5. The Client is responsible for keeping access credentials, passwords, two-factor authentication devices and other security data secure and out of reach of other persons. The Company is not responsible for losses resulting from unauthorised access to the Account caused by the Client's failure to keep credentials secure, including access by minors or other persons with access to the Client's devices. The Client must notify the Company immediately at support@nagax.com , or through the Platform's live chat, of any suspected unauthorised access.

4.6. Unless clause 9 applies, the Company does not provide investment, legal or tax advice. Information on the Platform is for information and education only and is not a guarantee of profit or income.

5. SERVICES

5.1. Subject to this Agreement, the Company provides the following crypto-asset services under Article 3(1)(16) of MiCA:

Service	What it means for the Client
Custody and administration of crypto-assets on behalf of clients	The Company safekeeps the Client's crypto-assets, or the means of access to them, in wallets it controls (clause 6).
Exchange of crypto-assets for funds	The Client buys or sells crypto-assets against EUR or another supported currency.
Exchange of crypto-assets for other crypto-assets	The Client converts one supported crypto-asset into another.
Execution of orders for crypto-assets on behalf of clients	The Company concludes purchase or sale agreements on the Client's behalf, applying its Order Execution Policy (clause 7).
Reception and transmission of orders for crypto-assets	The Company receives the Client's orders and transmits them to a third party for execution (clause 7).
Transfer services for crypto-assets on behalf of clients	The Company transfers crypto-assets from the Client's Account to another distributed ledger address or account, and receives incoming transfers (clause 11).
Portfolio management of crypto-assets	Provided only as non-discretionary copy trading (clause 9).

5.2. The Company does not provide investment advice on crypto-assets, does not operate a trading platform for crypto-assets, does not offer leverage or margin, does not lend clients' crypto-assets and does not trade for its own account using clients' assets.

5.3. The list of supported crypto-assets, and the networks supported for each, is published on the Platform and may change. The Company may add or remove a crypto-asset in line with its internal listing procedures and will notify affected Clients in good time where a removal affects their holdings.

5.4. The Services are generally available 24 hours a day, 7 days a week under normal market conditions, except during scheduled maintenance or unscheduled outages. The Company may set limits on the number, frequency or value of transactions for all or specific crypto-assets or Services. Any limits are published on the Platform.

5.5. The Company provides the Services only in accordance with Applicable Law and its policies and procedures. The Company may refuse, suspend or restrict a Service or a transaction where it reasonably considers this necessary to comply with Applicable Law. Where the law prohibits the Company from giving a reason (for example, to avoid tipping off), the Company will not do so.



5.6. Where the Client also uses services of other NAGA Group companies, those services are provided by the relevant group company under its own terms and authorisation. This Agreement governs only the Services provided by NAGA X Ltd.

6. CUSTODY OF CRYPTO-ASSETS AND CLIENT FUNDS

6.1. Ownership. Crypto-assets held by the Company for the Client remain the Client's property at all times. They do not form part of the Company's estate and are legally segregated from the Company's own assets, including in the event of the Company's insolvency. The Company does not use the Client's crypto-assets for its own account.

6.2. Safekeeping. The Company holds clients' crypto-assets in wallets built on multi-party computation ("MPC") technology supplied by Fireblocks Ltd. Fireblocks provides the technology platform only: it has no access to private key material and cannot authorise transactions, and it is not a sub-custodian. The Company controls the key shares and uses a multi-party approval workflow, so that no single person can move assets alone.

6.3. Omnibus wallets and records. Clients' crypto-assets may be held in omnibus wallets used only for clients' assets. The Company records each Client's entitlement separately in its internal ledger, so that the crypto-assets belonging to each Client can be identified at any time, and reconciles on-chain balances with its records regularly.

6.4. Client funds. Where the Company holds Funds for the Client in connection with the Services, it places them by the end of the Business Day following receipt with a central bank or an EU-authorised credit institution, in accounts identified separately from those holding the Company's own funds. The Company does not use client funds for its own account.

6.5. Statements. The Company provides the Client, at least once every three months and at any time on request, with a statement by Durable Medium of the Client's positions, showing the crypto-assets held, their balance, their value and the transfers made during the period.

6.6. Rights attached to crypto-assets. The Company will facilitate the exercise of rights attached to the Client's crypto-assets. Where an event on the distributed ledger (such as a fork or airdrop) creates new crypto-assets or rights, the Company will record them to the Client in proportion to the Client's holdings, where it is technically and legally possible and safe to support them. The Company will inform the Client where it decides not to support a new crypto-asset.

6.7. Third parties. The Company may engage regulated third parties to support custody or payment services. It carries out due diligence on them, monitors them and remains responsible to the Client for the Services. The Client will be informed where third parties are used.

6.8. Liability for loss. In line with Article 75(8) of MiCA, the Company is liable to the Client for the loss of crypto-assets, or of the means of access to them, resulting from an incident attributable to the Company. The Company's liability is capped at the market value of the lost crypto-assets at the time the loss occurred. Incidents not attributable to the Company include events the Company demonstrates occurred independently of the provision of the Services or of its operations, such as a problem inherent in the operation of the distributed ledger that the Company does not control.

6.9. A copy of the full Custody and Administration Policy is available to the Client in electronic format on request.

7. ORDERS, EXECUTION AND EXCHANGE

7.1. Placing orders. The Client places orders electronically through the Platform by completing all required fields of the order form (amount, currency, crypto-asset, direction and order type). The Platform will not accept an incomplete order. Orders are checked for available balance, Travel Rule requirements and AML controls before transmission or execution.



7.2. Consent to the Order Execution Policy. Before the Company executes or transmits any order, the Client must give prior express consent to the Order Execution Policy. By accepting this Agreement and the Order Execution Policy on the Platform, the Client gives that consent.

7.3. Best execution. When executing orders on the Client's behalf, the Company takes all necessary steps to obtain the best possible result, taking into account price, costs, speed, likelihood of execution and settlement, size, nature, conditions of custody of the crypto-assets and any other relevant consideration. Where the Client gives a specific instruction, the Company will follow it, and this may prevent the Company from taking those steps for the elements of the order covered by the instruction.

7.4. Execution outside a trading platform. The Company acts on an agency basis and may transmit or execute the Client's orders with third-party liquidity providers rather than on a trading platform for crypto-assets. At the date of this Agreement, the Company's principal liquidity provider is Wintermute Trading Ltd (United Kingdom). **By accepting this Agreement, the Client gives prior express consent to the execution of orders outside a trading platform.** The Company receives no remuneration, discount or non-monetary benefit for routing orders to a particular venue or liquidity provider.

7.5. Exchange services. For exchanges of crypto-assets for funds or for other crypto-assets, the price is based on the price provided by the Company's liquidity provider, plus any spread or fee shown in the Fee Schedule. The Company shows the Client the price, or the method used to determine it, and any limits on the amount to be exchanged, before the Client confirms the transaction. Prices are applied without discrimination between clients, in accordance with the Company's non-discriminatory commercial policy.

7.6. Refusal of orders. The Company may refuse or not execute an order where: (a) essential details are missing or the order is ambiguous; (b) the Client has insufficient balance; (c) the order may constitute or contribute to market manipulation, insider dealing or money laundering; (d) the order may affect the integrity or orderly functioning of the market or the Platform; or (e) execution would breach Applicable Law. The Platform will inform the Client promptly where an order is refused.

7.7. Information on execution. The Company will, on the Client's request, demonstrate that it executed the Client's orders in accordance with the Order Execution Policy. The Company will notify the Client by Durable Medium of any material change to its execution arrangements or Order Execution Policy before the change takes effect.

8. FEES AND COSTS

8.1. All fees, charges and spreads that apply to the Services are set out in the Fee Schedule published on the Platform. These may include trading fees (on a maker/taker basis), conversion fees, spreads applied to the market price, and withdrawal fees reflecting network and operational costs. Holding crypto-assets in the Company's wallets carries no separate custody charge.

8.2. Before each transaction, the Platform shows the Client the total fees and costs payable. For transfers of crypto-assets, the Company shows separately the network (gas) fees charged by the relevant distributed ledger and its own fees.

8.3. The Company may change its fees by giving the Client notice in accordance with clause 15.

8.4. The Client is responsible for any taxes arising from the Client's use of the Services. The Company does not provide tax advice.

9. PORTFOLIO MANAGEMENT THROUGH COPY TRADING

9.1. The Company provides portfolio management only in the form of non-discretionary copy trading. The Client chooses whether to follow one or more strategy providers and sets the parameters (such as the amount allocated). Trades are then replicated automatically and proportionately in the Client's Account. The Company does not make investment decisions for the Client.



9.2. Before providing this Service, the Company will assess whether it is suitable for the Client, based on the Client's knowledge and experience of crypto-assets, investment objectives (including risk tolerance), financial situation (including ability to bear losses) and understanding of the risks. The Company will not provide the Service where it is not suitable, and the Company will review the assessment at least every two years.

9.3. The Client's results may differ from those of the strategy provider because of timing, market conditions, liquidity, order size, fees and execution factors. Past performance of a strategy provider is not a reliable indicator of future results. The Company gives no guarantee that copy trading will produce profits or prevent losses.

9.4. The Client may stop copying a strategy at any time through the Platform. Open positions replicated before the Client stops copying remain in the Account until the Client closes them.

10. CONFLICTS OF INTEREST

10.1. The Company maintains a Conflicts of Interest and Inducements Policy to identify, prevent, manage and disclose conflicts of interest between the Company, its shareholders, managers, employees, other NAGA Group companies and its clients, or between clients.

10.2. Where the Company's arrangements are not sufficient to ensure that the risk of damage to the Client's interests will be prevented, the Company will disclose the general nature and sources of the conflict, and the steps taken to mitigate it, to the Client by Durable Medium before providing the relevant Service. A summary of the policy is published on the Platform.

11. TRANSFER SERVICES

11.1. Initiating a transfer. The Client initiates a transfer of crypto-assets through the Platform by entering the destination address, the network, the crypto-asset and the amount, and by authenticating the instruction with the Client's credentials and two-factor authentication. The Client may withdraw an instruction only until the Company has submitted the transfer to the distributed ledger.

11.2. Information before and after a transfer. Before executing a transfer, the Company shows the Client: (a) a warning on whether and when the transfer will be irreversible; and (b) the charges payable, separating network (gas) fees from the Company's fees. After execution, the Company makes available, by Durable Medium and free of charge: the names of the originator and beneficiary, both addresses or account numbers, a transfer reference, the amount and type of crypto-asset, the value date and the charges applied.

11.3. Execution times. Cut-off times, maximum execution times, the networks supported for each crypto-asset and the estimated number of block confirmations needed for each network are published in the Transfer Services Information on the Platform.

11.4. Rejection, suspension or return. The Company may reject, suspend or return a transfer where required by Regulation (EU) 2023/1113, the applicable EBA Guidelines or its risk-based procedures, including where Travel Rule information is missing or incomplete, where the destination or source address is linked to sanctioned persons or illicit activity, or where the Company considers the address belongs to a third party not identified to it. The Company will tell the Client the reason (unless the law prohibits this), how the issue can be remedied, and any charges incurred and whether they are refundable.

11.5. Irreversibility. Transfers on a distributed ledger generally cannot be reversed once confirmed. The Client is responsible for entering the correct address and network. The Company is not liable for losses caused by an incorrect address or network entered by the Client.

11.6. Unauthorised or incorrect transfers. The Client must notify the Company without undue delay, on becoming aware of an unauthorised or incorrectly executed transfer. The Company is liable for unauthorised or incorrectly executed transfers attributable to it, up to the market value of the crypto-assets concerned at the time of the transfer.



11.7. Security notifications. In the event of suspected or actual fraud or security threats, the Company will contact the Client through the Platform's secure notifications and the Client's verified email. The Company will never ask the Client for passwords or two-factor codes.

12. ANTI-MONEY LAUNDERING, SANCTIONS AND THE TRAVEL RULE

12.1. The Company is an obliged entity under Cyprus Law 188(I)/2007 and CySEC's AML/CFT Directive. The Client agrees to provide, promptly and in full, any information and documents the Company requests to identify and verify the Client, understand the purpose and intended nature of the relationship, and establish the source of funds and, where required, source of wealth. The Company may carry out these checks at onboarding and at any time during the relationship.

12.2. The Company screens clients against sanctions lists (including UN and EU lists), politically exposed person databases and adverse media, before onboarding and on an ongoing basis. It monitors transactions, including through blockchain analytics, to detect suspicious activity.

12.3. For every transfer of crypto-assets, regardless of amount, the Company collects, verifies, transmits and retains the information required by Regulation (EU) 2023/1113 on the originator and the beneficiary, including names, distributed ledger addresses or account numbers and, for the originator, address, national identity number, customer identification number or date and place of birth. This information is shared with the counterparty CASP before or at the time of the transfer.

12.4. For transfers to or from a Self-hosted Address exceeding EUR 1,000, the Company will take measures to verify that the address is owned or controlled by the Client, and the Client must cooperate with those measures (for example, by signing a message or making a test transaction).

12.5. The Company does not accept physical cash, does not permit anonymous accounts, and does not support transactions involving mixing or tumbling services or privacy-enhancing crypto-assets that prevent traceability.

12.6. Where the Company knows or suspects that funds or crypto-assets are linked to money laundering, terrorist financing or sanctions evasion, it may suspend or restrict the Account, freeze assets as required by law, and report to the Unit for Combating Money Laundering (MOKAS) or other competent authorities. The Company may be prohibited by law from informing the Client.

12.7. The Company retains customer due diligence documents and transaction records for at least five (5) years after the end of the business relationship, or longer where Applicable Law or a competent authority requires.

12.8. The Company's AML/CFT Policy is published on the Platform. Further details on how personal data is processed for these purposes are set out in the Privacy Policy.

13. RISK WARNINGS

13.1. Crypto-assets are high-risk. Their value can fall sharply and quickly, and the Client may lose all of the money invested. The main risks include price volatility, low liquidity, technology and cybersecurity risks, irreversible transfers, network forks and protocol changes, and changes in law or regulation.

13.2. Crypto-assets held with the Company are **not** covered by the Investor Compensation Fund or by any deposit guarantee scheme. Crypto-assets other than e-money tokens are not legal tender and are not backed by any central bank.

13.3. The Client should only use the Services if the Client understands these risks. Further detail is set out in the Risk Disclosure on the Platform.

14. COMPLAINTS

14.1. The Client may submit a complaint free of charge, in writing or electronically, using the complaints form on the Platform, by email to complaints@nagax.com, or by post to NAGA X Ltd, Agias Zonis 11, 3027 Limassol,



Cyprus. Complaints may be submitted in any language the Company uses to market its services or communicate with clients, and in the official languages of the home and host Member States.

14.2. The Company will acknowledge the complaint within five (5) days, giving a unique reference number and contact details for queries. The Company aims to issue a final response within two (2) months of receipt. If it cannot, it will explain why and give the expected date, which will not be later than three (3) months from receipt.

14.3. If the Client is not satisfied with the final response, the Client may refer the matter to the Financial Ombudsman of the Republic of Cyprus (Kypranoros 15, 1st Floor, 1061 Nicosia; complaints@financialombudsman.gov.cy; www.financialombudsman.gov.cy), to CySEC, or to the competent courts. The full Complaints Handling Policy is published on the Platform.

15. CHANGES TO THIS AGREEMENT

15.1. The Company may amend this Agreement or the Website Policies, including the Fee Schedule, for valid reasons such as changes in Applicable Law, regulatory guidance, the Services, technology or costs.

15.2. The Company will notify the Client of any material change by Durable Medium at least thirty (30) calendar days before it takes effect, unless a shorter period is required by law or a regulator. Changes that are solely in the Client's favour, or required by law, may take effect immediately.

15.3. If the Client does not accept a change, the Client may terminate this Agreement free of charge before the change takes effect under clause 18. If the Client continues to use the Services after the effective date, the Client is treated as having accepted the change.

16. LIMITATION OF LIABILITY

16.1. The Company acts honestly, fairly and professionally in accordance with the best interests of its clients. Nothing in this Agreement excludes or limits the Company's liability for fraud, wilful misconduct, gross negligence, death or personal injury, or any liability that cannot be excluded under Applicable Law, including its liability under clauses 6.8 and 11.6.

16.2. Subject to clause 16.1, the Company is not liable for: (a) losses caused by market movements; (b) indirect or consequential losses, or loss of profit or opportunity; (c) losses arising from the Client's breach of this Agreement or failure to keep credentials secure; (d) failures of distributed ledgers, networks or third-party systems outside the Company's control; or (e) events beyond its reasonable control, such as natural disasters, war, cyber-attacks it could not reasonably prevent, or acts of public authorities.

17. INDEMNITY

17.1. The Client agrees to compensate the Company for any reasonable loss, cost or expense (including reasonable legal fees) it suffers as a direct result of the Client's breach of this Agreement, fraud or unlawful use of the Services.

18. TERMINATION

18.1. By the Client. The Client may terminate this Agreement at any time, free of charge, by written notice to support@nagax.com or through the Platform's live chat.

18.2. By the Company. The Company may terminate this Agreement by giving the Client at least fifteen (15) calendar days' notice by Durable Medium.

18.3. Immediate termination. The Company may terminate this Agreement, or suspend the Account, with immediate effect where: (a) the Client materially breaches this Agreement, including by providing false information or forged documents; (b) the Client fails to provide information requested for due diligence or by a



competent authority; (c) the Company knows or suspects money laundering, terrorist financing, fraud, sanctions evasion or market abuse; (d) termination is required by a competent authority, government body or court; (e) the Client's activity threatens the integrity or orderly operation of the Platform; (f) the Client behaves abusively or threateningly towards the Company's staff; (g) the Client becomes subject to bankruptcy or similar proceedings; or (h) the Client dies.

18.4. Effect of termination. On termination: (a) pending orders not yet executed are cancelled; (b) transactions already executed are not affected; (c) the Client must give the Company a destination address or bank account in the Client's own name for the return of assets; and (d) the Company will return the Client's crypto-assets and Funds, less any fees and amounts lawfully due, as soon as reasonably practicable, unless prevented by law or by an instruction of a competent authority.

18.5. The Company may refuse to transfer assets to an address or account it reasonably considers belongs to a third party. With the Client's consent, or where the Client fails to provide a supported destination, the Company may convert crypto-assets into Funds or another supported crypto-asset for return, at the prevailing market price.

18.6. Where the Client does not respond within a reasonable period, the Company will continue to safeguard the Client's assets in accordance with clause 6 and Applicable Law.

18.7. Termination does not affect rights and obligations that have already arisen, or any clause intended to survive termination.

19. DATA PROTECTION AND COMMUNICATIONS

19.1. The Company processes the Client's personal data as controller in accordance with Regulation (EU) 2016/679 (GDPR) and its Privacy Policy, including for KYC, Travel Rule and regulatory reporting purposes.

19.2. The Company records and retains communications and orders, including telephone calls and electronic communications, in accordance with Applicable Law. Records are available to the Client on request for the retention period.

20. GOVERNING LAW AND JURISDICTION

20.1. This Agreement is governed by the laws of the Republic of Cyprus. The courts of the Republic of Cyprus have jurisdiction over disputes arising from it, without prejudice to any mandatory consumer-protection rights the Client has under the law of the Client's country of residence, including the right to bring proceedings there.

21. SEVERABILITY AND ENTIRE AGREEMENT

21.1. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions remain in full force. This Agreement, together with the Website Policies, is the entire agreement between the Client and the Company regarding the Services.

22. CONTACT US

22.1. For questions about this Agreement, contact support@nagax.com. For complaints, contact complaints@nagax.com. The Company's details are set out in clause 1.2.