

# Terms of Service

*Last updated: March 2026*

Bluechip Wrapped Limited, a company incorporated in Nigeria (RC No. 9045187) ("**xNG Markets**", "**us**", "**we**", or "**our**") operates the xNG Markets website at <https://xng.markets> (the "**Site**"), the xNG mobile application available on iOS and Android (the "**App**"), and all related APIs, services, and infrastructure (collectively, the "**Services**"). These Terms of Service ("**Terms**") govern your access to and use of the Services.

Our Privacy Notice, available at <https://xng.markets/privacy> ("**Privacy Notice**"), explains how we collect, process, and protect your Personal Data. By accessing or using any of the Services, you confirm that you have read and understood these Terms and the Privacy Notice and agree to be legally bound by them. If you do not agree, you must not access or use the Services.

We reserve the right to amend these Terms at any time. Material changes will be communicated via the Site, the App, or email. Your continued use of the Services following notification of any amendment constitutes acceptance of the updated Terms.

## **1. About the Services**

1.1. xNG Markets operates a platform for the tokenization and trading of African equities. Through the Services, users may access information about tokenized representations of shares listed on recognized African stock exchanges, view real-time and historical market data, and where available, purchase, hold, and trade tokenized equity tokens on supported blockchain networks.

1.2. The App enables you to create and manage an account, build a portfolio of tokenized equity tokens, execute trades, and track market performance directly from your mobile device. Certain features require successful identity verification and compliance review before they are made available to you.

1.3. Tokenized equity tokens issued or facilitated through the Services are onchain instruments that correspond to underlying shares listed on African stock exchanges. Each token represents a beneficial economic interest in the underlying equity. Token holders are entitled to receive dividends declared by the underlying company, proportional to their token holdings, provided that: (a) the token holder was holding the relevant tokenized equity on or before the applicable dividend qualification date (record date) as designated by the underlying company or its registrar; and (b) the token holder continues to hold the relevant tokens through to the dividend payment date. Eligible dividends will be credited to token holders by xNG Markets through the platform in accordance with the applicable token terms. However, holding a tokenized equity token does not automatically confer voting rights or other direct shareholder rights in the underlying company unless expressly stated. The specific rights and entitlements attached to each token are set out in the relevant product documentation.

## 2. Eligibility and Account Registration

2.1. You must be at least 18 years of age and legally capable of entering into binding contracts under the laws of your jurisdiction to use the Services. By creating an account, you represent and warrant that all information you provide is accurate, current, and complete, and that you will keep it updated.

2.2. **Wallet and Account Security.** The xNG App provides you with a non-custodial wallet powered by Blockradar. Your wallet is secured through on-device biometric authentication (facial recognition) and a personal security PIN. You are solely responsible for keeping your PIN confidential and for controlling access to the device on which the App is installed. Sharing your device with another person or leaving it unlocked may allow that person to access your account and assets. xNG Markets will never ask for your security PIN, biometric credentials, or any other account authentication information. You agree to notify us immediately at support@xng.markets if you suspect any unauthorized access to your account.

2.3. **Restricted Persons.** The Services are not available to, and must not be used by: (a) persons located in, ordinarily resident in, or incorporated in any country or territory subject to comprehensive sanctions administered by the U.S. Office of Foreign Assets Control (OFAC), the United Nations Security Council, the European Union, or equivalent authorities (collectively, "**Sanctioned Territories**"); (b) persons whose name appears on any sanctions list maintained by the above authorities; or (c) U.S. Persons as defined under the U.S. Securities Act of 1933. By using the Services, you represent and warrant that you are not a Restricted Person. We reserve the right to block, restrict, or terminate access for any user we reasonably believe is a Restricted Person.

## 3. Regulatory Compliance and Data Sharing Consent

As a platform for tokenized securities, xNG Markets operates under the oversight of applicable securities regulators, including the Securities and Exchange Commission of Nigeria (SEC Nigeria). By creating an account and using the Services, you expressly acknowledge and consent to the following:

3.1. **Identity and Transaction Reporting.** We are required by law to collect, verify, and retain records of your identity and transaction activity. This information may be reported to securities regulators and other competent authorities as required under applicable law, including the Investments and Securities Act (ISA) and any regulations issued by SEC Nigeria.

3.2. **Tokenization Partner – Trovotech.** xNG Markets engages Trovotech Limited as its authorized Tokenization Partner, responsible for the issuance, management, and lifecycle of tokenized equity tokens available on the platform. As part of its tokenization role, Trovotech is required to fulfil regulatory obligations including transaction reporting and investor record-keeping as mandated by SEC Nigeria and applicable securities law. To enable Trovotech to carry out these obligations, we share your identity verification data, wallet address(es), and transaction history with them. Trovotech may, in turn, transmit this information to SEC Nigeria and other competent

regulatory authorities as required by law. This data sharing is a mandatory condition of accessing tokenized securities through the Services and cannot be opted out of. By agreeing to these Terms, you give your informed and explicit consent to this disclosure.

**3.3. AML/KYC Obligations.** We are required to verify your identity before granting access to trading features. You agree to provide accurate and complete identity documentation when requested. Failure to complete identity verification may result in restricted access to certain features or suspension of your account.

## **4. Blockchain and Token Risks**

4.1. Tokenized equity tokens are issued on public blockchain networks. All blockchain transactions are irreversible by design. If you send tokens to an incorrect wallet address, or if you lose access to your private keys or wallet, those tokens may be permanently and irrecoverably lost. We have no ability to reverse, cancel, or refund blockchain transactions.

4.2. The market value of tokenized equity tokens may be volatile and can decline significantly. Past performance is not indicative of future results. You should not trade or hold tokenized equity tokens unless you fully understand the risks involved, including the risk of losing your entire investment.

4.3. Smart contracts powering the Services may contain bugs, vulnerabilities, or other defects. While we commission audits and apply rigorous security practices, no smart contract can be guaranteed to be entirely free from flaws. In the event of a smart contract exploit, funds may be at risk.

4.4. Regulatory frameworks governing tokenized securities and digital assets are evolving across many jurisdictions. Changes in law or regulation may affect the availability, value, transferability, or legality of tokenized equity tokens in certain markets, potentially with little or no advance notice.

## **5. Prohibited Conduct**

You agree not to, and not to attempt to or facilitate any third party to, do any of the following:

- (a) Decompile, reverse-engineer, or disassemble any software, smart contract bytecode, or other proprietary technology used to provide the Services, except to the extent expressly permitted by applicable law;
- (b) Circumvent, disable, or interfere with any security, authentication, or access-control features of the Services;
- (c) Access the Services through automated means such as bots, scrapers, or crawlers, unless expressly authorized by a published API agreement with us;
- (d) Engage in market manipulation, wash trading, spoofing, layering, front-running, or any other activity intended to distort or mislead market participants;

(e) Use the Services in furtherance of money laundering, terrorist financing, sanctions evasion, fraud, or any other unlawful purpose;

(f) Frame, mirror, or commercially exploit any part of the Site or App without our prior written consent; or

(g) Use the Services in any way that violates these Terms, our policies, or applicable law.

## **6. No Financial, Legal, or Tax Advice**

Nothing in the Services or any communication from xNG Markets constitutes an offer to sell, a solicitation of an offer to buy, or a recommendation of any security, token, or other financial instrument. The Services are informational and transactional in nature and do not constitute financial, legal, tax, or investment advice. The decision to purchase, hold, or sell any tokenized equity token is yours alone. We strongly recommend that you seek advice from qualified independent advisors before making any financial decisions.

## **7. Third-Party Services and Integrations**

7.1. The Services may interact with or link to third-party platforms, including decentralized exchanges, centralized exchanges, custodians, wallet providers, and public blockchain networks. Your use of these third-party services is subject to their respective terms and privacy policies, which we encourage you to review carefully.

7.2. We do not control, endorse, or assume any liability for the availability, accuracy, content, or security of any third-party service. Your use of third-party services is entirely at your own risk.

7.3. Certain features of the Services may depend on third-party infrastructure, including price data oracles, blockchain RPC nodes, and custodial services. We are not liable for any inaccuracy, delay, or failure of such infrastructure.

## **8. Intellectual Property**

8.1. All intellectual property in the Site, App, and Services – including text, visual design, user interface layouts, graphics, trademarks, logos, and underlying source code – is owned by or licensed to Bluechip Wrapped Limited and is protected under applicable intellectual property laws. No part of the Services may be copied, reproduced, modified, distributed, or used to create derivative works without our prior written consent.

8.2. If you submit any feedback, suggestions, or ideas relating to the Services, you grant us a perpetual, worldwide, royalty-free, irrevocable license to use, adapt, and commercialize such feedback without any obligation to you.

## **9. Disclaimers and Warranty Exclusions**

9.1. The Services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, whether express, implied, or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

9.2. We do not warrant that: (a) the Services will be uninterrupted or error-free; (b) any defects will be corrected; (c) the information available through the Services is accurate, complete, or current; or (d) the Services will meet your requirements.

9.3. Tokenized equity tokens available through the Services are not offered by us directly to the public as securities. We operate as a technology platform and do not act as a broker, dealer, investment manager, or custodian of securities.

9.4. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE OBTAINED FROM US CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

## **10. Limitation of Liability**

10.1. To the maximum extent permitted by applicable law, Bluechip Wrapped Limited and its officers, directors, employees, contractors, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, tokens, or other digital assets, arising out of or in connection with your use of or inability to use the Services, regardless of the legal theory under which the claim arises and whether or not we have been advised of the possibility of such damages.

10.2. We shall not be responsible for: (a) errors or inaccuracies in market data or content; (b) unauthorized access to or alteration of your account; (c) loss of tokens due to smart contract failures, network outages, or your own error including sending tokens to a wrong address; (d) actions or omissions of third-party service providers; or (e) any suspension or discontinuation of the Services.

10.3. IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES EXCEED THE GREATER OF (A) THE TOTAL FEES YOU PAID TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) USD 100. THIS LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless Bluechip Wrapped Limited and its employees, directors, officers, agents, and contractors from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising from: (a) your breach of these Terms; (b) your use of or inability to use the Services; (c) your violation of any applicable law or third-party right; (d) any inaccurate or misleading information you provide; or (e) your tax obligations arising from use of the Services.

## 12. Suspension and Termination

12.1. We may suspend, restrict, or terminate your access to the Services at any time without notice if we have reasonable grounds to believe that: (a) you have breached these Terms; (b) your account is associated with suspicious, fraudulent, or unlawful activity; (c) we are required to do so by a regulator, court order, or applicable law; or (d) continuing to provide Services to you poses a regulatory or legal risk to xNG Markets.

12.2. You may close your account at any time by contacting support@xng.markets. Upon termination, your licence to use the Services ceases immediately. Any tokens you hold on a self-custodied wallet remain accessible through your private keys and are not affected by account closure.

## 13. Governing Law and Dispute Resolution

13.1. These Terms are governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of laws provisions.

13.2. Any dispute arising out of or in connection with these Terms or the Services shall first be referred to good-faith negotiation between the parties. If not resolved within thirty (30) days, the dispute shall be submitted to the exclusive jurisdiction of the Federal High Court of Nigeria or, at our election, resolved by arbitration under the Arbitration and Conciliation Act (ACA) of Nigeria, with proceedings conducted in Lagos, Nigeria.

## 14. General Provisions

14.1. **Entire Agreement.** These Terms, together with the Privacy Notice and any applicable product-specific terms, constitute the entire agreement between you and Bluechip Wrapped Limited regarding the Services.

14.2. **Severability.** If any provision is found unenforceable, it shall be modified to the minimum extent necessary to make it enforceable; all other provisions remain in force.

14.3. **Assignment.** We may assign or transfer our rights and obligations under these Terms without notice. You may not assign yours without our written consent.

14.4. **No Waiver.** Failure to enforce any provision does not constitute a waiver of that provision or any future breach.

14.5. **No Agency.** Nothing in these Terms creates any agency, partnership, or employment relationship between you and Bluechip Wrapped Limited.

14.6. **Notices.** Notices to you may be sent via the Site, App, or the email address associated with your account. Notices to us must be sent to legal@xng.markets.

## 15. Contact

**Bluechip Wrapped Limited** (RC No. 9045187)

Email: legal@xng.markets

Website: <https://xng.markets>