Order Execution Policy

Version: 1.5

1. Introduction

Deblock SAS ("Deblock") has established this Order Execution Policy (the "Policy") in accordance with the obligations applicable to licensed Crypto Assets Service Providers (*"CASP"*) under MiCA Regulation.

Deblock provides the services for which it is licensed (*i.e.* (1) buying or selling Supported Crypto Assets against funds, (2) exchanging Supported Crypto Assets against other Supported Crypto Assets (3) executing orders on behalf of the customers) by dealing on its own account when executing the customer's order.

In accordance with the regulation applicable to CASPs, Deblock makes its best efforts to achieve the best possible result for its customers when allowing them to purchase, sell or swap crypto assets (the "Best Execution" obligation).

Best execution is the requirement to take all sufficient steps to obtain the best possible result for our customers on a consistent basis, taking into account various criteria such as the regulated status of the counterparty, price, cost, speed, likelihood of execution and settlement, size, nature or any other execution consideration, when executing transactions on their behalf.

In addition, Deblock implements various operational measures related to the execution price, batching, and registration of customers' orders. These measures provide Deblock's customers with transparency on the conditions of execution of their orders, and ensure that Deblock's interests are aligned with those of its customers.

In addition to the specific provisions on best execution obligations, Deblock is committed to paying due regard to its customers' interest and to act fairly, honestly and professionally when conducting business with or for customers.

2. Objectives

This Policy sets out the principles that govern Deblock's approach to ensuring the best execution outcomes for our users.

When entering into a transaction with our users, we will endeavour to provide users with best execution in accordance with this Policy.

A version of this Policy, which does not contain the parts that solely relate to its governance, is published on Deblock's website and is updated on an annual basis or as needed. We reserve the right to update this Policy as appropriate.

3. Scope

The Policy applies to all customers of Deblock and for all crypto trade instructions, including:

- Fiat to crypto
- Crypto to fiat
- One Supported Crypto Asset for another Supported Crypto Asset (crypto swap)
- Execution of order on behalf of the customers

This Policy does not apply to crypto transfer instructions, in which Supported Crypto Assets are transferred to another account.

Deblock does not accept the following types of trade instructions:

- Limit Order
- Stop Order
- Stop-Limit Order
- Trailing Stop Order
- Any non-spot trade instruction

4. Content of the Policy

4.1. Scope

This Policy applies to all Customers of Deblock and to the Services Deblock provides to its Customers.

4.2. Deblock's general obligations

Deblock makes its best efforts to achieve the best possible result for its customers when allowing them to purchase, sell or swap Crypto Assets (the "Best Execution" obligation).

Deblock applies this Policy in accordance with its duty to act honestly, fairly and professionally in accordance with the best interest of its Customers.

4.3. Validation of Orders

In accordance with this Policy, Customers must validate each Order using the App before Deblock completes the Order.

4.3.1. Purchase of Supported Crypto Assets with funds

The process that leads to the validation of an Order by the Customer is the following:

a. Via the App, the Customer indicates its intention to purchase a certain Supported Crypto Asset with legal currency.

b. After having checked the Market Price with the Pricing Provider(s), Deblock provides an indicative price to the Customer, along with Deblock's corresponding commissions and any applicable charges (which may vary depending on the Customer's Plan type).
c. If the Customer accepts the indicative price and holds a sufficient balance in their E-Money Account, the Order is validated.
d. Deblock then executes a Market Order on its own account with a Pricing Provider.
e. The resulting price equals the price that Deblock uses to complete the Customer Order. The amount of Crypto-Assets received by the Customer is equal to the corresponding amount in legal currency the Customer paid minus applicable fees (including gas fees).
f. Upon Order execution, Deblock debits the Customer's E-Money Account and transfers the purchased Supported Crypto Asset to the Customer's Self Custodial Digital Wallet.

4.3.2. Sale of Supported Crypto Assets against funds

The process that leads to the validation of an Order by the Customer is the following:

a. Via the App, the Customer indicates their intention to sell a certain Supported Crypto Asset against legal currency.
b. After having checked the Market Price with the Pricing Provider(s), Deblock provides a price to the Customer, along with Deblock's corresponding commissions and any applicable charges (which may vary depending on the Customer's Plan type).
c. If the Customer accepts the indicative price and holds a sufficient balance of the relevant Supported Crypto Asset in their Self Custodial Digital Wallet, the Order is validated.
d. Deblock then executes a Market Order on its own account with Pricing Provider following the completion of three on-chain confirmations.
e. The resulting price equals the price that Deblock uses to complete the Customer Order. The amount of legal currency received by the Customer is equal to the corresponding amount in Crypto-Assets the Customer paid minus applicable fees (including gas fees).
f. Upon Order execution, Deblock credits the Customer's E-Money Account.

4.3.3. Swap of Supported Crypto Assets against other Supported Crypto Assets

The process that leads to the validation of an Order by the Customer is the following:

a. Via the App, the Customer indicates their intention to swap a Supported Crypto Asset for another Supported Crypto Asset.
b. After having checked the Market Price with the Pricing Provider(s), Deblock provides a price to the Customer, along with Deblock's corresponding commissions and any applicable charges (which may vary depending on the Customer's Plan type).

c. If the Customer accepts the indicative price and holds a sufficient balance of the relevant Supported Crypto Asset in their Self Custodial Digital Wallet, the Order is validated.
d. Deblock then executes a Market Order on its own account with Pricing Provider following the completion of three on-chain confirmations.
e. The resulting price equals the price that Deblock uses to complete the Customer Order. The amount of Crypto-Assets received by the Customer is equal to the corresponding amount in Crypto-Assets the Customer paid minus applicable fees (including gas fees).
f. Upon Order execution, Deblock transfers the receiving Supported Crypto Asset to the Customer's Self Custodial Digital Wallet.

ERC20 swaps do not make use of market makers. Instead, exchange aggregators that scan decentralised exchanges (e.g. 1inch or 0x) are used.

When initiating a swap request, the user is shown an indicative price. This price comes directly from the exchange aggregator.

When the user executes a swap request, the order is directly placed with the exchange aggregator. The price is recalculated and the swap is executed through a smart contract which triggers both legs of the swap.

As part of the smart contract, Deblock receives a processing fee. The customer always has full visibility on all fees during the process.

4.4. Method of execution of Orders

When providing the service of purchase or sale of Supported Crypto Assets against legal currency or the service of swap of Supported Crypto Assets against other Supported Crypto Assets, Deblock will execute the Orders by dealing on its own account.

4.5. Restriction of Customers' ability to execute Orders

In order to limit its own risk exposure, Deblock reserves the right to restrict at any time a Customer's ability to execute certain Orders. Such restriction shall be based on objective criteria that include:

- The quantity of Orders already executed for that Customer over a set period of time;
- The aggregate amount of the Orders executed for that Customer over a set period of time;
- Deblock's Risk Appetite; and
- The transaction value of the Order that the Customer has validated.

In accordance with the internal policies of Deblock, the thresholds used to restrict a Customer's ability to execute certain Orders may be individualised based on the

characteristics specific to the Customer. In addition, they may vary for each Supported Crypto Asset.

4.6. Order handling

Deblock will execute the Order promptly and in the order in which they were received, except:

a. When the nature of the Order or the Customer's interest requires otherwise;
b. The size of the Order or Deblock's Risk Appetite requires that the Customer's crypto assets be received by Deblock prior to executing the Order; or
c. When the Customer has provided a Specific Instruction.

When Deblock executes an Order, it ensures that the purchase, swap or sale of the relevant Supported Crypto Assets is made at the Market Price applicable when the Order was validated.

Deblock ensures that Orders that have been executed are accurately recorded in the Customer's account, immediately after the completion of the transaction, subject to the chain update timeframes.

Deblock informs the Customer of any material difficulty likely to affect the proper execution of Orders, as soon as it becomes aware of that difficulty.

Deblock will not misuse any information relating to the pending Orders and will take all reasonable steps to prevent the misuse of such information by any of its employees or agents.

Most market makers support 3 different types of orders: market order, limit orders, RFQs. Deblock only supports market orders as it wants to ensure that all orders placed by customers get filled as quickly as possible.

To ensure trades are completed as fast as possible, Deblock only places FOK Market Orders, meaning the entire order is executed or, if unable to execute the order in total, it is immediately cancelled

4.7. Order aggregation

Deblock will not execute Orders by aggregating them with other Orders.

4.8. Best execution criteria

In order to provide the best possible execution of the Orders to its Customers, Deblock takes into account the following criteria, which are not exhaustive:

- the price;
- the cost of the transaction;
- the speed of execution;
- the size of the Order;
- the likely market impact of the Order;

- the likelihood of execution of the Order;
- Deblock Risk Appetite;
- any other consideration relating to the execution of the Order, including the risks identified by Deblock.

For each Order, Deblock may take into account all or some of the above criteria, or hierarchise these criteria in a different way, or affect to some criteria a significant importance. These decisions will be made by Deblock based on its commercial judgement and experience, and on available market information.

Deblock will take sufficient steps to achieve the best overall trading result. This means that we will aim to provide best execution subject to and considering the nature of your Order, the prices available in the market, and a reasonable assessment of the sometimes overlapping and conflicting execution factors.

This may conclude in some cases that price may be less important than size in illiquid situations, in situations where large off-ramp or on-ramp Orders have been placed, or when the Treasury Position is insufficient to complete the transaction. We will as a matter of course check and monitor the fairness of prices proposed as well as gather the market data used in the process of estimation of prices.

4.9. Pricing Providers

This Policy sets out the Pricing Providers which we may utilise when obtaining the Market Price applicable for Orders. We will monitor the effectiveness of the Pricing Providers to identify and, where appropriate, correct any deficiencies.

When selecting the Pricing Provider from which to price Orders, we will take suitable measures to ensure that the selected Pricing Provider provides accurate pricing for our Customers on an overall basis and not a trade by trade basis.

When selecting its Pricing Providers, Deblock takes into account the following factors:

- prices obtained compared to market practices;
- level of fees applied;
- overall quality of the service and quality of the relationship;
- quality of execution.

Deblock currently uses only one Pricing Provider (see Annex I) which allows Deblock to get the most satisfactory results for the Customers compared to those which it could reasonably expect if it used another provider. It was selected using the abovementioned factors.

More particularly, Deblock assessed:

- Keyrock's reputation and reliability: it is a well-established and reputable firm in the crypto asset market. They have a proven track record of providing reliable and efficient liquidity services;

- Keyrock's deep liquidity: they offer deep liquidity across a wide range of crypto assets, ensuring that our customers can execute trades at competitive prices with minimal price impact;
- Keyrock's fees policy: they offer consistent and competitive pricing which allow customers to benefit from favorable trading conditions;
- Keyrock's solution integration: they allow a seamless integration with Deblock non custodial wallet, ensuring smooth and reliable execution of trades for users.

4.10. Price formation

When trading with customers, Deblock does not incur any exposure to market risk by owning more or less assets than those it had at the start of the trade. To offset this risk, Deblock works with market makers and executes the same trade with them as it does with its customers.

The market makers create a market by proposing buy and sell prices for various crypto assets.

Selecting a reliable market maker is essential. Deblock mandates that certain criteria must be present when partnering with a provider. These requirements compliment the process already established under the Vendor Management Policy:

- Possess a strong financial track record and have passed due diligence checks
- Ability to extend a credit line in order to remain capital efficient
- Ability to offer competitive pricing on major crypto assets.
- Ability to settle in EUR as this is Deblock's main trading currency

The price Deblock quotes to its users as part of any trade, is the same price Deblock is quoted by the market maker for a similar trade. The market maker will usually quote a bid (price they are willing to pay to buy a given asset) and ask (price they are willing to pay to sell a given asset) spread.

- The ask price is the price Deblock quotes users when they onramp (Deblock sells crypto to a user and simultaneously buys crypto from the market maker at their ask price).
- The bid price is the price Deblock quotes users when they offramp .
- The rate is the price Deblock shows users on the website or in their crypto portfolio. This is the mid-point between the bid and the ask.

Prior to accepting a trade with Deblock, the price the customer sees is an estimate. This is because by the time Deblock actually places the trade order the market may have moved. Only when Deblock has the same trade confirmed with the market maker is the price guaranteed. This is explained in the Order Execution policy which the customer is first acquainted with when reading the terms and conditions. The customer is then reminded of this when they first trade on the app by means of a popup screen.

Although the price the user initially sees when requesting a trade is an estimate, Deblock will always do its best to match that price. It has designed the exchange flows to minimise the time between the moment a customer initiates a trade request and the moment it executes the same trade at the market maker.

Deblock strives to provide its users the best possible prices the market has to offer. While today it works only with one market maker, Deblock has plans to rapidly accommodate multiple ones in order to obtain various bid-ask spreads. The best available price from the various bid-ask spreads is the one that will be passed on the customer.

When prices are not available, Deblock does not accept trades. In this case, the customer can still see their balances at the last available rate.

4.11. Specific Instructions

Deblock will not accept Specific Instructions from a Customer in relation with the execution of an Order. Deblock only accepts Market Orders.

4.12. Inducements & conflicts of interests

Pricing Providers will be compensated by Deblock from a portion of the commissions or charges Deblock charges its Customers. Relationships with Pricing Providers will be managed in accordance with Deblock's internal policies (such as the Conflict of Interest Policy).

Orders will only be executed against Deblock's own account and Deblock will not receive any financial incentive or incentive of any other type for the routing of an order to another determined crypto assets services provider or another person entering into transactions on such assets.

Whenever Deblock considers that the measures implemented in accordance with the Conflicts of Interest Policy are not sufficient to ensure with reasonable certainty that the risk of harm to Customers' interests will be avoided, Deblock will clearly inform its Customers of the general nature or source of such conflicts of interest before acting on their behalf.

4.13. Transparency on prices and past transactions

On its website, Deblock publishes the indicative price of the available crypto assets and, where applicable, their quantities where the prices differ according to these. These prices and quantities may be updated at any time by Deblock, or withdrawn in the event of exceptional market conditions.

Transactions may be subject to fees and a spread that is included in the transaction price. Applicable transaction fees and spreads may change. Applicable fees can be found in the Fees page and may differ depending on the customer's plan. Spreads may be determined

based on a combination of factors, including asset, order size, type of trade and customer's plan.

Prior to executing the trade, Deblock makes available to the Customer, on the App, the following information:

- The crypto assets(s) that was (or were) purchased, sold or swapped;
- Whether the Order was a purchase, a sale or a swap;
- The quantity;
- The indicative Market Price;
- The amount of fees charged by Deblock;
- Indicative chain transaction fees ('gas fees'); and
- The indicative total price.

Where applicable, Deblock informs its Customers of the maximum quantities offered for trading.

For each available crypto asset, Deblock publishes the average price and the average volume of the transactions it has carried out during the previous quarter. This information is published no later than the end of the second business day of the following quarter.

In the unlikely event that Deblock is unable to provide pricing with certainty from any of the Pricing Providers, Deblock calculates the price of assets based on an average from the feed of prices from external market data providers (such as Google or CoinGecko). This price is indicative and is not available for execution.

4.14. Post-execution report to the Customer

For each executed Order, Deblock promptly makes available to the Customer, on the App on a durable medium, the following information:

- The day and time of the trade;
- The fact that the Order was a market order;
- The fact that the Order was executed against Deblock's own account ;
- Whether the Order was a purchase,a sale or a swap;
- The Supported Crypto Asset(s) that was (or were) purchased, sold or swapped;
- Whether the Order was a purchase,a sale or a swap;
- The quantity;
- The unit price;
- The amount of fees applied by the services provider;
- The chain transaction fees; and
- The total price.

4.15. Amendment of the Policy

Deblock may at any time review, update and/or amend this Policy. In that case, Deblock will promptly notify its Customers.

Deblock takes into account its Terms and Conditions when updating or amending this Policy. In case of conflict between this Policy and the Terms and Conditions, the latter is the only document that governs the contractual relationship between the Customer and Deblock.

5. Governance and Oversight

The Executive Committee ("ExCo") is responsible for approving the Order Execution Policy at least annually.

Deblock will review this Order Execution Policy at least on an annual basis to ensure that it remains fit for purpose and to reflect any changes to applicable law or regulation that may apply.

6. Policy Governance

The Policy is reviewed annually and must be updated off-cycle as necessary. This should reflect the inclusion of new addenda, or material changes to the global business.

The Policy has been approved by the Deblock ExCo.

7. Complying with the Policy

Compliance with the Policy is mandatory and a priority matter for Deblock. Non-compliance identified through the 3 lines of defence model must be reported to the relevant decision-making body. A remediation plan should be designed and delivered to deficiencies.

Arrangements in place to support compliance include appropriately trained staff, well-defined governance structures, and the regular monitoring of management information reported.

Three lines of defence: Deblock should design and maintain arrangements to assure the effectiveness of the risk management framework. It should consider the following:

1. functions that own and manage risk;
2. functions that oversee or specialise in risk management and compliance; and
3. functions that provide independent assurance, above all internal and external audit.

Identification of deficiencies and tracking: Deblock should ensure that deficiencies identified against this policy should be documented and remedied as soon as practicable.

Key Risk Indicators: Deblock should design and maintain Best Execution Key Risk Indicators to ensure that the safeguarding services can be measured effectively.

Appendix 1 - Pricing Providers

Below is the list of the Pricing Providers that Deblock will use. This list might be amended from time to time without the need of a full approval of the policy:

1. **Keyrock**

Designation: Keyrock : Keyrock FR SAS (RCS : 928248566)

Service applicable:

- Keyrock is used as a Pricing Provider for the trades Deblock makes with its customers. Deblock takes the price quoted by Keyrock and uses that price for the trade it makes with its customer.
- Separately, Keyrock acts as a Liquidity Provider to Deblock in the context of de-risking the trades Deblock does with its customers.

Asset pairs supported: BTC/ETH, BTC/EUR, BTC/USDT, BTC/USDC, BTC/EURC, EUR/ETH, EUR/USDC, EUR/USDT, EUR/EURC