

# Executive OTC Group Inc.

## EOG Terms of Use

Effective as of January 1, 2020

Version Control: 2.1 (March 18, 2020)

1. Executive OTC Group Inc. (“EOG”, “us”, “we”) provides services through our website <https://www.eogotc.com> AND <https://www.eogotc.app>, and services to facilitate contract settlement, to buy and sell cryptocurrency such as but not limited to Bitcoin, Ethereum, and Ripple, using directly negotiated private contracts, otherwise known as over-the-counter, OTC, and off-exchange contracts.
2. Specifically, our services include the EOG website, negotiation software, related applications, and services to facilitate contract settlement including due diligence and drafting the Settlement Agreement (collectively “services”, “our services”).
3. To receive our services, new users require registering with EOG and completing identity verification including know-your-client KYC to the satisfaction of our compliance team. Successfully completing identity verification grants status of the EOG Member (“member”, or “user”, or “party”, or “contracting party”). Current website users are required to be in compliance with the EOG Terms of Use (TOFU) at all times.
4. Official language of EOG is English. Any communications and content posted to our website and any of our applications made in another language are not valid, not binding, and cannot be used to establish a legal contractual agreement. Members using any other language will have their accounts suspended, up to an including deletion of account.
5. By creating a new EOG account or by login in to the EOG website (“website”, “application”) including any of our applications such as negotiation software (“software”) as a new or existing member or user (“you”) you automatically AGREE to the EOG Terms of Use and AGREE to be bound by them. Do not use this website, or any of our services, if you do not agree to our Terms of Use.
6. We reserve the right to modify or update Terms of Use at any time without prior notice. We will officially notify all users of updated Terms of Use at which time you will be required to accept or discontinue services.
7. In the event of a dispute or omission, if any section of this Terms of Use is deemed not applicable, or deemed not sufficient to meet the intent as determined by EOG, EOG reserves the right to edit, delete, write a new section, or re-write a current clause to reflect the appropriate intent of the Terms of Use.
8. All rights are reserved by EOG and not hereby granted.
9. We offer three core off-exchange OTC cryptocurrency markets:
10. EOG Sandbox OTC. Provides a safe and risk-free environment to practice sending offers and counteroffers to Admin Projects managed by EOG without financial or legal outcomes. New members signing up with EOG are automatically added to the Sandbox OTC workspace, while our compliance and legal teams complete your Know Your Client (KYC) onboarding.
11. Negotiated Buy-Sell OTC. Buy and sell cryptocurrency with CAD, USD, EUR, and GBP the four fiat currencies we support. This is our primary OTC market created for anyone and everyone looking to buy or

sell a cryptocurrency, including Bitcoin. There are no minimums and no limits. This means you can buy or sell 0.1 Bitcoin or 1,000 Bitcoin as you require. Open to all registered EOG members.

12. Accredited Investors OTC. Buy and sell cryptocurrency with CAD, USD, EUR, and GBP with NO UPPER LIMIT. This market environment is restricted; open to all registered EOG members that are Accredited Investors (US/CA/EU). If you are looking to buy and sell cryptocurrency over \$75,000USD in contract value, we recommend that you list with EOG in the Accredited Investors OTC market workspace rather than the Negotiated Buy-Sell.
13. Using EOG negotiation software requires knowledge of contract law, negotiations, and cryptocurrency. By using our website, the user acknowledges having basic awareness and experience in these disciplines.
14. You, the website user or member to whom the EOG account is registered to, is responsible for all your posted content, all actions taken and not taken under your EOG account. You are responsible, in all aspects, for actions, inactions, as well as the content of your Projects, listings, offers and proposals, and in any event where damages are incurred or perceived through the use of the website, you and any affected third parties and affiliates, agree to waive all legal and civil liability towards EOG, our employees, officers, shareholders and affiliates.
15. All content, data, metadata, entered or posted by you, the user, to the EOG website or to any of our applications, or user data collected directly or indirectly by EOG, can and will be used by EOG in our regular course of business, communications, to monitor contract negotiation, to facilitate and enforce contract settlement, and to use in data analytics services such as Google Analytics. The user authorizes EOG to copy or duplicate any content they post to the EOG website and applications, where the copied content becomes the property of EOG. The user authorizes EOG to collect data by EOG on the user, in accordance with our Privacy policy.
16. We adopt the Canadian PIPEDA Act as the highest standard in protection of personal information. Please see our Privacy policy.
17. In the event of improper use, storage, or sharing of your personal data by EOG, by the counterparty, or by any third party you agree to waive all civil and legal liability towards EOG, and hold harmless our employees, officers, shareholders, partners and affiliates.
18. All content, design, front and back end web programming, policies and processes are entirely owned by EOG. Everything pertaining to EOG is confidential for all intents and purposes, unless released as public information by EOG.
19. We reserve the right to bring forward a lawsuit in the jurisdiction of our choice to any internal or external party, including current or past members, who infringe, copy, emulate, or reverse engineer any of EOG front and back end design, web-programming, digital automation, or policies, processes and procedures.
20. We reserve the right to bring forward a lawsuit in the jurisdiction of our choice to any internal or external party, current or past members, that spread defamatory statements, aimed to undermine, threaten, or disrupt EOG, our employees, officers, shareholders and affiliates.
21. You are strictly prohibited to:
22. use EOG website or services if we have not verified your identity and membership requirements.
23. register or log in or use EOG website or services if you are not of sound mind, or if you are a minor under 18 years old.

24. enter into a binding contract if you do not have the authority to commit fiat funds or digital assets or deliver on contract terms and conditions in their entirety.
25. enter into a binding contract if you do not intend to timely and fully settle your side of the contract.
26. transfer your account unless given permission by EOG.
27. transfer or assign your contract, your liability, your settlement rights, or partial terms to another party unless given permission by EOG.
28. use any robot, bot, viral code, scraper, data mining tools, data gathering and extraction tools, or other automated means to access EOG for any purpose or to collect information.
29. abuse EOG, our employees, owners, or our members, in any way, including physical, mental, digital threats, spam, or other perceived or actual abuse.
30. bypass/tamper/access our front or backend programming or internal controls (access, application, admin, cyber), or circumvent any technical measures or other controls we use throughout EOG.
31. post incorrect/inaccurate listings that are either factually or substantially incorrect, for the purpose of manipulating price or interfere with EOG or our members' listings.
32. copy, infringe on ownership rights, commercialize, re-sell or re-market EOG design, content and processes.
33. use EOG website or services in connection or for the purpose of illegal or criminal activity.
34. use any language other than English throughout all your EOG communication.
  
35. You are required to immediately settle all Contracts created through the EOG website and software, per terms and conditions agreed upon with your counterparty.
36. Contracts created within the EOG Sandbox OTC workspace are non-binding and do not have legal or financial outcomes. Practice your negotiation skills using our software in the EOG Sandbox OTC workspace.
37. During contract settlement, you are required to complete due diligence procedures to verify fiat bank account balance or cryptocurrency holdings. Due diligence is performed by the limited partner of EOG, Vlad Shaposhnikov (CA, CPA) at a flat cost of \$500 CAD per each contracting party, based on four hours of chargeable time. Time spent on due diligence engagements above four hours is charged at \$125 CAD per each additional hour.
38. A party can use their own qualified due diligence provider, with approval by EOG, in which case they remit a standard \$500 CAD fee to EOG for facilitating due diligence on top of paying their third-party provider out of pocket.
39. If results of due diligence are not satisfactory, where one of the parties fails on the results of the audit procedures, or where EOG is unable to reliably validate fiat currency balance or crypto holdings, the party unable to satisfy basic due diligence requirements is deemed to be in breach of contract.
40. After completing due diligence, the contracting parties, with EOG, decide if they are to proceed with Settlement. If choosing to proceed, both parties mutually agree to the day of settlement schedule of the Settlement Agreement. To back out of the contract and decline to proceed with settlement for any reason other than one of the parties failing to complete due diligence, is breach of contract.
41. All parties, members, and users are responsible for remitting their own crypto network fees, including miners' fees, gas, and other token based fees required to transfer cryptocurrency from one wallet to another.
42. EOG reserves the absolute right, without explanation, to modify any parts of the contract settlement process at any time, such as but not limited to, increasing or decreasing security and cyber security measures, or by

revising any step in the EOG Settlement Agreement, based on the continuous risk assessment of settlement activity.

43. You and any connected third parties and affiliates agree to waive all legal and civil liability towards EOG, and agree to hold harmless our employees, officers, shareholders, partners and affiliates, for damages, actual or perceived, through the use of any of the EOG services, where damages were incurred due to content of members' listings, actions taken and not taken, or any other damages incurred as part of normal or abnormal EOG operations, due diligence, settlement, assignment of settlement, breach of contract, natural disasters, due to EOG technical malfunctions or website maintenance, due to negligence, or due to any other situation not explicitly listed in this clause.
44. EOG website and software is FREE TO USE. However, EOG charges for due diligence professional services completed during contract settlement. Due diligence is performed by the limited partner of EOG, Vlad Shaposhnikov (CA, CPA) at a flat cost of \$500 CAD per each contracting party, based on four hours of chargeable time. Fees are subject to change. Time spent on due diligence services above four hours is charged at \$125 CAD per each additional hour.
45. All legal, travel, miners' fees, crypto network fees, professional fees, and other out of pocket expenses incurred by EOG to register a new member, to settle a contract, or to resolve a dispute, will be billed immediately to and collected from the Member party for which the expense was required to be incurred. Unpaid EOG invoices over 30 days are past due and charged 1% interest per each day of being past due.
46. Breach of Contract status is determined by EOG, when either of the parties 1) fails or does not complete due diligence; 2) fails to timely execute a step in the Settlement Agreement; 3) any of the parties do not perform as per terms and conditions of the negotiated contract; 4) backs out of the contract and declines to proceed with settlement for any reason other than one of the parties fails due diligence; 5) failing to timely pay EOG due diligence fees.
47. When it is established that a party is in breach of contract, the contractual agreement between both parties is revoked. The contracting party that is in breach of contract is suspended from using the EOG website and services and is subject to 10% breach of contract penalty, paid to EOG, on the total contract settlement value, paid in CAD equivalent, and unlimited, if actual losses exceed 10% of the total contract value.
48. Breach of contract penalty of 10% (or higher based on actual losses), will be paid out in the order as follows:
49. First: \$1,000 CAD (\$500 CAD + \$500 CAD) is retained by EOG to honor due diligence professional fees that would have been collected from both parties upon normal settlement of the contract. If any of the contracts were assigned, then EOG collects an additional \$500 CAD from each Assignee.
50. Second: Time spent by EOG management, all out of pocket expenses and legal fees incurred by EOG to collect the penalty are deducted from the payment amount over and above due diligence fees paid to EOG. Time spent by EOG management is valued at \$125 CAD per hour; legal fees and out of pocket expense are valued at cost.
51. Third: Remainder of the balance is paid to the other party (the Non-Defaulting party) as to account for any loss of value, risk exposure, and inconvenience.
52. In the event of breach of contract, the non-defaulting party and EOG are fully permitted to use all available means to recover, from the defaulting party, penalties and damages incurred, by means of litigation, arbitration, and civil negotiations. Once breach of contract penalty is paid to EOG, the party that was in breach of contract may be allowed to return to EOG as a current member.

53. Prior to completing due diligence, a contracting party may request to assign their contract settlement to a 3<sup>rd</sup> party or to an existing EOG member, by presenting to EOG a completed EOG Contract Assignment Agreement. An assignment can be made before committing firm to the Settlement Agreement, past which point all assignments will be denied.
54. Contract assignment must be approved by EOG, and does not require approval of the Obligor, unless as determined by EOG, the assignment significantly affects the settlement schedule or introduces risk and loss of value to the Obligor, at which time Obligor's consent is required.
55. If EOG approves the assignments, EOG collects the standard \$500 CAD due diligence fee from the Obligor and Assignor parties, and EOG collects an additional \$500 CAD from the Assignee party, based on four hours of chargeable time. If both parties request to assign their contract settlement, the same assignment process applies, with each Assignee party required to pay EOG the \$500 CAD due diligence fee. Time spent by EOG on due diligence engagements above four hours is charged to the party at \$125 CAD per each additional hour.
56. Regardless of EOG approving or declining assignment request, the Assignor party continues to be fully liable for contract performance as per terms and conditions of the contract, until contract settlement is complete in its entirety.
57. An existing EOG user can terminate their account at any time, by following this exact sequence: first, by deleting all their EOG Projects to close any offer/proposal positions, then second, by contacting EOG Administrator at **admin@eogotc.com** to terminate the account. By terminating your account or deleting your Projects you are not relieved of the duty or liability to settle all existing contracts that you entered into prior to terminating your account.
58. We reserve the absolute right to suspend, deactivate, or delete any EOG user or member account at any time without notice or explanation.
59. We reserve the absolute right to close/delete/retract any EOG negotiation session, Project, offer, or proposal at any time without notice or explanation.
60. This agreement is governed by the laws in the Province of Alberta, Canada.

All content is entirely owned by the Executive OTC Group Inc., EOG.