

## **INSTITUTIONAL KYB DECLARATION, AUTHORIZATION AND ACCOUNT OPERATION UNDERTAKING**

This **Institutional KYB Declaration, Authorization and Account Operation Undertaking** (this “Declaration”) is made in connection with the submission of know-your-business (“KYB”) materials and the application for, and operation of, an institutional account on the KuCoin platform (the “Platform”).

### **1. Declarant**

The entity submitting KYB materials to the Platform and executing this Declaration (the “Declarant”) is the legal entity applying for and/or maintaining an institutional account on the Platform.

The identity of the Declarant shall be determined by the Platform’s records, including the KYB application, uploaded documentation, account registration data, system records and electronic signature information.

### **2. Corporate Authorization**

The Declarant hereby confirms and declares that:

1. it has duly completed all necessary internal corporate approvals and authorizations required to:
  - apply for and maintain an institutional account on the Platform; and
  - authorize one or more natural persons to act on its behalf in connection with such account; and
2. this Declaration constitutes a valid corporate authorization given by the Declarant for the purposes set out herein.

The Declarant agrees to ratify and confirm all lawful acts carried out pursuant to this Declaration.

### **3. Authorized Person(s)**

The Declarant hereby authorizes the individual(s) designated through the Platform’s KYB and account management system (each, an “Authorized Person”) to act for and on behalf of the Declarant in connection with the account.

Unless otherwise notified in writing and accepted by the Platform, each Authorized Person is authorized to:

1. submit, update, supplement and confirm KYB materials and compliance information;
2. execute and deliver documents, confirmations, declarations, instructions or notices relating to the account;
3. manage and operate the account, including but not limited to:

- placing, modifying and cancelling trading orders;
  - transferring, depositing and withdrawing digital assets;
  - managing sub-accounts, if applicable;
  - changing account credentials, security settings and access permissions;
  - completing identity, telephone and/or video verification; and
4. perform any other acts reasonably necessary for the operation and management of the account.

#### **4. KYB Materials and Representations**

The Declarant represents, warrants and undertakes that:

1. all KYB materials and information submitted are true, accurate, complete and not misleading in all material respects as of the date of submission;
2. no KYB materials contain any false, untrue or misleading statement or omit any material fact;
3. the Declarant has full authority to disclose such information to the Platform; and
4. the Declarant shall promptly notify the Platform of any material change to the KYB materials and provide updated supporting documents.

#### **5. Reliance by Platform**

The Declarant acknowledges and agrees that the Platform may rely on:

- this Declaration;
- the KYB materials; and
- the acts and instructions of any Authorized Person

for KYB, compliance, risk management and account operation purposes.

Any review or acceptance by the Platform does not constitute approval of the Declarant's business or activities.

#### **6. Revocation and Changes**

The Declarant may revoke or amend any authorization granted herein by written notice to the Platform, subject to the Platform's acceptance and internal processing requirements.

Until such revocation or amendment is processed by the Platform, the Platform may continue to rely on the existing authorization.

#### **7. Consequences of Breach**

In the event of any misrepresentation, unauthorized act or breach of this Declaration, the Platform may take reasonable measures, including suspension or termination of the account or KYB process, without prejudice to any rights available under applicable law.

## 8. Nature of Document

This Declaration:

- constitutes a corporate authorization, declaration and undertaking;
- is issued for KYB, compliance and account operation purposes; and
- does not itself grant any entitlement to specific products or services, which remain subject to applicable platform terms.

## 9. Execution

This Declaration may be executed electronically and in counterparts and shall take effect on the date it is first executed.

### Executed by an authorized representative of the Declarant

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_