

**ADDENDUM TO  
BITGO SERVICES AGREEMENT**

BITGO SERVICES AGREEMENT についての追加覚書

THIS ADDENDUM TO BITGO SERVICES AGREEMENT (this “**Addendum**”) shall apply to the Agreement (as defined below) entered into with the customer (“**Customer**”, “**you**”, or “**your**”) of BITGO, INC., a California corporation (“**BitGo**”) (each individually a “**Party**” and collectively the “**Parties**”) if Customer is subject to the Laws of Japan in connection with the Agreement.

**RECITALS**

A. Concurrently herewith, BitGo and Customer entered into that certain BitGo Services Agreement (the “**Agreement**”) dated as of the date hereof, which sets forth certain rights and obligations of BitGo and Customer with respect to BitGo’s provision of services (the “**Services**”) as further defined and described therein.

B. Pursuant to Section 15.3 (*Amendments*) of the Agreement, the Parties wish to amend certain provisions of the Agreement in accordance with the terms and conditions of this Addendum.

**AGREEMENT**

Now, therefore, the Parties agree as follows:

1. **Defined Terms.** All capitalized terms used herein (including in the preamble and the recitals) shall have the meanings ascribed to such terms in the Agreement unless otherwise defined herein.

2. **Amendment of the Services Agreement.**

(a) A new Section 3.10 (*Reporting*) shall be inserted follows:

“3.10 Reporting. Upon receipt of reasonable prior request, BitGo will, to the extent in a reasonable manner that does not negatively affect the business of BitGo, provide you with reporting or records based on available information that are reasonably relevant to confirm that the Services be in compliance with applicable laws or with the obligations of BitGo under this Agreement and (if requested) request its subcontractor, to the extent in a reasonable manner that does not negatively affect the business of such subcontractor, to provide reporting reasonably relevant to confirm such subcontractor’s compliance with applicable laws or with the Documentations.”

(b) A new Section 3.11 (*Material Issues*) shall be inserted follows:

“3.11 Material Issues. BitGo will promptly notify you upon learning of any material issues (including, but not limited to, claims from third

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parties, technical issues, loss of information and data breaches) reasonably likely to affect performance of the Services to you. BitGo and you will discuss in good faith and determine how to handle such issues.”

- (c) A new Section 3.12 (*Compliance with laws*) shall be inserted as follows:

“3.12 Compliance with laws. BitGo shall perform the Services with the due care of a prudent manager. BitGo acknowledges that you must comply with provisions of the Payment Services Act (Act No. 59 of June 24, 2009, including its amendments) of Japan and other laws of Japan (“**Laws of Japan**”) as a virtual currency exchange business operator, and will provide the Services in compliance with Laws of Japan in accordance with your reasonable guidance. Upon request, you agree to provide BitGo sufficient explanation and guidance regarding the Laws of Japan and applicable guidelines which BitGo needs to comply with relating to BitGo’s provision of the Services to you. Furthermore, BitGo and you acknowledge that the Laws of Japan may change and agree to cooperate and discuss in good faith any amendments to the Agreement or changes to the Services that may be required due to any new or amendments of Laws of Japan that may be enacted or issued that applying to you as a virtual currency exchange operator.”

- (d) Section 9.1 shall be amended by inserting the following sentence after the first sentence:

Each party represents and warrants that (i) such party and its officers are not Anti-Social Forces (defined in Article 15 of the Rules Concerning Enforcement of the Articles of Association established by Japan Securities Dealers Association; the same shall apply hereinafter) and (ii) have not engaged in the Anti-Social Act by itself or through a third party. Anti-Social Act means (a) violent demands, (b) unjust demands of a person that exceeds that person’s legal liability; (c) using threatening behavior or violence in connection with a transaction; (d) damaging other party’s credibility or obstructing other party’s business by spreading rumors, using fraudulent means or using force; or (e) any other acts similar to (a) to through (d) above.

- (e) Section 15.3 (*Amendments*) of the Agreement shall be amended by inserting the following sentence at the end of the first paragraph:

“Notwithstanding the foregoing or any other provision herein to the contrary, BitGo will not amend or re-issue the terms of the Services or Documentation that materially affects you receiving the Services without your prior written consent.”

- (f) Section 15.5 (*Assignment*) of the Agreement shall be amended by inserting the following sentence after the first sentence:

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“Upon the assignment of its rights or obligations to an Affiliate or subcontractor pursuant hereto, BitGo will cause such Affiliate or subcontractor to agree in writing delivered to you to be bound by the terms of this Agreement.

3. **Language.** Where any English language provisions of this Addendum have been translated into Japanese for the convenience of the Parties, the English language version shall for all purposes be deemed the definitive and binding version thereof.

4. **Effect of Amendment.**

- (a) The terms of this Addendum constitute an integral part of the Agreement, and from and after the date hereof reference to the Agreement shall be deemed reference to the Agreement as amended hereby. The terms of this Addendum shall prevail and control any inconsistencies that arise between the terms hereof and other terms of the Agreement.
- (b) Except as expressly amended by this Addendum, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

5. **Governing Law.** This Addendum shall be governed by, and construed under, the laws of the state of California, without reference to conflicts of law principles.