

Risk Statement and Public Disclosures 2025

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Public Disclosure – DMCC and VARA License details

1. DMCC Commercial License Number: DMCC-964519
2. DMCC entity incorporation date: 18 February 2025
3. VARA Regulatory License Number: ***
4. VARA Authorisation date: ***
5. VARA Authorised Activities
 - a) Broker-Dealer Services
 - b) Advisory Services
6. VARA Responsible Individuals:
 - a) Leago Papo
 - b) Tristyn Coetsee

VARA Dealing as Principal

1. ZEPLY will not deal as principal [including as riskless principal] for the purpose of satisfying client orders, placing of Virtual Assets and/or managing the inventory of Virtual Assets.

Complaints Handling

1. All complaints raised with regards to a ZEPLY product or service, interaction with an employee or representative or any other matter, must be submitted via email to Complaints@deusxpay.com
2. Each submitted complaint must contain the following information:
 - a) Date the complaint issue occurred (cause of the complaint)
 - b) Type of Transaction/Service linked to the complaint
 - c) Details of the complaint
 - d) Preferred resolution
 - e) Complaint location
 - f) Amount and Currency of transaction
 - g) Residential Address in the United Arab Emirates
 - h) Permanent Residential address if different from the above
 - i) Complainants contact number
 - j) Complainants mobile number if different from the above
 - k) Complainants email address
3. Once a complaint has been received, within four weeks either
 - a) Provide a written final response to the complainant or
 - b) In writing, advise the complainant of any delay (including the reason) in dealing with the complaint and give a final date (within eight weeks from the date of complaint) when a final response will be given.

4. Not later than eight weeks after a complaint has been received, ZEPLY will provide a final response or
 - a) Advise in writing that ZEPLY is not in a position to give a definitive response, giving reasons for the delay and indicate a date by when a final response will be forthcoming and,
 - b) Inform the complainant that they may refer the matter to VARA if they are unhappy with the delay.

Environmental, Social and Governance

1. Disclosure to be revised according to the VARA level assigned as a licensing condition

VARA Regulatory License Risk Statement

1. This Risk Disclosures Statement ("Risk Disclosure") sets out the risks associated with the Services of ZEPLY. This Risk Disclosure is not exhaustive. ZEPLY cannot and does not disclose all risks and other aspects involved in trading and custody of Virtual Assets.
2. ZEPLY may, from time to time, make amendments to the Risk Disclosure, as may be deemed necessary or appropriate or if so desired or directed by the relevant regulator. It is incumbent upon you to check our website to determine whether amendments have been made.
3. Trading in Virtual Assets involves significant risk and the User specifically agrees to assume the risks set out in this Risk Disclosure as well as other risks not set out herein which are inherent to online trading and custody of Virtual Assets.
4. The User may also seek full and independent financial, legal, tax and/or other professional advice before entering into any transaction on the Platform.
5. It is important to note that Virtual Assets are not a legal tender or backed by a government.
6. Users are advised to read and understand the risks involved in trading and custody of Virtual Assets. There is no guarantee against loss of some or all of the Users funds. User acknowledges and agrees that ZEPLY shall not be responsible for or otherwise liable for any direct or indirect loss or damage of any kind whatsoever arising directly or indirectly from the occurrence in

full or in part of any or all of the following risk events:

- a) **Volatility and Price Fluctuations:** Virtual assets are known for their extreme price volatility. The value of virtual assets can fluctuate rapidly and significantly, resulting in substantial gains or losses. Factors such as market demand, regulatory changes, technological developments, and macroeconomic conditions can greatly impact the price of virtual assets.
- b) **Market Liquidity:** Virtual asset markets may experience limited liquidity, particularly in certain jurisdictions or for specific virtual assets. Low liquidity can make it difficult to execute trades at desired prices or volumes, leading to increased transaction costs and potential delays in executing orders.
- c) **Regulatory and Legal Risks:** Virtual assets are subject to regulatory oversight and legal frameworks that may vary significantly across jurisdictions. Changes in regulations or government policies, including the potential banning, restriction, or taxation of virtual assets, can have a negative impact on the market and your ability to trade or hold virtual assets.
- d) **Custody Risk:** During deposit or withdrawal, Virtual Assets may be lost due to incorrect wallet address entered or provided. It may not be possible to recover Virtual Assets sent to incorrect wallet addresses and ZEPLY shall not be responsible for transfer to incorrect wallet addresses. Each Virtual Asset has its unique wallet address. While transferring the Virtual Asset, if the User uses the wallet address of another Virtual Asset, such Virtual Assets would be lost forever and cannot be recovered.
- e) **Cybersecurity Risks:** The digital nature of virtual assets exposes them to various cybersecurity risks. Hackers and malicious actors may attempt to gain unauthorized access to virtual asset exchanges, wallets, or other storage solutions. If successful, these attacks can result in theft or loss of your virtual assets. It is essential to implement robust security measures and follow best practices to mitigate these risks.
- f) **Operational Risks:** Trading and custody of virtual assets involve operational risks, including system failures, technical glitches, and errors. These risks may lead to delays, disruptions, or loss of access to your virtual assets or trading platforms, potentially resulting in financial losses.
- g) **Trading Risk:** An Order incorrectly entered by the User on the platform may be executed at the price or quantity not desired by the User or an Order entered for the wrong Virtual Asset may result in an unwanted Transaction. The Services may be

unavailable due to Force Majeure events, unusual or exceptional market conditions or similar events, which may prevent the User to liquidate its Virtual Assets held in the custody of ZEPLY.

- h) Currency Risk: All Virtual Assets transacted on ZEPLY are quoted against a Fiat Currency or another Virtual Asset. Fiat Currencies are prone to exchange rate risk.
- i) Insolvency Risk: The User understands and acknowledges that in the event that ZEPLY becomes insolvent and there is (for whatever reason) a shortfall in User money, the available funds will be distributed in accordance with the Applicable Laws.
- j) Third Party Risk: The User may be exposed to errors, delays, acts, or omissions by third party providers including financial or payment institutions. The User may be exposed to the default by third party providers vis-à-vis ZEPLY, including financial or payment institutions which may result in the User suffering total or partial loss in respect of its User Account.
- k) Lack of Regulation and Investor Protection and Legal Risk: Unlike traditional financial markets, virtual asset markets may have limited or no investor protection mechanisms. There may be no recourse or legal remedies available to you in case of theft, fraud, or other disputes. The legal status of certain Virtual Assets may be uncertain. Users have a responsibility to comply with the Applicable Laws and are solely responsible for reporting and paying any taxes arising from use of trading and/or custody services of ZEPLY.

7. In addition, Virtual Assets by their very nature have the following inherent risks:

- a) the valuation and volatility of Virtual Assets, including the risk of a Virtual asset having no value;
- b) that trading in Virtual Assets may be susceptible to irrational market forces;
- c) that technological difficulties experienced by ZEPLY may prevent the access or use of a User's Virtual Assets;
- d) that the nature of Virtual Assets may lead to an increased risk of Financial Crime such a money laundering;
- e) there are limited or, or rarely, no mechanism for the recovery of lost or stolen Virtual Assets;
- f) the risks associated with transacting via new technologies with regard to, among other things, anonymity, irreversibility of transactions, accidental transactions, transaction recording, and settlement;

- g) there is no assurance that a person who accepts a Virtual Asset as payment today will continue to do so in the future;
 - h) any links to Virtual Assets related activity outside regulated regions, which may be unregulated or subject to limited regulation; and
 - i) any regulatory changes or actions by the regulator or similar governing body with authority that may adversely affect the use, transfer, exchange, and value of a Virtual Asset.
8. ZEPLY is not directing any of its communications in this website for the purposes of inviting or inducing any persons inside the United Kingdom for the engagement in financial services, other than persons to whom a communication may otherwise be lawfully made under the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended), including high net worth companies, trusts or unincorporated associations.