



Grand Gangsta City (\$GGC) Listing Agreement

Comprehensive Agreement for the Listing of \$GGC (SEI EVM) on Upbit Exchange

Effective Date: _____, 2026

Parties

Company: **UPBIT CRYPTOCURRENCY EXCHANGE**

Registered Office: 5th Floor, 14 Teheran-ro 16-gil, Gangnam-gu, Seoul, Republic of Korea 06235,
KR

Hereafter referred to as "Company"

Customer: **Grand Gangsta City** Project

Hereafter referred to as "Customer"

Recitals

WHEREAS, the Company is a globally recognized digital asset exchange platform, offering advanced trading services, security, and technology to facilitate the exchange of cryptocurrencies and tokens by registered users through its web and mobile platforms.

WHEREAS, the Customer is the authorized party responsible for the development, management, and promotion of \$GGC ("Token"), which is a SEI EVM utility token intended for use within its ecosystem.

WHEREAS, the Customer desires that the Company list \$GGC on its platform, enabling the trading of \$GGC/USDT, and that the Company provide related technical and customer support services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Definitions

All capitalized terms used in this Agreement shall have the meanings set forth in Exhibit C, unless otherwise defined herein. These definitions are intended to ensure clarity and mutual understanding of key concepts, roles, and responsibilities as they pertain to the listing, maintenance, and potential removal of \$GGC COIN from the Upbit Platform.

2. Listing Services

2.1 The Company shall use commercially reasonable efforts to list \$GGC (SEI EVM) on the Upbit Platform, specifically providing for the trading pair \$GGC/USDT.

2.2 The services provided by the Company include, but are not limited to, the integration of the Token into the platform's trading and wallet systems, ensuring users can deposit, trade, and withdraw \$GGC securely and efficiently.

2.3 The Company will also provide technical support to the Customer in accordance with its standard service practices, and will ensure the ongoing maintenance, monitoring, and security of the Token's listing.

2.4 All services are subject to the Company's internal compliance, risk assessment, and operational requirements, which may include Know-Your-Customer (KYC) and Anti-Money Laundering (AML) procedures as applicable.

3. Payment Terms

3.1 Upbit confirms and the Customer acknowledges that Upbit does NOT charge any listing fees for the review, approval, integration, or listing of Grand Gangsta City (\$GGC) or any other digital asset on the Upbit Platform. No financial payment, token allocation, or other form of consideration is required for the listing.

3.2 The Company may, at its sole discretion, conduct due diligence, technical assessments, and compliance reviews before or after listing. These procedures do not create any payment obligation for the Customer.

3.3 Upbit does not solicit, request, or accept payments—whether fiat, cryptocurrency, equity, or benefits of any kind—as a condition for listing. Any individual or entity requesting fees on behalf of Upbit is unauthorized. Customer agrees to promptly notify Upbit of such incidents.

3.4 Customer shall not offer or provide, directly or indirectly, any financial or non-financial inducement to influence listing decisions. Any attempt constitutes material breach and may lead to immediate termination.

3.5 If the Customer elects to engage external service providers (e.g., market-making, marketing, auditing), such engagements are separate from this Agreement and do not involve the Company. Fees for such services are solely the Customer's responsibility.

3.6 As no listing fees are collected, the Company has no refund obligations relating to listing, delisting, suspension, compliance reviews, or integration outcomes.

4. Obligations, Representations, and Warranties

4.1 The Customer agrees to refrain from any attempt to reverse engineer, modify, copy, or create derivative works from the Services provided by the Company.

4.2 The Customer represents and warrants that the Token is a utility token, is not classified as a security in any jurisdiction where it is offered, listed, or traded, and all activities related to the Token are compliant with applicable laws and regulations.

4.3 The Customer is solely responsible for ensuring the ongoing legal and technical compliance of the Token and for implementing appropriate account and platform security measures.

4.4 The Company reserves the right to monitor the use of its services and to prohibit access or usage at its sole discretion if a breach of this Agreement is detected.

4.5 The Customer shall promptly notify the Company of any changes in regulatory status, team composition, or any event that could reasonably impact the Token's legality, marketability, or standing.

5. Confidentiality and Proprietary Rights

5.1 Each party, as a Receiving Party, undertakes to maintain the confidentiality of all Proprietary Information and shall not disclose or use such information except as necessary to perform obligations under this Agreement or as otherwise permitted in writing.

5.2 The Company may collect and analyze data relating to the provision and use of the Services for operational improvement, provided such data is aggregated or de-identified and not personally attributable to the Customer.

5.3 No intellectual property rights or licenses are granted between the parties except as expressly stated herein. All rights and interests remain the exclusive property of the respective party.

5.4 The confidentiality obligations described in this section shall survive the termination or expiration of this Agreement indefinitely.

6. Token Admission and Delisting

6.1 Upon confirmation of payment and completion of all required documentation, the Company will list \$GGC (SEI EVM) for trading within five (5) business days, making the \$GGC/USDT trading pair available to users.

6.2 The Company reserves sole discretion to set minimum eligibility requirements for users trading \$GGC COIN, such as citizenship, residency, or accreditation.

6.3 A “Token Delisting Event” may occur under circumstances including, but not limited to: government ban or restriction of the Token or Customer’s business; regulatory investigation or prosecution; reclassification of the Token as a security or non-utility; restrictions on advertising, marketing, or trading; and persistent low trading volumes, specifically if monthly turnover falls below \$25,000, or below \$100,000 for any month after six months from listing.

6.4 In case of a Token Delisting Event, the Company may suspend or cancel \$GGC trading, with thirty (30) days’ notice for turnover-related events. Fees are non-refundable upon suspension, and the Agreement terminates automatically upon delisting.

7. Indemnity and Limitation of Liability

7.1 The Company shall not be liable for any losses, damages, or claims resulting from indirect, incidental, consequential, or punitive damages, or for any loss of profit or opportunity, regardless of the cause of action.

7.2 No warranties, express or implied, of merchantability, fitness for a particular purpose, or market quality are made regarding the listing, the Token, or associated services.

7.3 The Customer’s maximum aggregate liability under this Agreement shall be limited to 25% of the total fees paid under this Agreement, regardless of the circumstances or legal theory.

7.4 The Customer agrees to indemnify, defend, and hold the Company and its affiliates harmless from any claims, liabilities, losses, or expenses arising out of the Agreement, the Token’s listing or trading, or any breach of these terms.

8. Force Majeure

Neither party shall be liable for any failure or delay in performance of its obligations caused by events beyond its reasonable control, including but not limited to natural disasters, war, acts of terrorism, labor disputes, government orders, technological failures, or disruptions in telecommunications. The affected party shall notify the other in writing, and the period of non-performance shall be added to the duration of the Agreement.

9. Term and Termination

9.1 This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until all contractual obligations have been satisfied by both parties.

9.2 Either party may terminate this Agreement by providing ten (10) calendar days' written notice to the other party.

9.3 Upon termination, all outstanding fees and obligations incurred prior to the date of termination shall remain payable.

10. Miscellaneous

10.1 If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, it shall be limited or eliminated to the minimum extent necessary so that the Agreement otherwise remains in full force.

10.2 The Customer may not assign or transfer any rights or obligations without the Company's prior written consent. The Company may assign its rights and obligations with at least twenty-eight (28) business days' notice and refund of any security deposit if applicable.

10.3 This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements. Amendments must be made in writing and signed by both parties.

10.4 Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture, or employment relationship.

10.5 The Company is not obliged to provide services if doing so would violate sanctions or prohibitions imposed by USA, UN, EU, UK, Singapore, Canada, or Switzerland. In such cases, the Agreement terminates automatically and payment obligations cease.

11. Notices

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and delivered by email to the following addresses:

- Company: listing_sg@upbit.com
- Customer: **[Insert Customer email address]**

Notice shall be deemed effective when sent to the last provided email address.

12. Third Party Rights

No person or entity other than the parties to this Agreement shall have any right to enforce any provision of this Agreement.

13. Governing Law

This Agreement, and any disputes arising from or related to it, shall be governed by and construed in accordance with the laws of England, without regard to conflicts of law principles.

14. Entire Agreement

This document sets forth the complete and exclusive statement of the agreement between the parties with respect to its subject matter. Any amendment or modification must be in writing and signed by authorized representatives.

15. Signatures

On behalf of Upbit (Company):

On behalf of \$GGC Token (Customer):



Name: ALEX KIM

Title: CEO

Date: 06/01/2026

Name: [Insert Name]

Title: [Insert Title]

Date: _____, 2026

Exhibit A: Statement of Services and Fees

The Company will provide the following services in relation to the listing of \$GGC (SEI EVM) on the Upbit Platform:

- Integration of \$GGC (SEI EVM) into the Upbit Platform's wallet, deposit, withdrawal, and trading systems.
- Establishment of the \$GGC/USDT trading pair, allowing users to buy and sell \$GGC directly against USDT.
- Ongoing monitoring and support for the technical operation and security of the listing.

Exhibit B: Service Level Terms

The Company shall use its best commercial efforts to provide uninterrupted access to and operation of the Services. Temporary service interruptions ("Downtime") may occur due to

scheduled maintenance, technological failures, or circumstances beyond the Company's reasonable control. The Company will provide advance notice of planned Downtime where feasible and shall not bill the Customer for periods when Services are not rendered due to Downtime.

Exhibit C: Definitions

- **Business Day:** Any day on which commercial banks are open for business in South Korea.
- **Upbit Platform:** The Company's digital asset trading and wallet platform available via web and mobile applications.
- **Token:** Refers to \$GGC , a SEI EVM utility token as described in this Agreement and supporting documents.
- **Token Delisting Event:** Any of the circumstances in Section 6 that may result in the suspension or removal of \$GGC from the Upbit Platform.

This Agreement is executed and delivered as of the Effective Date by the parties' duly authorized representatives.