SERVICES TERMS AND CONDITIONS

Updated July 30th, 2023

1) Introduction

1.1. These terms and conditions (together with, as applicable, any supplemental terms and other documentation incorporated by reference) govern the provision of asset management services by DIGTL Trust Kommanditbolag (**"DIGTL Trust," "we," "us," or "our"**) and a client that has signed a Deed of Trust with DIGTL Trust (**"Services Terms and Conditions"**).

1.2. At DIGTL Trust, we manage, hold, custody, buy and sell any type of digital and financial asset, as well as cash, on behalf of our customers. In an era where the digital landscape evolves at an unprecedented pace, safeguarding customer assets has emerged as a paramount concern for us. There are no limitations on the type of assets that can be placed under our management.

1.3. The primary purpose of these Services Terms and Conditions is to ensure the protection, preservation, and responsible handling of cash, financial and digital assets entrusted to us. In an interconnected world, where our customer's assets are not only valuable but essential, our commitment to safeguarding these assets is not just a legal or ethical obligation; it is a vital cornerstone of our reputation and sustainability. By implementing robust measures and practices outlined in these Services Terms and Conditions, we aim to mitigate risks, enhance trust, and fortify our position as stewards of the assets that drive our operations.

2) Definitions

For purposes of these Services Terms and Conditions, the following terms will have the meanings ascribed to them below:

"Affiliate" in relation to a person means a parent undertaking or subsidiary undertaking of that person, or a parent undertaking of a subsidiary undertaking of that person, or a subsidiary undertaking of a parent undertaking of that person;

"Assets" means Financial Assets, Eligible Digital Assets, and Cash that have been delivered to DIGTL Trust to be deposited to one or more Custody and Cash Accounts established and maintained by DIGTL Trust on behalf of the Client, in each case until such Assets are withdrawn (or cease to be Eligible Digital Assets, as applicable) pursuant to this Agreement;

"Authorized Person" means the Persons that have been duly authorized to act on behalf of the Client;

"Cash" means any United States Dollar;

"Cash Account" means an account, controlled, and secured by DIGTL Trust on behalf of its clients in accordance with the Deed of Trust, that has been signed between us and the Client, for the deposit of Cash in the context of the provision of the Services;

"Chief Compliance Officer" means the executive responsible for overseeing and managing regulatory compliance within DIGTL Trust;

"Client" means a client that has signed the Deed of Trust with DIGTL Trust;

"Custody Account" means an account, controlled, and secured by DIGTL Trust on behalf of its clients in accordance with the Deed of Trust, that has been signed between us and the client, for the deposit of Financial and Eligible Digital Assets in the context of the provision of the Services;

"Cut-Off Time" means a time specified by DIGTL Trust from time to time on business days when we are open for business in the ordinary course;

"Deed of Trust" means the agreement between DIGTL Trust and the Client pursuant to which the former shall provide the Services;

"Delivery" (or **"Deliver"** or **"Delivered")** means the transfer of Eligible Digital Assets to one or more blockchain addresses controlled by the receiving party and provided by the receiving party to the sending party for such transfer as per Instructions. Eligible Digital Assets will be considered Delivered to DIGTL Trust after the prevailing number of network confirmations as required by the DIGTL Trust from time to time have occurred on the blockchain used for the transaction transferring the Eligible Digital Assets;

"Digital Assets" means a digital representation of value or rights which may be transferred and stored electronically, using distributed ledger technology or similar technology;

"DIGTL Platform" means DIGTL Ltd.'s technology platform through which DIGTL Trust will be able to offer its Services to the Client. DIGTL Ltd. and DIGTL Trust are Affiliates.

"Eligible Digital Assets" means Digital Assets that are supported by DIGTL Trust in its sole discretion;

"Financial Assets" means, without limitation, shares in companies and other securities equivalent to shares in companies, partnerships or other entities, and depositary receipts in

respect of shares, bonds or other forms of securitised debt, including depositary receipts in respect of such securities and any other securities giving the right to acquire or sell any such securities or giving rise to a cash settlement determined by reference to securities, currencies, interest rates or yields, commodities or other indices or measures;

"Force Majeure Event" means any event due directly or indirectly to any cause or condition beyond the reasonable control of DIGTL Trust, such as, but not limited to: changes in the functioning or features of Eligible Digital Assets or the software protocols that govern their operation; sabotage or fraudulent manipulation of the protocols or network that govern Eligible Digital Assets; changes in applicable Law; cybersecurity attacks, hacks or other intrusions; a failure of any computer hardware or software or any telecommunications lines or devices; suspension or disruption of trading markets; requisitions; involuntary transfers; failure of utility services; fire; flooding; adverse weather or events of nature; explosions; acts of God, pandemics, epidemics, civil commotion, strikes or industrial action of any kind; riots, insurrection, terrorist acts; war (whether declared or undeclared); or acts of government or government agencies (Swedish or foreign);

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

"Instructions" mean Client communications, including entitlement orders, received by DIGTL Trust through an on-line communication system, by e-mail, or other method or system, as specified by DIGTL Trust from time to time as available for use in connection with the Services;

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, joint venture, trust, proprietorship, governmental body or other entity, association, or organization of any nature. Any reference herein to any Person will be construed to include such Person's successors and assigns;

"Proper Instructions" means: (a) With respect to the deposit, withdrawal and sale or purchase orders of any Asset, an Instruction delivered by an Authorized Person (or Person that DIGTL Trust believes in good faith to be an Authorized Person) via the DIGTL Platform (or in case the DIGTL Platform is down via email or other means by an Authorized Person, or Person that DIGTL Trust believes in good faith to be an Authorized Person) and (b) with respect to requests submitted via any means not involving the transfer of any Assets, an Instruction delivered by an Authorized Person (or Person that DIGTL Trust believes in good faith to be an Authorized Person);

"Services" means asset management services pursuant to the Deed of Trust and the Services Terms and Conditions including buying, selling, transferring, trading, offering custody and protection of Assets on behalf of the Client;

"Trade Order" means a sale or purchase order in the form of Proper Instructions;

3) Acceptance, Treatment and Segregation of Assets

3.1. DIGTL Trust determines in its sole discretion whether to accept Digital Assets of any kind for custody in the Custody Account. Digital Assets that are accepted for custody in the Custody Account will be deemed Eligible Digital Assets. Assets held hereunder may be registered in the name of DIGTL Trust or any nominee of ours or any such authorized entity.

3.2. Cash held for the Client in the Cash Account may be held by DIGTL Trust in an omnibus, non-interest bearing cash account (an "Omnibus Account"), along with the Cash of our other clients, at depository institutions or in money market accounts, in each case at our sole discretion. In addition, any money market account will be in our name and will be maintained separately and apart from our business, operating, and reserve accounts. Cash held for the Client in the Cash Account may also be held by DIGTL Trust in sub accounts. Where Cash is held on a pooled basis, we maintain records of all cash in the Omnibus Account specifying which amounts are allocated and belong to each of our clients (beneficially).

3.2. Eligible Digital Assets held for the Client in the Custody Account may be held by DIGTL Trust in an omnibus wallet structure, in fungible bailment with the Eligible Digital Assets of our other clients (an "Omnibus Wallet"). The Eligible Digital Assets that are transferred by the Client to DIGTL Trust or acquired by the Client through Trade Orders (collectively, the "Client Eligible Digital Assets") will be held in fungible bailment with those Eligible Digital Assets of our other clients that are based on the same cryptographic protocol or consensus rules of a computer network that are also held in the Omnibus Wallet by us on behalf of such other clients. Where Eligible Digital Assets are held on a pooled basis, we maintain records of all cash in the Omnibus Wallet specifying which Eligible Digital Assets are allocated and belong to each of our clients (beneficially). The redelivery rights of the Client in respect of the Client Eligible Digital Assets are not necessarily for the same Eligible Digital Assets as the Client Eligible Digital Assets (or addresses or accounts or unspent transaction outputs that are associated with the Client Digital Asset), but rather will be in respect of an equal quantity of Eligible Digital Assets that are based on the same cryptographic protocol or consensus rules of a computer network as the Client Eligible Digital Asset. A portion of the Eligible Digital Assets held for clients in the Omnibus Wallet may be held within an offline storage system used by us in connection with the storage or maintenance of the Eligible Digital Assets at our own discretion.

3.3. We will manage private keys associated with Client Eligible Digital Assets on behalf of the Client.

3.4. We will segregate on our books and record all Client Eligible Digital Assets from our own proprietary property. The ownership and custody of all of the Client's Assets, including the Client Eligible Digital Assets, is recorded in our books and records.

3.5. We unequivocally acknowledge that Assets deposited with us are held in trust solely for the purpose of safekeeping on behalf of the Client. We do not engage in any activities that would involve the use of Assets for lending, rehypothecation, or any speculative purposes.

4) Transfers of Assets

4.1. Transfers of Digital Assets

4.1.1. **Digital Asset deposits.** The Client may deposit Eligible Digital Assets from itself, an external provider or other third parties to the Custody Account via the DIGTL Platform. DIGTL Trust is not obligated to deposit any Digital Assets to the Custody Account before DIGTL Trust actually receives such Digital Assets by final settlement.

4.1.2. We will generate and deliver to the Client a recipient address for the transfer of Digital Assets. Upon receiving and verifying that such Digital Assets constitute Eligible Digital Assets, and that such request complies with Section 6, we intend to complete any Delivery to the Custody Account in a manner consistent with operational feasibility, typically within two (2) business days -subject to factors outside our control- after receipt of the Client's Digital Assets at the recipient address specified by us to the Client (or at an address previously specified by DIGTL Trust to the Client and not subsequently identified to the Client as invalid), subject to successful completion of our screening procedures. We will monitor associated nodes, as determined to be necessary in our sole discretion, for incoming transactions. We will advise the Client of Eligible Digital Assets availability after Eligible Digital Assets have been Delivered to the Custody Account. We may, in our sole discretion, decide not to accept a deposit of a Digital Asset from the Client that does not constitute an Eligible Digital Asset and we shall return any such deposit to the Client, net of any fees or cost associated with that transaction. Where a third party makes, or attempts to make, a deposit of a Digital Asset to your Custody Account we may in our sole discretion decide not to accept the deposit and return it to the third party.

4.1.3. **Digital Asset Withdrawals.** The Client may withdraw Eligible Digital Assets from the Custody Account via the DIGTL Platform.

4.1.4. Upon receiving and verifying that such request complies with Section 6, we will initiate the transfer and broadcast the withdrawal to the blockchain supporting the relevant Eligible Digital Asset after we receive such request, subject to successful completion of our screening procedures. We reserve the right to take additional time than usual, if such time is required to verify security processes for large or irregular transactions. Any such processes will be executed reasonably and in accordance with our documented protocols, which may change from time to time at our sole discretion.

4.1.5. If the withdrawal of Eligible Digital Assets would result in the transfer of Eligible Digital Assets from the Custody Account exceeding the deposit to the Custody Account for that Eligible

Digital Asset or which raise money-laundering or terrorist-financing suspicions, we may, in our sole and absolute discretion, reject such Instructions.

4.1.6. **Risk in Relation to Eligible Digital Asset Transactions.** The Client will bear the sole risk and expense associated with transferring or in respect of Eligible Digital Assets, including with respect to DIGTL Trust's delays or inability to achieve final settlement. Certain blockchain protocol requirements applicable to the Delivery of a Digital Asset, and Digital Assets generally may cause the transfer not be deemed settled and completed until such time as: (a) the applicable transaction data has been recorded in an initial block and a certain number of subsequent blocks have been added to the applicable blockchain such that each block added after that initial block results in one confirmation, (b) the applicable transaction has met a different confirmation protocol method requirements applicable to a specific Digital Asset or Digital Asset network; and/or (c) the transaction has met a different confirmation or protocol requirement. Notwithstanding the foregoing or anything else in this Agreement to the contrary, the Delivery of a Digital Asset will only be deemed settled and completed if the relevant transaction(s), including all required confirmation(s), is included in the current longest chain, or current valid chain, of the applicable blockchain.

4.1.7. If the deposit or withdrawal of a Digital Asset is not completed in a manner consistent with operational feasibility, typically within two (2) business days -subject to factors outside our control- due to third-party delays, DIGTL Trust shall not be liable for any loss incurred to the Client.

4.2. Transfers of Cash

4.2.1. **Cash deposits.** The Client may deposit Cash into the Client's Cash Account from a third-party bank account via the DIGTL Platform.

4.2.2. Upon receiving and verifying that such request complies with Section 6, DIGTL Trust will complete any transfer to the Cash Account in a manner consistent with operational feasibility, typically within two (2) business days -subject to factors outside our control- after receipt. If a request for a Cash deposit is received after the Cut-off-Time, such transfer will be completed in a similar timeframe starting from the following business day.

4.2.3. DIGTL Trust will not accept, for the benefit of Client, Cash deposits from third parties. Cash deposits will only be accepted from banks that are in the name of an individual or an institution named in the related Cash Account.

4.2.4. **Cash withdrawals.** The Client may withdraw Cash from the Cash Account to a third-party bank account via the DIGTL Platform.

4.2.5. Upon receiving and verifying that such request complies with Section 6, DIGTL Trust will complete any transfer from the Cash Account in a manner consistent with operational feasibility, typically within two (2) business days -subject to factors outside our control- after receipt. If a request for a Cash withdrawal is received after the Cut-off Time, such transfer will be completed in the same timeframe starting from following business day.

4.2.6. Cash withdrawals are only permitted to bank accounts that are in the name of an individual or an institution named on the recipient's account.

4.2.7. If the withdrawal of Cash would result in the transfer of Cash exceeding the available balance in the Cash Account, DIGTL Trust may reject such withdrawal at its sole discretion.

4.2.8. **Cash transfers**. Cash withdrawals or deposits may only be effected via wire transfer or ACH. If a Cash deposit or withdrawal transfer is not completed in a manner consistent with operational feasibility, typically within two (2) business days -subject to factors outside our control- due to third-party delays, DIGTL Trust shall not be liable for any loss incurred to the Client.

4.3. Transfers of Financial Assets

4.3.1. **Financial Assets deposits**. The Client may transfer Financial Assets from itself, an external provider, or other third parties to the Custody Account. Prior to any such transfer, the Client via the DIGTL Platform. DIGTL Trust is not obligated to deposit any Financial Assets to the Custody Account before DIGTL Trust actually receives such Financial Assets by final settlement.

4.3.2. Upon receiving and verifying the transferred financial assets and that such request complies with Section 6, DIGTL Trust will provide the Client with settlement instructions, including specific account details and delivery instructions. The Client will initiate the transfer by instructing their current holding institution or broker to deliver the Financial Assets to DIGTL Trust.

4.3.3. DIGTL Trust will reconcile the received Financial Assets with the Client's Account records and confirm the successful transfer to the Custody Account.

4.3.4. **Financial Assets withdrawals.** Subject to the terms of this Agreement, the Client may initiate the transfer of Financial Assets from the Custody Account via the DIGTL Platform.

4.3.5. DIGTL Trust will provide the Client with a confirmation of the pending withdrawal transaction.

4.3.6. If the withdrawal of Financial Assets would result in the transfer of Financial Assets exceeding the available balance in the Custody Account, DIGTL Trust may reject such withdrawal at its sole discretion.

4.3.7. Risk in Relation to Financial Assets Transactions. The Client will bear the sole risk and expense associated with the transfer of Financial Assets, including any delays or inability to achieve final settlement. DIGTL Trust will follow established industry practices and relevant regulations to facilitate the timely settlement of securities transactions, however it will not be liable for any delays or failures in settlement arising from circumstances beyond its reasonable control or that are attributable to the actions or omissions of third parties involved in the settlement process. The settlement of Financial Assets may involve intermediary entities, such as stock exchanges, clearing houses, depositories, or transfer agents, and DIGTL Trust's role is limited to the custody and transfer of the Financial Assets as instructed by the Client.

4.4. Request for Additional Information. The Client will promptly provide DIGTL Trust with any additional information requested regarding the source or ownership of the Assets in the case of a deposit or the recipient of Assets in case of a withdrawal.

4.5. Transaction Limits. DIGTL Trust may, for risk management or other reasons, impose limits on the number or size, or both, of transactions processed for the Client under this Section 4.

5) Purchase and Sale of Assets

5.1. DIGTL Trust may purchase any Eligible Digital Assets from the Client or sell any such Eligible Digital Assets to the Client upon receipt of a Trade Order.

5.2. At the direction of the Client, we may: (a) exchange Financial Assets for other Financial Assets and/or Cash or Eligible Digital Assets in connection with any conversion privilege, reorganization, redemption in-kind, consolidation, tender offer or exchange offer, or any exercise or subscription, purchase or other similar rights represented by Financial Assets, Cash and/or Eligible Digital Assets; and/or (b) exercise voting or similar rights attributable to Financial Assets, Cash and/or Digital Assets in the Custody and Cash Accounts.

5.3. We may execute and fulfill the Client's Trade Orders. Our execution and settlement of Trade Orders is subject to available liquidity and market conditions generally. We reserve the right to cancel or reject any Trade Order, in whole or in part, for any reason.

5.4. We may offer settlement services (the "Settlement Services") that facilitate the settlement of transactions of Eligible Digital Assets, Financial Assets, or Cash between Client and Client's trade counterparty that also has a Cash and a Cash Account with DIGTL Trust (a "Settlement Partner"). The Client acknowledges that the Settlement Service, if offered, is an application programming interface (API) product complemented by a web user interface (UI). If offered,

Client may utilize the Settlement Services by way of a number of options, including settlement of one-sided requests with counterparty affirmation; one-sided requests with instant settlement; and two-sided requests with reconciliation. The Client understands that the Eligible Digital Assets available for use within the Settlement Services may not include all of Client's Eligible Digital Assets under custody.

6) Instructions

6.1 DIGTL Trust will only accept Instructions from the Client or an Authorized Person that has been duly authorized by the Client. The Client, or Authorized Person acting on behalf of the Client, may, from time to time, add to or remove Authorized Persons, or change the authorizations granted to any Authorized Person, by delivery of a new proof of authorization document.

6.2 DIGTL Trust may act upon and rely upon any Proper Instruction received from, or believed in good faith by DIGTL Trust to be received from, an Authorized Person, that have been validated in accordance with our procedures that we may put in place from time to time, unless or until DIGTL Trust has (a) received written notice of any change thereto from the Client and (b) had a reasonable time to note and implement such change.

6.3 Validation procedures used by DIGTL Trust are designed only to verify the source of the Instruction and not to detect errors in the content of that Instruction or to prevent duplicate Instructions.

6.4 DIGTL Trust may reject or decide, in its sole and absolute discretion, not to act on any Instruction to transfer Assets (a) based on our applicable policies and procedures, including the results of our transaction monitoring and screening procedures, (b) where it reasonably doubts such Instruction's contents, authorization, origination or compliance with our policies and procedures, (c) where it reasonably believes that acting on the Instruction could: (i) require it to register or qualify as a regulated entity in fields where it currently is not, (ii) violate or facilitate the violation of any Law, or (iii) subject DIGTL Trust to any financial or other liability, and, in each case, DIGTL Trust covenants to promptly notify the Client of its decision in such instance if permitted to do so by Law, or (iv) in order to give effect to transaction limits imposed in accordance with Section 5.6. In the event we will receive conflicting Instructions from the Client or any Authorized Person, we will be entitled, at our option, to refrain from taking action until such conflicting Instructions are reconciled to its reasonable satisfaction.

6.5 Any Instructions received by DIGTL Trust, whether electronically or otherwise via the DIGTL Platform shall be deemed as Proper Instructions.

6.6. The Client is solely responsible for any Instructions given to DIGTL Trust or on which DIGTL Trust is entitled to rely hereunder, whether or not properly authorized by the Client.

DIGTL Trust will have no duty or responsibility to inquire into, make recommendations, or determine the suitability of any Instructions or transactions affecting the Custody and Cash Accounts. DIGTL Trust will have no obligation to act in accordance with purported Instructions to the extent that they conflict with applicable Law and it will not be liable for any loss resulting from a delay while it obtains clarification of any Instructions and it will not be responsible for any errors made by or on behalf of the Client, any errors resulting, directly or indirectly, from fraud or the duplication of any Instruction by or on behalf of the Client, or any losses resulting from the malfunctioning of any devices used by the Client or loss or compromise of credentials used by the Client to deliver Instructions. However, DIGTL Trust at its sole discretion may subject certain Instructions to an enhanced review process in order to exercise due diligence and mitigate potential risks to the interests and Assets of the Client.

6.7. All Instructions are to be given in the English language only and DIGTL Trust may act on them only within Cut-Off Times.

7) Performance by DIGTL Trust

7.1. DIGTL Trust shall offer the Services only upon receipt of specific Proper Instructions, delivered in accordance with Section 6.

7.2. DIGTL Trust may perform any of its duties or obligations under this Agreement through nominees, depositories, sub-custodians, subcontractors or agents (including its affiliates), whenever and on such terms and conditions as it deems necessary or advisable to perform such duties or obligations or liabilities. We will act in good faith and use reasonable care in the selection and continued appointment of unaffiliated stock exchanges, depositories, clearing houses, sub-custodians, subcontractors, broker-dealers, transfer agents, securities dealers, technology providers or other agents.

7.3. DIGTL Trust will also display Custody and Cash Account information via DIGTL Platform, to which the Client shall have direct access. The Client shall be able to view their account information in real-time, subject to any necessary restrictions imposed by regulatory authorities or during final settlement processes. The DIGTL Platform provider shall make reasonable efforts to ensure the continuous availability and reliability of the platform. However, Client acknowledges that, in exceptional circumstances or due to unforeseen technical issues, the platform may be temporarily inaccessible. In the event of platform downtime or unavailability for any reason, including but not limited to technical maintenance, upgrades, security concerns, or other operational reasons, DIGTL Trust shall not be held liable for any resulting inconvenience or financial consequences. The Client shall be able to contact the DIGTL Platform's dedicated customer support team in the event of platform unavailability or any difficulties accessing the Client's Custody and Cash Account information. DIGTL Trust shall make reasonable efforts to provide alternative means for Client to obtain necessary information during such periods.

7.4. DIGTL Trust may take such steps that it determines, in its sole discretion, may be necessary or advisable to inspect and protect the security of the Assets, the Custody and Cash Accounts, and the Omnibus Wallet or to enhance DIGTL Trust's ability to secure them, including cancelling, interrupting, terminating or suspending any or all of our Services. We may from time-to-time review and amend our policies and procedures or impose such additional policies and procedures we, in our sole discretion, consider necessary or advisable to enhance our ability to secure the Assets, the Custody and Cash Accounts, or the Omnibus Wallet.

8) Cash Account Protection

8.1. In order to facilitate the custody and exchange of our Client's Cash in the Cash Accounts the use of accounts connected to the internet is necessary. DIGTL Trust understands that connection to the internet creates risk of security breaches/failures and thus has implemented not only standard, but also additional security measures in order to minimize such risks. The following three factors determine the overall security of the Cash and DIGTL Trust has taken all the available precautions to make sure that Cash is best secured following market standards: a) the strength of the password; b) the number of parties with access to the username and password associated with the account; and c) the security of the institution with which the account is created.

9) Custody Account Protection

9.1. Risks.

9.1.1. DIGTL Trust understands the cybersecurity dangers that threaten the safe custody of Digital Assets, especially regarding the cryptographically-based cybersecurity risk of the transmission and storage of Digital Assets. We have taken all the necessary precautions in order to minimize our exposure to such risks as well as the human element risk.

9.1.2. **The human element.** DIGTL Trust understands that human behavior may contribute to cybersecurity risk, but at the same time it may also contribute to mitigating cybersecurity risk. We are making sure that our employees and third-party contractors (the "Authorized Personnel") that are responsible for storing Eligible Digital Assets possess a deep understanding of the heightened risk involved as well as the heightened responsibility that accompanies the storage. We are training the Authorized Personnel annually, with the focus being on the mitigation of reasonably preventable attacks stemming from human error, lack of technological literacy, and carelessness. All Authorized Personnel undergo comprehensive training on Eligible Digital Assets security practices, risk management, and response procedures.

9.2. Processes, Software and Hardware systems.

9.2.1. DIGTL Trust is managing the private keys associated with Client Eligible Digital Assets on behalf of the Client. In order to effectively do so, we have focused on the design, implementation, and maintenance of a system that secures, maintains, and permits continuous use of private keys that remain in custody. The system that we have established includes the following components: a) sharding of private keys; b) "cold", "warm" and "hot" wallets, determined by how the wallet shards are stored, c) wallet backup, redundancy, & safety, and d) wallet/access permissions.

9.2.2. **Sharding of private keys.** To create wallets for Eligible Digital Assets, we will use multi-party computation to generate three geographically distributed key shards thereby removing the risk of storing complete private keys in any single location. Each Shard is securely generated simultaneously but in isolation in a secure environment. Signing transactions requires two of the three shards. The three keys are retained by DIGTL Trust and a wallet service provider, where DIGTL Trust retains one key (the "DIGTL Shard") and the wallet service provider two (the "WSP Shards").

9.2.3. **'Cold', 'warm' and 'hot' wallets.** We will store the private key shards differently, depending on the "temperature" of the wallet. In the case of "cold" wallets, all shards will remain isolated from the signing agent. "Warm" wallets will keep one of the keys online with the signing agent. "Hot" wallets will keep both online. A substantial portion of the Eligible Digital Assets are stored in "cold" wallets, while a limited amount of Eligible Digital Assets required for day-to-day operations may be stored in "warm" or "hot" wallets with enhanced security measures: a) in the case of "warm" wallets the WPS Shards are kept online, while the DIGTL Shard remains offline and thus only us would be able to manually check the transaction and b) in the case of "hot" wallets, the DIGTL Shard and the WPS Shards are all kept online, while the asset security is derived from the wallet's transaction authorization policy.

9.2.4. **Wallet Backup, Redundancy & Safety.** We will keep a backup of our shard (one of three) and can recover any wallet by engaging with one of the other two shard holders.

9.2.5. **Wallet access/permissions.** DIGTL Trust implements time-tested principles and security controls, which include, but are not limited to, the following: a) least privilege; b) segregation of duties; c) dual control, d) split knowledge and e) 2FA. We ensure that sensitive Eligible Digital Asset processes and procedures are conducted by the Authorized personnel. Only Authorized Personnel with designated roles will have access to Eligible Digital Assets. Each employee's level of access will be determined by their job responsibilities and will follow the principle of least privilege. We are segregating duties such as authorization, accounting, and transactions, and are requiring two or more Authorized Personnel individuals to authorize an Eligible Digital Asset transaction above certain thresholds. All individuals with access to Eligible Digital Assets use 2FA to enhance the security of their accounts and prevent unauthorized access.

10) Incident Response.

10.1. **Security breach.** In the event of a suspected or confirmed security breach (the "Incident"), the Authorized Personnel will be activated to take a number of steps after the identification of the breach.

10.2. **Assessment.** The Authorized Personnel shall assess the scope and severity of the Incident to determine its potential impact on the Assets.

10.3. **Containment.** The Authorized Personnel shall take immediate steps to contain the Incident and prevent it from spreading further. The Authorized Personnel shall isolate the affected Assets in order to minimize further damage.

10.4. **Communication.** The Authorized Personnel shall immediately notify the Chief Compliance Officer (the "CCO") and the senior management. The senior management shall notify appropriate stakeholders, including the Client and regulatory authorities, of the Incident, its potential impact on the security or integrity of the Assets.

10.5. **Preservation of Evidence.** The Authorized Personnel shall reserve all relevant evidence related to the Incident, as this may be crucial for investigations and legal actions. The Incident shall be documented in detail, including the date and time of discovery, individuals involved or affected, a description of what happened, and any actions taken during the Incident.

10.6. **Analysis.** The higher management shall conduct a thorough analysis to determine the root cause of the Incident and identify vulnerabilities or weaknesses in security measures that allowed it to occur.

10.7. **Remediation.** The higher management shall develop and implement a plan to address the vulnerabilities and weaknesses identified during the analysis phase and take all necessary and available steps to restore the Assets.

10.8. **Monitoring.** The Authorized Personnel shall continuously monitor the situation to ensure that the Incident is fully contained and that there are no further security breaches.

10.9. **Reporting.** The Authorized Personnel shall prepare a formal incident report that includes all relevant details, actions taken, and recommendations for preventing similar incidents in the future. This report shall be shared with the management, legal teams, and other relevant stakeholders.

11) Data Retention and Sharing

11.1 DIGTL Trust shall preserve all records collected from the Client and all information regarding the Assets (the **"Data"**) for no less than five (5) years after termination of the business relationship. At the end of this five-year period, the personal data retained shall be deleted upon approval of the Management Board or the Compliance Officer and in accordance with our GDPR

policy, unless its retention for a longer period is permitted or is required by another legal provision, which in any case cannot exceed twenty (20) years.

11.2 DIGTL Trust may process itself and share the Data with third-parties in order to fulfill its obligations under the Deed of Trust. In the case the third-parties are located outside the European Union (the **"EU"**) in a jurisdiction where GDPR adequate decision has been issued, it implement appropriate safeguards to protect the data during and after the transfer, such as Standard Contractual Clauses (SCCs) or Binding Corporate Rules (BCRs).

11.3. Only Authorized Personnel shall have access to the Data and it shall be handled in accordance with the applicable GDPR provisions.

12) Audits

12.1. DIGTL Trust's security infrastructure, policies, procedures, and controls are systematically evaluated by security audits, with the primary purpose being to assess the effectiveness of security measures and identify vulnerabilities that could lead to security breaches.

12.2. Security audits shall be conducted on an annual basis by third-party cybersecurity experts or auditing firms. These experts bring an objective perspective and specialized knowledge to the assessment.

12.3. Audits can cover various aspects of security, including network security, physical security, access controls, data protection, and compliance with regulatory standards (e.g., GDPR).

12.4. After the audit has been concluded, a comprehensive report that includes findings, vulnerabilities discovered, recommendations for improvement, and a risk assessment, shall be generated. DIGTL Trust shall conform with the auditor's finding and update all its policies and procedures accordingly, if it sees fit.

13) Review and Updates

13.1. These Services Terms and Conditions are to be reviewed at least on an annual basis by DIGTL Trust for compliance with industry standards and legal requirements. We will continually assess their effectiveness and relevance in light of current security threats and update on an ongoing basis the sections as needed to reflect changes in technology and threat landscape.