

CRYPTO CUSTODY SERVICE AGREEMENT

The parties to this Crypto Custody Service Agreement ("**Agreement**") are: (i) BitGo Europe GmbH, Mainzer Landstraße 10, 60325 Frankfurt am Main, Germany, authorised as a crypto-asset service provider (CASP) to provide custody and administration of crypto-assets on behalf of clients under MiCAR ("**Custodian**", "**BitGo**", "**we**" or "**us**"), and (ii) you, the client identified during onboarding ("**Customer**" / "**Client**").

This Agreement sets out the terms and conditions under which the Customer may use the Custodian's Services provided by BitGo.

Customer and BitGo, each referred to in this Agreement as a "**Party**" and together the "**Parties**."

BY COMPLETING THE IN-APP ONBOARDING AND CLICKING 'ACCEPT', YOU MAKE A BINDING OFFER TO ENTER INTO THIS AGREEMENT. WE ACCEPT BY CREATING YOUR CUSTODIAL ACCOUNT AND CONFIRMING THE CONCLUSION AND CONTENT OF THE AGREEMENT ON A DURABLE MEDIUM (DOWNLOADABLE PDF AND EMAIL). IF WE CANNOT COMPLETE REQUIRED CHECKS, WE MAY DECLINE YOUR OFFER.

1. Definitions

- (1) "**Affiliate**" means any affiliated company as defined in section 15 of the German Stock Corporation Act (*Aktiengesetz*), such as, in particular, controlling companies and group companies.
- (2) "**Agreement**" means this Crypto Custody Service Agreement.
- (3) "**AML**" means anti-money laundering.
- (4) "**BitGo**", or "**BitGo Entities**" means Custodian and its Affiliates.
- (5) "**CFT**" means countering the financing of terrorism.
- (6) "**Custodial Coins**" means Supported Coins held by Custodian in the Custodial Wallet.
- (7) "**Custodian's Services**" means those services provided for Customer under this Agreement. Custodian may obtain services from its Affiliates BitGo, Inc., 2443 Ash Street, Palo Alto, California 94306, USA, and BitGo Trust Company, Inc., 6216 Pinnacle Place, Suite #101, Sioux Falls, South Dakota 57108, USA.
- (8) "**Custodial Account**" means one or more custody accounts established by Custodian and maintained on its books for the receipt, safekeeping, and maintenance of Custodial Coin.
- (9) "**Custodial Wallet**" means a Wallet where Custodian is responsible for controlling all of the Keys.
- (10) "**Custodial Wallet Withdrawal Timeframe**" means forty-eight (48) hours (excluding weekends and bank holidays in Germany) after Custodian's receipt of Customer's valid withdrawal request from the Custodial Wallet. Customer agrees it will make

Representatives available to perform all required due diligence and identification requests, including video identification, within the first twenty-four (24) hours (excluding weekends and bank holidays in Germany) of the withdrawal request. Custodian reserves the right to take additional time beyond the 24 hour period if such time is required to verify security processes for large or suspicious transactions. Any such processes will be executed reasonably and in accordance with Custodian documented protocols, which may change from time to time at the sole discretion of Custodian.

- (11) **"End Customer"** means customers of Customer who are being provided any kind of services via a platform or any other business operated by Customer.
- (12) **"Fee Schedule"** means the Fee Schedule attached as Exhibit A, including any amendments.
- (13) **"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.
- (14) **"Instruction"** means an instruction (including a standing instruction) received by Custodian through an agreed Security Procedure.
- (15) **"Key"** means an alphanumeric value (private key) that is created as part of asymmetric cryptography and paired with a public key to set off an algorithm to encrypt or decrypt a message from an encrypted to a readable format (and vice versa) in order to initiate changes in value represented in public keys in a digital currency network.
- (16) **"MiCAR"** means Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets.
- (17) **"Non-Custodial Wallet Services"** has the meaning set out in Section 8(1) of this Agreement.
- (18) **"Personal Data"** has the meaning set forth in the GDPR.
- (19) **"Representative"** means a statutory representative, an officer or an employee of Customer or of one of its Affiliates or any other natural or legal person acting under a valid power of representation who has been designated by Customer to be authorised to access the Wallet and to give Instructions. Such persons will be deemed to be Representatives of Customer until such time as Custodian receives duly served notice from Customer that any such person is no longer an Representative.
- (20) **"Supported Coins"** are those digital currencies which are supported by Custodian, a list of which shall be maintained at <https://developers.bitgo.com/coins/> or a successor site (the **"Supported Coins Schedule"**).
- (21) **"Wallet"** means a set of Keys which can be used to transmit digital currencies on a digital currency network, where Custodian has possession of at least one Key, and which is established on behalf of Customer by Custodian.

2. Conclusion and Scope of the Agreement

- (2) The Agreement is concluded exclusively via the Platform. By clicking 'Accept' or similar, Customer submits a binding offer; acceptance occurs when the Custodial Account is created. No separate declaration of acceptance by Custodian will be made. There is no entitlement to acceptance of the offer or to the creation of a Custodial Account.

- (3) Custodian may refuse to enter into this Agreement where required by law or our regulatory obligations (including AML/CFT), or based on our legitimate risk criteria.
- (4) Prior to providing Custodian's Services under this Agreement, Custodian must carry out onboarding and due diligence checks on the Customer. Until such checks have been satisfactorily completed, Custodian may decline to enter into the business relationship or may suspend or restrict the Custodian's Services.
- (5) This Agreement will commence on the later of (i) the Customer's execution of this Agreement and (ii) the satisfaction of the Customer's due diligence (KYC) requirements in the sole opinion of the Custodian.

3. Custodian's Services

- (1) *Wallet.* Customer shall use Custodian's Services to request the establishment of, and Custodian shall establish and maintain, a Custodial Wallet as a custodian for the benefit of Customer ("**Custodial Wallet Services**").
- (2) *Delegation.* Custodian is authorised to appoint any nominees, agents, outsourcing partners or subcustodians, whether in its own name or that of Customer, to perform any of the duties of Custodian under this Agreement subject to compliance with Article 75(9) of MiCAR. Any reference in this Agreement to Custodian shall, where the context so requires, include its nominees, agents or subcustodians appointed by Custodian on its behalf. Outsourcings considered as material by Custodian for the services provided under this Agreement are disclosed in Exhibit B, which Exhibit may be updated upon written notice to Customer.
- (3) *No verification.* Custodian shall not have any obligation to verify or otherwise review the title, validity or genuineness of any of the Custodial Coins, received or delivered by it pursuant to this Agreement.
- (4) *Scope of services.* Customer acknowledges that Custodian will not provide any legal, tax or investment advice or portfolio management services under or in connection with this Agreement and that Customer will remain responsible for the selection, acquisition and disposal of Custodial Coins at all times. Custodian shall have no obligation to explain or warn of any risks taken or to be taken by Customer.

4. Standard of Care and Liability

- (1) *Standard of care.* Custodian will act with the diligence of a prudent businessman in performing its obligations under this Agreement.
- (2) *Liability of Custodian.* In case of willful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) on the part of Custodian or by Custodian's agents in performance of this Agreement (*Erfüllungsgehilfen*) Custodian is liable to the extent provided by statutory law. To the extent any breach of fundamental obligations (*wesentliche Vertragspflichten*) under this Agreement is not willful misconduct (*vorsätzlich*) or grossly negligent (*grob fahrlässig*), Custodian's liability for damages shall be limited to the typically predictable damage. A fundamental obligation is a basic and essential contractual obligation, the performance of which is required for the proper execution of this contract and on the performance of which the other party has relied and could rely. Any liability for culpable (*schuldhaft*) damage to life, body or health as well as each party's liability under the

German Product Liability Act shall remain unaffected. Any liability not expressly addressed in the aforementioned paragraphs to this Section of this Agreement is hereby excluded.

- (3) *Acts of God.* For the avoidance of doubt, Custodian shall not be liable to Customer for failure or inability to perform under this Agreement or for any loss of Custodial Coins to the extent inability or loss is attributable to circumstances beyond Custodian's reasonable control, including acts of God, terrorist activities, war, rebellion, or military or usurped power or confiscation, provided that Custodian did not, through its willful misconduct or negligence, cause or contribute to such loss and such failure.
- (4) *Liability of Customer.* Customer shall be liable to Custodian for the entire damage caused, including without limitation, as a result of the execution of an unauthorised Instruction, if Customer or its agents (*Erfüllungsgehilfen*) have acted fraudulently or caused the damage by a negligent (*fahrlässig*) breach of the obligations of Customer set forth in this Agreement. For the avoidance of doubt, this applies, among others, to the liability of Customer for transactions in Custodial Coins, and, in particular, with respect to Customer's or any Representative's failure to protect the confidentiality or security of Security Procedures (such as Wallet login credentials or private keys associated with Custodial Coins).
- (5) *Mitigation of damage.* Each party shall have a duty to reasonably mitigate damage for which the other party may become responsible.
- (6) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTODIAN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. CUSTODIAN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED IN ANY OF THE FOREGOING WILL BE CONTINUOUS, UNINTERRUPTED, OR TIMELY; BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES; OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

5. Representations, Warranties and Covenants

- (1) Custodian represents, warrants and covenants that:
 - (a) it is duly organised and validly existing under the laws of Germany, and is authorised to provide the services under this Agreement in Germany;
 - (b) it has full power to execute and deliver this Agreement and to perform all the duties and obligations to be performed by it under this Agreement; and
 - (c) Custodian has no ownership interest in the Custodial Coins.

- (2) Customer represents, warrants and covenants that:
- (a) it is duly organised, validly existing and in good standing under the laws of its jurisdiction of incorporation, has all corporate powers required to carry on its business as now conducted, and is duly qualified to do business and is in good standing in each jurisdiction where such qualification is necessary;
 - (b) it has full power to execute and deliver this Agreement and to perform all the duties and obligations to be performed by it under this Agreement;
 - (c) it has all rights, title and interest in and to the Custodial Coins in the Wallet as necessary for Custodian to perform its obligations under this Agreement;
 - (d) it will, at all times, exclude potential End Customers' claims for delivery of Custodial Coins against Customer and Custodian to another wallet;
 - (e) it will comply with all applicable laws and regulations including those relating to the prevention of money laundering, anti-terrorist financing and the implementation of sanctions at all times.
- (3) Each party shall immediately notify the other party if, at any time after the date of this Agreement, any of the representations, warranties and covenants made by it under this Agreement fail to be true and correct as if made at and as of such time. Such notice shall describe in reasonable detail the representation, warranty or covenant affected, the circumstances giving rise to such failure and the steps the notifying party has taken or proposes to take to rectify such failure.

6. Duties and Obligations of Custodian

- (1) Insurance. Throughout the term of this Agreement, Custodian will maintain insurance coverage in such types and amounts as are commercially reasonable for the Custodial Wallet Services provided hereunder. Client acknowledges that any insurance related to theft of digital assets will apply to Custodial Wallet Services only, where all keys are held by Custodian, and not Non-Custodial Wallet Services.
- (2) *Safekeeping of Custodial Coins.* Custodian shall keep in safe custody on behalf of Customer all Custodial Coins received by Custodian in accordance with its Custody Policy, a copy of which is shared with Customer. For the avoidance of doubt, with respect to Custodial Coins held by Custodian in the Custodial Wallet, Custodian shall only keep in safe custody the Key(s) of which it has possession. All Custodial Coins credited to the Custodial Wallet shall be held in the Custodial Wallet at all times, and the Custodial Wallet shall be controlled by Custodian at all times. Custodian will use commercially reasonable efforts to keep all Keys to the Custodial Wallet secure and shall maintain at least one (1) backup Key to use as a replacement. Custodian shall segregate Custodial Coins from both (i) assets held by Custodian for its own account and (ii) assets of other customers of Custodian, except for Custodial Coins for which Customer specifically instructs Custodian to keep them in omnibus wallets, in which case Custodian will

maintain an internal ledger to distinguish Customer's Custodial Coins from assets of Custodian or other customers. Customer will at no time have access to any Key related to Custodial Coins held by Custodian in the Custodial Wallet. Custodian shall exercise all commercially reasonable efforts to prevent unauthorised access to or use of the Keys to the Custodial Wallet.

- (3) *Reporting and Valuation of Custodial Wallets.* Custodian shall provide Customer or its Representative of Customer at least once every three months and at the first request of the client concerned, with a statement of position of the crypto-assets recorded in the name of those clients. The statement of position shall identify the crypto-assets concerned, their balance, their value and the transfer of crypto-assets made during the period concerned. Statement will be provided on Custodian's online platform and will be mailed if requested by Customer. Please note there may be an additional fee for paper statements. Customer must raise any objections which Customer may have concerning the incorrectness or incompleteness of a periodic report or statement of account not later than six weeks after its receipt; if the objections are made in text form, it is sufficient to dispatch them within the period of six weeks. Failure to make objections in due time shall be considered as approval.
- (4) To value Custodial Coins held in Customer's Wallet, Custodian will electronically obtain certain fiat equivalent prices from digital currency market data providers or other sources. Custodian cannot guarantee the accuracy or timeliness of prices received and the prices are not to be relied upon for any investment decisions for Customer's Wallet.
- (5) *Service Levels.* Custodian will: (i) provide reasonable technical support to Customer, by email or telephone, during Custodian's normal business hours; and (ii) respond to support requests in a timely manner, and resolve such issues by providing updates and/or workarounds to Customer, consistent with the severity level of the issues identified in such requests and their impact on Customer's business operations.
- (6) *Transmission of Information.* Custodian has no duty to provide to Customer any information relating to a Custodial Coin in the Wallet which Custodian may have learned in connection with another Wallet or customer or from any source other than in the operation of Customer's Wallet.
- (7) Customer may give instructions to Custodian with respect to the Custodial Coins safekept by Custodian ("**Customer Instruction**"). Custodian shall follow Customer Instructions, unless Custodian, when complying with such Customer Instruction, would be in breach of its own regulatory obligations or any other laws applicable to Custodian.

7. Custodial Wallet Service

- (1) *Receipt.* Custodian shall credit to the Custodial Wallet all Custodial Coins properly received by Custodian in accordance with the procedures set out under or in connection with this Agreement for the benefit of Customer. Custodian shall notify Customer electronically of such receipt of Custodial Coins and of such credit to the Custodial Wallet.
- (2) *Access.* Customer and Representatives shall be able to access the Custodial Wallet at substantially all times, by electronic means, in order to check information about the

Custodial Wallet, to transfer Supported Coins to the Custodial Wallet, to withdraw Custodial Coins from the Custodial Wallet and initiate withdrawal of Custodial Coins from the Custodial Wallet. Custodian may, at its reasonable discretion, restrict access to the Wallet or to certain Custodian's Services for system maintenance, security measures or due to technical problems in digital currency networks. During such a period, Customer cannot give Instructions and Custodian is not obliged to execute transactions.

- (3) *Withdrawal.* Customer shall only be able to withdraw Custodial Coins stored in the Custodial Wallet to a compatible Wallet on which Custodian has conducted the due diligence reasonably necessary for Custodian to perform its obligations under this Agreement and applicable law.

With respect to Custodial Wallets, Customer will be able to make such withdrawals within the Custodial Wallet Withdrawal Timeframes, and agrees to execute instruments, provide information, or perform any other acts as may reasonably be requested by Custodian for the purpose of carrying out due diligence as may be required by applicable law. It is Customer's responsibility to determine if such Wallet meets all applicable legal and technical requirements.

- (4) Custodian shall not allow withdrawals of any Custodial Coins from the Custodial Wallet except those withdrawals made by Representatives, as identified by Customer to Custodian and whose identity has been reasonably confirmed by Custodian using good faith efforts and consistent with Custodian's customer identification protocols. Custodian shall debit from the Wallet all Custodial Coins withdrawn by Representatives from the Wallet. Custodian shall notify Customer and the relevant Representative(s) of such withdrawal and of such debit from the Wallet.

- (5) *Suspension of access.* Custodian reserves the right, at its reasonable discretion, to suspend Customer's or any Representative's access to or use of the Wallet and extend, indefinitely, Custodial Wallet Withdrawal Timeframes if, in Custodian's good faith belief, such restriction is reasonably necessary to comply with Custodian's AML/CFT programs and policies, any requirements under applicable law, to prevent fraud, prevent suspicious transaction, or for any of the reasons set out in Section 11 of this Agreement.

- (6) *Reselling.* Customer shall not resell Custodian's Services or software.

8. Additional Custodian's Services

(1) *Non-Custodial Wallet Service.* Custodian also provides Customer with the option to create non-custodial wallets ("**Non-Custodial Wallets**") that support certain digital assets via an API and Web Interface ("**Non-Custodial Wallet Services**"). Non-Custodial Wallet Services are provided under the terms as set forth in Annex 1 to this Agreement.

(2) *Staking & Delegation Services.* Custodian may also provide Customer with certain staking and delegation services. By proceeding with staking services in respect of its assets, on the Custodian's online platform, Customer consents to such assets being staked or delegated in accordance with the terms for these Services posted at <https://www.bitgo.com/legal/staking-and-delegation-services-terms> or a successor site, as may be amended from time to time in Custodian's sole discretion (the "**Staking Terms**").

(3) *WalletConnect.* At the Custodian's election, Custodian may integrate Customer's Non-Custodial Wallets with WalletConnect Foundation's APIs and services. "WalletConnect" refers to a non-BitGo application that enables Client to connect with third-party applications and decentralized applications (collectively, "**dApps**"). While the Non-Custodial Wallet Services may facilitate such connections, WalletConnect and any dApps accessed through it are not owned, operated, controlled, reviewed, or endorsed by Custodian or its affiliates. Transactions authorized through WalletConnect may be irreversible. Customer should connect only to trusted third-party applications and wallets. Custodian disclaims all liability for any losses or damages arising from Customer's use of WalletConnect or any dApps or wallets accessed through it. Use of WalletConnect is governed by the WalletConnect Foundation's Terms of Use (located at <https://walletconnect.network/terms>) or successor site. Custodian will invoice Customer and Customer will pay the fees as described in Exhibit 1 to this Agreement. Notwithstanding anything to the contrary in the Agreement, all payments made hereunder are non-refundable. Custodian may impose transfer limits or restrict counterparties, but Customer remains solely responsible for compliance with applicable laws. Without limitation of anything contained therein, in no event will Custodian have any liability whatsoever in connection with Customer's use of WalletConnect's API and services, including for loss of profits, business interruption, loss of information, or damages arising out of the use or inability to use the WalletConnect, even if Custodian has been advised of the possibility of such damages.

(4) *Additional Offerings.* Custodian may introduce additional offerings as part of Custodian's Services, the use of such shall be subject to the terms of this Agreement. Custodian shall notify Customer of additional terms governing use of the additional offerings, if any, via email and by posting on or through <https://www.bitgo.de/entities/BitGoEuropeGmbH/> or a successor site. Customer may email Custodian to indicate either approval or disapproval of the additional terms before their proposed date of entry into force by emailing Custodian. The additional terms shall be deemed to have been approved by Customer, unless Customer has indicated disapproval before their proposed date of entry into force. Disapproval of these additional terms may result in lack of access to the additional offering.

9. **Security Procedures and Instructions**

- (1) *Security Procedures.* Customer agrees to use and comply with any transmission methods and security controls implemented or offered by Custodian for verifying the authenticity of Instructions received by Custodian from or on behalf of Customer ("**Security Procedures**"). For each transaction, Customer or its Representative, as applicable, shall give an Instruction to Custodian and Custodian shall verify the authenticity of any such Instruction that is purportedly issued by or on behalf of Customer in accordance with the Security Procedures. Customer shall be bound by an Instruction irrespective of whether its authenticity is verified by Custodian in accordance with the applicable Security Procedure, provided that the Instruction is authorised by Customer and/or its Representative.
- (2) *Representatives.* Customer may designate one or more Representative(s) who may issue Instructions for Customer. Customer shall ensure at all times that any person designated as an Representative has the power to act in the name of Customer. Customer shall maintain an updated and current list of Representatives at all times and shall immediately (*sofort*) notify Custodian of any changes to the list of Representatives, including for termination of employment, or otherwise. Customer acknowledges and agrees that Custodian shall reasonably rely on the list of Representatives until such time as Customer has notified Custodian of any changes to the list and Custodian has acknowledged receipt of such notification.
Customer shall make available all necessary documentation and know your customer identification as reasonably requested by Custodian to verify (i) the identity of the Representative, (ii) that the Representative is eligible to act as such on behalf of Customer and (iii) that the party(ies) requesting the changes in the list of Representatives have valid authority to so request changes on behalf of Customer.
- (3) *Customer's security measures.* Customer shall, and shall cause its Representative(s) to, restrict access to the Security Procedure(s) or information relating thereto, such as, if applicable, keys, authentication tokens, developer access tokens, personalised security features, personal identification numbers, codes, passwords and other security devices and measures as communicated between the Parties. Customer shall establish and maintain appropriate precautions, in particular sound and effective organisational and administrative arrangements such as appropriate access controls and safeguard arrangements for information processing systems, and shall cause any person granted access to such information or any such devices or measures to establish and maintain

appropriate precautions in order to limit the risk of unauthorised access by third persons and ensure the confidentiality of information relating to Security Procedures. Such precautions shall include, without limitation,

- (a) logging off from the Wallet at the end of each session and closing the web browser used during such session when accessing Custodian's Services;
 - (b) with respect to Wallets which are not Custodial Wallets, maintaining secure backups for any Keys and passwords used to restrict those Keys;
 - (c) ensuring that Representatives are adequately informed and trained for securing the Wallet, including operation of the Wallet and Custodian's Services, general security principles regarding passwords and identifying material, and physical security of computers, keys, and personnel; and
 - (d) taking reasonable measures to keep all software and hardware (including machines, networks, computer equipment, phones, programs and apps) used directly or indirectly to access the Wallet and Custodian's Services free of malware and malicious code and in secure and protected locations.
- (4) *Notification of unauthorised access.* Customer shall notify Custodian immediately (*sofort*) if it has reason to believe that unauthorised persons may have obtained access to or used Customer's Wallet credentials or that any other breach of security occurred (including any breach or suspected breach of Customer's systems, network or developer application). Customer shall fully describe the issue at hand including the date, type of problem, and where (in what part of the system) Customer experienced that problem. Customer agrees that it will provide Custodian with all information Custodian reasonably requests and fully cooperate with and facilitate any investigation by Custodian to identify the issue and assess the security of the assets and Wallet.
- (5) *Erroneous Instructions.* Security Procedures are intended to provide a commercially reasonable degree of protection against unauthorised transactions and are not designed to detect errors or omissions in Instructions. Custodian shall have no duty to detect errors or omissions in Instructions, or any liability for any failure to do so, in connection with the application of any Security Procedure.
- (6) *Refusal by Custodian.* Custodian reserves the right to reject or decline to process or delay the processing of any Instruction and may refuse to act on any Instruction (a) that is not in compliance with the applicable Security Procedure, (b) where Custodian suspects in good faith that the Instruction was not properly authorised, or is not authentic or accurate, (c) that could reasonably be expected to result in an extension of credit in digital currency to Customer, or (d) that could reasonably be expected to cause Custodian to breach any applicable laws, regulations or other similar limitations imposed on Custodian. Custodian shall give notice to Customer or the applicable Representative of any such action without undue delay, unless Custodian suspects in good faith, by giving such notice, to be in breach of any applicable laws, regulations or other similar limitations imposed on Custodian.
- (7) *Cancellation by Customer.* Customer acknowledges and agrees that transactions in digital currency networks may not be cancelled or reversed, that any Instruction given by

Customer or its Representative(s) will be unconditional and irrevocable and will, save for refusal in accordance with the above, result in the automatic processing of a transaction in Custodial Coins and that Instructions may not be cancelled, reversed or otherwise modified upon Customer's request.

- (8) *Network failures.* Customer further acknowledges and agrees that transactions in digital currency networks may be substantially delayed or may not be completed due to temporary or permanent network failures and that Custodian does not guarantee or ensure that any Instruction given via Custodian's Services will result in a transaction in the respective digital currency network.

10. Custodian Fork, Airdrop Policy and Supported Coins

- (1) *Airdrops and forks.* Customer agrees that all airdrops and forks will be handled by Custodian pursuant to its custodial fork policy, available under <https://www.bitgo.com/resources/fork-policy> (the "**BitGo Fork Policy**"). Customer acknowledges that Custodian is under no obligation to support any airdrops or forks, or handle them in any manner, except as detailed in the BitGo Fork Policy. Customer further acknowledges that Custodian, at its reasonable discretion, may update the BitGo Fork Policy from time to time. Custodian will notify Customer of modifications to the BitGo Fork Policy.
- (2) *Supported Coins.* Custodian assumes no responsibility or liability if Customer loses, burns, or otherwise cannot access or control any digital currency, crypto asset, token, coin or other asset that is not a Supported Coin. Custodian's liability with respect to Supported Coins by Custodian shall be determined in accordance with Section 4 (Standard of Care and Liability).

11. Prohibited Activities

- (1) *Prohibited Activities.* Customer agrees that Customer will not use the Wallet or Custodian's Services to perform any type of illegal activity of any sort or take any action that negatively affects the performance of Custodian's Services ("**Prohibited Activity**"). Customer may not, among others, engage in any of the following activities with respect to Custodian's Services, nor may Customer support a third party in any such activity:
- (a) receive any digital currency, crypto asset, token, coin or other asset other than Supported Coins in the Wallet;
 - (b) attempt to gain unauthorised access to Custodian's Services or another customer's Wallet;
 - (c) make any attempt to bypass or circumvent any security features;
 - (d) violate any law, statute, ordinance, or regulation;
 - (e) reproduce, duplicate, copy, sell or resell Custodian's Services for any purpose except as authorised in this Agreement;

- (f) engage in any activity that is abusive or interferes with or disrupts Custodian's Services; or use Custodian's Services in connection with any transaction involving illegal products or services;
 - (g) attempt to transfer, utilise, or otherwise resell Custodian's Services without prior written consent by Custodian or
 - (h) any activity that may potentially damage the reputation or business of Custodian or its Affiliates or that unlawfully interferes with Custodian's business activities.
- (2) *Responsibility.* Customer shall remain fully responsible for any acts or omissions of its Representatives and shall ensure that Representatives comply with the terms of this Agreement. Custodian shall bear no responsibility for any transactions in Wallet, or resultant losses or damages to Customer, to the extent they are caused by any acts or omissions of Representatives.

12. AML/CFT Compliance and Government Requests

- (1) *AML/CFT Certification.* Customer ensures that Customer and all Representatives are in compliance with all applicable legal requirements relating to the prevention of money laundering, countering the financing of terrorism and economic sanctions in the jurisdictions in which Customer and any Representative operates or does business.
- (2) *Custodian's rights.* Custodian is required to act in accordance with Custodian's policies, the laws and regulations of various jurisdictions relating to the prevention of money laundering, anti-terrorist financing and the implementation of sanctions. Custodian is not obligated to execute Instructions or effect any other transaction where the beneficiary or other payee is a person or entity with whom Custodian is prohibited from doing business by any law or regulation applicable to Custodian, or in any case where compliance would, in Custodian's opinion, conflict with applicable law or banking practice or its own policies and procedures. Where Custodian does not execute an Instruction or effect a transaction for such reasons, and without prejudice to its rights under this Agreement, Custodian may take any action required by any law or regulation applicable to Custodian including, without limitation, freezing, rejecting or blocking Wallets.
- (3) *Customer's obligations.* To comply with all applicable laws and regulations, Custodian may need to obtain, verify, and record information that identifies Customer, its directors and any other party asserting authority or control over the affairs of Customer, the appointed Representatives and any beneficiary's, including any End Customer's, or payee's name, address, date of birth (for individuals), and/or other information and documents that will allow Custodian to identify the beneficiary or payee. Customer agrees that Custodian also may request and obtain certain information from third parties regarding the beneficiary or payee. If Customer, a beneficiary or a payee fails to provide or consent to the provision of any such information, Custodian may close any Wallet or discontinue providing any Service without further notice.
- (4) *Compliance with Government Requests.* Notwithstanding any other term herein or in any other agreement between Customer and Custodian, Custodian may, upon inquiry by government officials (including law enforcement authorities and regulatory bodies)

provide information (including Confidential Information) requested by such authorities without notice to or consent of Customer.

13. Protection of Personal Data

- (1) *Processing of Personal Data.* In the context of and for the purposes of providing Custodian's Services, Custodian may collect, store, use or otherwise process Personal Data, including, without limitation, for identification and verification of Representatives, AML/CFT compliance, or other regulatory requirements. Custodian will process Personal Data in accordance with applicable data protection law, including the EU General Data Protection Regulation and the German Federal Data Protection Act (*Bundesdatenschutzgesetz*).
- (2) *Processing in Third Countries.* Processing of Personal Data by or on behalf of Custodian may be carried out in so-called third countries outside the European Economic Area, in particular by Affiliates of Custodian located in the United States. In such case, Custodian will arrange for adequate safeguards for the protection of Personal Data in the third country in accordance with applicable data protection law.

14. Indemnification

- (1) *Indemnification of Custodian.* Subject to Sub-section 2 below, Customer shall indemnify Custodian against any liabilities, losses, damages, costs and expenses (including but not limited to legal fees) incurred by Custodian and arising out of any action taken or omitted to be taken by Custodian hereunder or pursuant to any Instructions or Customer Instructions, including but not limited to (i) any taxes or other governmental charges, and any expenses related thereto, which may be imposed or assessed with respect to the Custodial Coins, and/or (ii) Custodian or any nominee or agent of Custodian, appearing as holder or holder of record of the Custodial Coins or any part thereof, and/or (iii) the delivery of Custodial Coins to End-Customers.
- (2) *Scope.* Customer shall not be obliged to indemnify Custodian against any liabilities, losses, damages, costs and expenses to the extent they arise as the result of a willful (*vorsätzlich*) or grossly negligent (*grob fahrlässig*) violation of obligations of Custodian in the performance of its duties under this Agreement for which Custodian is liable under this Agreement.

15. Fees, Expenses and Rebates

- (1) *Initial Payment.* Concurrent with the execution of this Agreement, Customer shall make an up-front payment to Custodian of an amount equal to the On-boarding Fee (as defined in the Fee Schedule) plus one (1) Monthly Minimum Fee (as defined in the Fee Schedule and, together with the On-boarding Fee, the "**Initial Payment**"). The Initial Payment is non-refundable. The Monthly Minimum Fee component thereof shall be applied only towards the first month of Service Fees owed by Customer under this Agreement.
- (2) *Payment.* Customer shall pay Custodian fees and expenses for its Custodian's Services as set forth in the Fee Schedule. Customer shall pay such fees and expenses to Custodian within thirty (30) days after the date of Custodian's invoice or as enumerated in the Fee

Schedule. If any invoice is disputed in good faith, Customer shall pay all undisputed amounts. The disputed amount will be due and payable within thirty (30) days after Custodian's determination, in its reasonable discretion, that any such dispute has been resolved. All late payment and disputed payments made after the determination of resolution of such dispute shall bear interest accruing from the original payment due date through the date that such amounts are paid at the lower interest rate of (A) 1.0% per month and (B) the highest interest rate allowed by law. Notwithstanding the foregoing, failure to pay fees and expenses by Customer forty-five (45) days after the date of Custodian's invoice (or the date enumerated in the Fee Schedule) for undisputed payments, or forty-five (45) days after Custodian's determination of resolution of disputed invoices, shall constitute a material breach of this Agreement.

- (3) *Amendments to Fee Schedule.* Any amendments to the Fee Schedule shall be offered to Customer no later than two (2) months before their proposed date of entry into force. Customer may indicate either approval or disapproval of the amendments before their proposed date of entry into force. The amendments shall be deemed to have been approved by Customer, unless Customer has indicated disapproval before their proposed date of entry into force. Custodian shall expressly draw Customer's attention to this consequent approval in its offer.

16. Termination

- (1) *Term.* This Agreement will commence on the later of the signatures to this Agreement ("**Effective Date**") and will continue for two years, unless otherwise terminated as provided in this Section. After two years, this Agreement will automatically renew for successive one year periods (each a "**Renewal Term**"), unless either party notifies the other of its intention not to renew at least sixty (60) days prior to the expiration of the then-current term.
- (2) *Termination.* Either party may terminate this Agreement for cause (*aus wichtigem Grund*) at any time by written notice to the other party, effective immediately, or on such later date as may be specified in the notice. The Parties agree that the following circumstances, without limitation thereto, shall qualify as sufficient cause for such termination:
- (a) any representation, warranty, certification or statement made by such other party under this Agreement, or pursuant to any certificate or document delivered pursuant to this Agreement, was or becomes incorrect in any material respect when made;
 - (b) such other party materially breaches this Agreement and fails to cure such breach within ten (10) days of written notice thereof from the non-breaching party;
 - (c) such other party has filed for the commencement of, or, without such filing, becomes subject to insolvency or equivalent proceedings; or
 - (d) any applicable law, rule or regulation or any change therein or in the interpretation or administration thereof has or may have a material adverse effect on:
 - (i) the quality or efficiency of Custodian's Services under this Agreement; or

- (ii) Custodian's ability to provide services to Customer as required under this Agreement.
- (3) Notwithstanding the foregoing, Custodian may terminate this Agreement immediately upon written notice to Customer if:
 - (a) Customer is in breach of Section 15 of this Agreement;
 - (b) Customer has been reasonably determined by Custodian to have engaged in any of the Prohibited Activities or is in breach of Section 17 or Section 18 of this Agreement; or
 - (c) in the event of a security incident or breach, or suspected security incident or breach, by Customer if Custodian reasonably determines that the security of the assets may be at risk.
- (4) Notwithstanding the foregoing, Customer may terminate this Agreement immediately when this is in the interest of the investors of funds managed by Customer, where these funds are invested in Custodial Coins safekept by Custodian.
- (5) Upon termination of this Agreement:
 - (a) Client will shall withdraw Custodial Coins associated with Client's Custodial Wallets as soon as practicable after termination (but in no event longer than ninety (90) days after termination) unless such withdrawal is prohibited by Applicable Law (including but not limited to applicable sanctions programs or a facially valid court order, or binding order of a government authority);
 - (b) Customer shall pay to Custodian all fees owed or accrued to Custodian through the date of Client's withdrawal of funds, which may include any applicable withdrawal fee;
 - (c) the licence granted to Customer to access and use Custodian's Services under this Agreement shall terminate, and Customer (and its Representatives) shall immediately discontinue all access and use of the Services; and
 - (d) any such termination shall not affect any right or liability arising out of events occurring, or services delivered, prior to the effectiveness thereof.
- (6) Sections 4, 15 and 17 of this Agreement shall survive termination of this Agreement.

17. Confidentiality

- (1) *Confidentiality.* "**Confidential Information**" shall, without limitation, include any information relating to, or transactions involving, Custodial Coins, trade secrets or other confidential commercial information, and information with respect to profit margins, product and brand costs and profit and loss information, price lists, unannounced prices, customer and supplier lists and other customer and supplier specific information, customer contracts, purchase orders, statements of work, proposals, new products plans

and non-public technology information, strategic alliances, promotional plans and advertising plans.

- (2) *Access and use.* Access to Confidential Information shall be limited to the Parties and such Parties shall use the Confidential Information for purposes only in accordance with this Agreement. To this end, other than as provided herein, Parties shall prohibit distribution of Confidential Information to persons other than the Parties. Parties shall not use the Confidential Information in any manner that is detrimental to Parties, including, without limitation, to solicit or contact customers of Parties. For the avoidance of doubt, Parties include the employees, legal counsel, agents, consultants, other advisors and service providers who are bound by a duty of confidentiality by contract or otherwise.
- (3) *Disclosure.* Parties will preserve the confidential nature of Confidential Information that they receive pursuant to this Agreement. Parties shall not disclose any of the Confidential Information to any third party, unless required by law or court order. Even then, the relevant party shall provide the other parties to this agreement at least ten (10) days' notice prior to such required disclosure under the law or court order, provided, however, that if the pertinent law or court order does not permit at least ten days' notice, then the relevant party shall provide as much notice as is reasonably practicable and legally permissible under the circumstances.
- (4) Parties reserve all rights to their Confidential Information not expressly granted herein.
- (5) *Scope.* Confidential Information shall not include information which (i) was in the public domain before disclosure to Parties; (ii) was lawfully in Parties' possession before either party produced it pursuant to this Agreement; (iii) becomes part of the public domain by publication or otherwise through no unauthorised act or omission on the part of Parties; or (iv) is independently developed by an employee(s) or other agent(s) of Parties with no access to the Confidential Information. For the avoidance of doubt, Parties acknowledge that this Agreement is not Confidential Information, provided however, this Agreement may be disclosed by either party to investors or the public only upon express written agreement by the Parties.
- (6) *Duty to return.* All documents containing Confidential Information furnished by or on behalf of any party to this Agreement that are required to be maintained in confidence as provided in this Agreement shall be returned to the furnishing party upon request. In the event that this Agreement is terminated, promptly upon the request of one Party, the other Party shall promptly return or destroy, at their option, to the extent permitted by law or regulation, all documents containing Confidential Information; provided that (i) each party may keep Confidential Information (in electronic or paper form) as reasonably necessary to comply with applicable law, regulation, professional standard or reasonable business practice and (ii) Parties and their Permitted Representatives may retain Confidential Information to the extent it is "backed-up" on their electronic information management and communication systems or services, is not available to an end user and cannot be expunged without considerable effort; provided further that Parties agree to keep any Confidential Information so retained strictly confidential in accordance with the terms of this Agreement.

18. Intellectual Property

- (1) Custodian shall retain all right, title, and interest (including all copyright, trademark, patent, trade secrets, and all other intellectual property rights) in connection with delivery of its services. Further, Customer will have no right in the software, or content provided by Custodian or its affiliates in connection with its services including trademarks, service marks, designs, logos, URLs, and trade names that are displayed in connection with the services (collectively, the "**Custodian Materials**").
- (2) Custodian hereby grants to Customer a non-exclusive, non-transferable, worldwide, royalty-free licence during the term of this Agreement to use Custodian Materials solely as reasonably necessary to access and use services as contemplated by this Agreement. All rights not expressly granted herein are reserved by Custodian or its affiliates.
- (3) Custodian expressly reserves its rights to its trademarks, service marks, use of its logo, name, names and descriptions of its product and service offerings and any Custodian Materials. Nothing in this Agreement shall be construed to confer any licences, permissions for use or title to Customer over any Custodian Materials. Customer may not display the Custodian Materials in connection with any marketing or promotional activities without the express written consent of Custodian. Any use by Customer of Custodian Materials without Custodian's express written consent shall constitute a material breach of this Agreement. Custodian reserves the right to seek all adequate remedies at law, including injunctive relief, to protect its sole and exclusive rights to Custodian Materials.

19. Marketing

Client hereby consents to Custodian's identification of Client as a customer of the services provided hereunder, including in marketing and/or investor materials, and Custodian hereby consents to Client's use of Custodian's name and/or approved logos or promotional materials to identify Custodian as its custodial service provider as contemplated by this Agreement. Notwithstanding the foregoing, Custodian may revoke its consent to such publicity under this Section at any time for any reason, and upon notice, Client will cease any further use of Custodian's name, logos, and trademarks and remove all references and/or postings identifying Custodian as soon as possible.

20. Taxation

- (1) Customer shall be liable for all taxes with respect to any Custodial Coins held on behalf of Customer or any transaction related thereto.
- (2) Customer is responsible to prepare and file any tax return, pay taxes, and expenses and accountant or attorney expenses related to the preparation of the tax return or resulting from the operation of this Agreement.

21. Miscellaneous

- (1) *Headings.* The headings in this Agreement are for reference only and shall not affect the construction or interpretation of any of the provisions herein.

- (2) *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Until and unless each party has received a counterpart hereof signed by the other party hereto, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).
- (3) *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail transmission, so long as a receipt of such e-mail is requested and received) and shall be given,
- (a) if to Customer, to the address or email address provided directly to Custodian as part of the onboarding process.
- (b) if to Custodian, to:

*Harald Patt, Managing Director
Dirk Barth, Managing Director
BitGo Europe GmbH
Mainzer Landstraße 10
60325 Frankfurt am Main / Germany*

with a copy emailed to legal@bitgo.com.

or such other address or facsimile number as such party may hereafter specify for the purpose by notice to the other parties hereto. Each of the foregoing addresses shall be effective unless and until notice of a new address is given by the applicable party to the other parties in writing. Notice will not be deemed to be given unless it has been received.

- (4) *Contact Information.* Customer is responsible for keeping its contact details (including your email address and telephone number) up to date with the Custodian in order to receive any notices or alerts that Custodian may send to you.
- (5) *Relationship of the Parties.* Nothing in this Agreement shall be intended to or shall be deemed to establish a company (*Gesellschaft*) or joint venture between Customer and Custodian.
- (6) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Germany.
- (7) *Jurisdiction.* Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in Frankfurt am Main, Germany.
- (8) *Third parties.* This Agreement shall not confer any rights upon third parties. A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement. For the avoidance of doubt, the Parties acknowledge and agree that the foregoing does not affect the right of any indemnified party pursuant to this Agreement.
- (9) *Amendments.* Any provision of this Agreement, save for changes to the Staking Terms, the Fee Schedule and the Supported Coins Schedule, may only be amended in writing and must be signed by each Party. Custodian will notify Customer of material modifications to the Staking Terms, the Fee Schedule and the Supported Coins Schedule.

- (10) *No waiver.* No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- (11) *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree that no party can assign its rights and obligations under this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.
- (12) *Entire Agreement; Terms and Policies.* This Agreement, including the Fee Schedule and the Supported Coins Schedule which is incorporated herein by reference, embodies the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement.
- With the exception of the services ordered, the fees, and any fee schedule enumerated in the Fee Schedule, in the event of any conflict or inconsistency between the body of this Agreement and the Fee Schedule attached hereto as Exhibit A, the provisions of this Agreement shall prevail and be given priority. Subject to the foregoing, the several documents and instruments forming part of this Agreement are to be taken as mutually explanatory of one another and in the case of ambiguities or discrepancies within or between such parts the same shall be explained and interpreted, if possible, in a manner which gives effect to each part and which avoids or minimises conflicts among such parts. No oral representations or other agreements have been made by the parties.
- (13) *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the services contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the services contemplated hereby be consummated as originally contemplated to the fullest extent possible.

EXHIBIT A
FEE SCHEDULE

This Exhibit A forms part of the Custodial Services Agreement by and between Client and Custodian (the “**Agreement**”) and is effective as of the date the Agreement is acknowledged by Client. The parties hereto agree that the fees associated with applicable services shall be as set forth below. All fees are exclusive of all applicable taxes imposed by the appropriate taxing authority. All capitalized terms not defined in this Exhibit A shall have the meaning ascribed to them in the body of the Agreement. For the purpose of calculating fees, please consult: <https://www.bitgo.com/resources/price-feeds> for current information on how Custodian computes USD value of digital currencies

II. Fees. The fees¹ associated with services for Customer are as follows:

Monthly Minimum Fee. Aggregate monthly fees are subject to a minimum charge of \$0

Digital Asset Storage Fee.

The “Digital Asset Storage Fee” is calculated at the end of each calendar month based on the aggregate USD market value of average holdings held by Client in (i) Custodial Accounts and (ii) wallets provided as Non-Custodial Wallet Services. The Digital Asset Storage Fee is a tiered fee, as applicable, as defined in the table below. Tiers are cumulative.

Digital Asset Storage Fee²:	
Digital Assets Stored (\$ USD)	Basis Points (bps)
From: \$0	0
From: \$100,000	5 bps per month

¹ For the purpose of calculating fees, please consult: <https://www.bitgo.com/resources/price-feeds> for current information on how Custodian computes USD value of digital currencies.

² Digital Asset Storage Fees are assessed at the end of each calendar month based on the USD volume of average holdings (per asset type) and are billed monthly.

III. Payment Terms.

Customer shall pay such fees and expenses to Custodian within thirty (30) days after the date of Custodian's invoice. Invoices may be provided by electronic delivery. Payments shall be made to Custodian in U.S. Dollars (subject to the below). If any invoice is disputed in good faith, Customer shall pay all undisputed amounts and the disputed amount will be due and payable within seven (7) days after any such dispute has been resolved either by agreement of the parties or in accordance with dispute resolution procedures in the Agreement. All late payments and any disputed payments made after the resolution of such dispute shall bear interest accruing from the original payment due date through the date that such amounts are paid at the lower interest rate of (A) 1.0% per month and (B) the highest interest rate allowed by Applicable Law. Notwithstanding the foregoing, failure to pay undisputed fees and expenses by Customer shall constitute a material breach of the Agreement.

If both parties agree, all the aforementioned fees shall be invoiced and paid in Euro. Conversion from USD to Euro shall be based on the exchange rates published by the Wall Street Journal for the month for which the respective fees are owed.

If a correct taxpayer number is not provided to Custodian, Customer understands and agrees that Customer may be subject to backup withholding tax at the appropriate rate on any interest and gross proceeds paid to the account for the benefit of Customer. Backup withholding taxes are sent to the appropriate taxing authority and cannot be refunded by Custodian.

EXHIBIT B
MATERIAL DELEGATES

No.	Material (Sub) Delegate	Address	Delegated Tasks
1	BitGo, Inc.	2443 Ash St., Palo Alto, CA 94306	Backend/Platform key for Blockchain transactions Backend/Platform for Hot Wallets

Annex 1 – Non-Custodial Wallet Terms

This Annex 1 forms part of the Agreement. All capitalised terms not defined herein shall have the meaning ascribed in the Agreement.

This Annex 1 and the Agreement govern Client's access and use of Services provided by BitGo Europe GmbH ("**Service Provider**"). "**Services**" in this Annex 1 means the Non-Custodial Wallet Services.

Non-Custodial Wallet Services provide access to Hot Wallets where Custodian or an Outsourcing Partner holds a minority of the keys, and Client is responsible for holding a majority of the keys ("**Client Keys**"). The Non-Custodial Wallet Services do not send or receive money or digital assets. The Non-Custodial Wallet Services enable Client to interface with blockchains to view and transmit information about a public cryptographic key commonly referred to as a blockchain address. As further set forth in Annex 1, Client assumes all responsibility and liability for securing the Client Keys. Further, Client assumes all responsibility and liability for creation, storage, and maintenance of any backup keys associated with accounts created using the Non-Custodial Wallet Services.

1. Digital Assets and the Service

1.1 Service

The Service does not send or receive money. The Service requires three private cryptographic keys to be associated with each Wallet and Service Provider controls only one of these private keys.

1.2 Managing Client's Keys

Service Provider controls only one of the three private keys for a Digital Asset Non-Custodial Wallet provided by the Service. Two of the three private keys associated with a Wallet provided as part of the Service are needed to effect a transfer of assets. Client is solely responsible for maintaining the security of the Client Keys. If Client appoints a third party to control one or more of the Client Keys, whether or not such appointment is made through the Service (e.g., through a key recovery service), Service Provider is not responsible for the actions or omissions of such third party. Control of these keys will allow such third party to transfer all of Client's digital assets from Client's Non-Custodial Wallets and Client may never regain those digital assets.

1.3 Wallets and Digital Assets

Client's Non-Custodial Wallets and Client's digital assets are Client's responsibility. Service Provider cannot cause transactions transferring digital assets from Client's Non-Custodial Wallets except in conjunction with a request or instruction through the Service by Client or someone holding Client's private keys. Client may need both of the private keys not controlled by Service Provider to initiate transfer of digital assets.

1.4 Non-BitGo Applications

The Services may contain features designed to interoperate with a Third Party Service, program, website or Content that is provided, owned or licensed by Client or a Third Party ("**Non-BitGo Application**"). To use such features, Client must procure Non-BitGo Applications from the providers of such Non-BitGo Applications, and may be required to grant Service Provider access to Client's account on the Non-BitGo Applications. If Client enables a Non-BitGo Application for use with the Services, Client grants Service Provider permission to allow the provider of that

Non-BitGo Application to access Client's information or data as required for the interoperation of that Non-BitGo Application with the Services. Service Provider is not responsible for any disclosure, modification or deletion of Content or Client's information or data resulting from access by a Non-BitGo Application. If the provider of a Non-BitGo Application ceases to make the Non-BitGo Application available for interoperation with the corresponding Services features on reasonable terms, Service Provider may cease providing those Services features.

1.5 Third Party Services

In connection with Client's use of the Services, Client may be made aware of or offered services, Content, features, products, Non-BitGo Applications, offers and promotions provided by Third Parties (individually and collectively, "**Third Party Services**"). Service Provider may make Third Party Services available to Client. However, Service Provider's inclusion or promotion of Third Party Services does not reflect a sponsorship, endorsement, approval, investigation, verification, certification or monitoring of such Third Party Services by Service Provider. Client's acquisition of Third Party Services, and any exchange of data between Client and any Third Party, is solely between Client and such provider. Service Provider does not warrant Third Party Services in any way. Under no circumstances will Service Provider have any liability for Third Party Services. Use Third Party Services at Client's own risk, and under terms and conditions between Client and the provider of Third Party Services that are different from the provisions of this Agreement.

1.6. Risks. Client acknowledges that using digital assets, their networks and protocols, involves serious risks. Client acknowledges that it is their duty to learn about all the risks involved with digital assets, their protocols and networks as there are many, and describing these risks could fill chapters of a book. For example, the value of digital assets can change rapidly, increase or decrease unexpectedly, and potentially even fall to zero. As another example, a bitcoin transaction may be unconfirmed for a period of time (usually less than one hour, but up to one day or longer) and may be never complete if it remains in a pending state. Even if Service Provider alerts Client to some of the risks involved with digital assets, their protocols and networks, Service Provider has no responsibility to alert Client to all these risks. Service Provider has no control over, and makes no representations regarding the value of digital assets, or the security of their networks or protocols.