



General Reserve of Digital Assets Limited Business Terms

I agree that my use of any of General Reserve of Digital Assets Limited (hereinafter "the Custodian" which term shall include its officers, directors, employees, agents, successors and assigns) electronic custodial services will be in accordance with the following terms and conditions ("Terms") and that use of any of the Custodian's electronic custodial channels signifies both my acknowledgement and acceptance of the terms and conditions below.

In this Agreement, "I", "me", "my", "you" and "your" means the undersigned individual, corporation, partnership or association and such Person's successors and permitted assigns.

These Terms apply to your use of any electronic custodial service whenever you subscribe for the electronic custodial service even if you subscribe after you begin to use a product.

1. Definitions and Interpretation

1.1 The following words shall have the following meaning when used in these Terms, unless the context otherwise requires:

1.1.1 Account means, where applicable, each account you open with the Custodian;

1.1.2 Account opening terms means in relation to each Account, the terms and conditions governing the opening and operation of the Account and related services in the jurisdiction and all supplements and additions thereto;

1.1.3 Communications means any instructions or information from, or purporting to be from, me or my email address;

1.1.4 Content means any information, reports, images, links, graphics, software or other materials made available through the Electronic Custodial Services;

1.1.5 Device means computer and communications hardware, software, web internet access, other technology or means of access used from time to time for providing, supporting, accessing and/or otherwise referable to the Electronic Custodial Services;

1.1.6 Electronic Custodial Services or **e-Custodial Services** means the electronic custodial and other services as defined in Clause 2 that the Custodian makes available to you under these Terms;

1.1.7 Electronic Instruction(s) means any communication, instruction, order, message, data, or information received by the Custodian via e-Custodial Services or pursuant to e-Custodial Services, or otherwise referable to your Security Codes or those of your Users (including information delivered to the Custodian offline);

1.1.8 Group means the subsidiaries and affiliates of General Reserve of Digital Asset Limited;

1.1.9 Mandate means all your written authorizations and mandates provided in such form and substance satisfactory to the Custodian;

1.1.10 Symbol blockchain refers to a public distributed ledger developed and maintained by NEM Group;

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1.1.11 Notice has the meaning set out in Clause 19;

1.1.12 Person includes any (i) individual, corporation, firm, partnership, limited liability partnership, society, association, trade union, institution, business concern, organization; (ii) statutory body, agency or government authority; (iii) quasi-governmental, inter-governmental or supranational body; or (iv) regulatory, fiscal, taxing or other authority or organization, in each case whether local or foreign;

1.1.13 Personal Data means data which relate to an individual who can be identified (i) from the data or (ii) from data and other information which is in the Custodian's possession or is likely to come into the Custodian's possession;

1.1.14 Purposes has the meaning set out in Clause 10;

1.1.15 Security Code means and refers to any user identification, password, mobile access code, authorization number, confirmation number, confidential information, encryption key, codes, programs, mechanisms, procedures or other such codes used in connection with or to gain access to, verify or protect the security and operation of the Web Site, the Electronic Custodial Services, Account or other sensitive information;

1.1.16 Transaction means any transaction or operation made or performed, processed or effected pursuant to the Electronic Instructions or otherwise through the Electronic Custodial Services by you or your Users or through the Device(s);

1.1.17 Users mean the individuals or persons whom you have authorized or are deemed to have authorized to access and use the Electronic Custodial Services and/or to act as your administrator(s) to administer certain administrative functions relating to the access and use of the Electronic Custodial Services; and

1.1.18 Web Site means <https://grda.ltd> and any individual internal web page linked from the said site and established and maintained by the Custodian. The term "Web Site" shall not include any web site not controlled and maintained by the Custodian.

2. ELECTRONIC CUSTODIAL SERVICES.

2.1 Electronic Custodial Services. A range of custodial and other services or facilities are provided by the Custodian, from time to time, through the Web Site or through any Device, as contemplated by this Agreement and include but may not be limited to: online custodial, mobile custodial, SMS custodial, phone custodial, electronic alert, online account services, fund transfer services and online statements. In the event the Custodian issues any guidelines in connection with the use of any Electronic Custodial Services, the guidelines must be followed whenever anyone accesses the electronic Custodial service. The Custodian will not be liable for any loss you incur as a result of any failure to do so.

2.2 Online Account Position. The Custodian no longer provide any periodic statements and documents relating to your Account's position and activities. Instead, you will have the freedom and flexibility to view your Account's position and previous transactions details in any blockchain wallet that is compatible with Symbol blockchain. You agree and understand that the blockchain wallet you may use is an independent third party's solution which is not developed and maintained by the Custodian. Your Account transaction's details is permanently available with no downtime on the Symbol blockchain and can be accessed through the blockchain wallet and Symbol Block



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Explorer (<https://symbol-explorer.com>). You may receive a paper copy of your Account Statements at your request with a fee.

3. ELECTRONIC CUSTODIAL TRANSACTIONS

3.1 Using electronic equipment. When you make a Transaction with electronic equipment using a Security Code you authorize the Custodian to act on the instructions entered into that electronic equipment. The Custodian will treat use of the Security Code as evidence that you or an authorized Person issued the instructions (see Clause 7 (Electronic Instructions) for more details). If it is not possible to direct an electronic custodial service to a specified account in accordance with the instructions you or an authorized Person gives the electronic equipment, the Custodian may direct it to any account that is linked to your Security Code, Personal Data or Account information.

3.2 Availability. Electronic Custodial services, and certain facilities under the electronic Custodial services, may be available only for certain types of accounts and not others.

3.3 Eligibility. You and each authorized Person must be at least 18 years of age to use electronic Custodial services. Electronic Custodial service will only be made available to you (a) if you are recorded as the legal and beneficial owner of the account and use of the electronic Custodial service for the account is acceptable to the Custodian, (b) that you have registered for the particular type of electronic Custodial service and (c) you and each authorized Person has complied with the activation procedures specified by the Custodian.

4 MANDATES

4.1 Provision of Mandate. You will provide the Custodian with the Mandate in writing for electronic Custodial services (if required) for each of your Users. If required by the Custodian, you will ensure that each of your Users provide an acknowledgement in writing confirming receipt of the Security Code. Upon receipt of such Mandate and/or acknowledgement (if required), the Custodian will activate access to Electronic Custodial Services for you and/or your Users as soon as reasonably practicable.

4.2 Activation of Access. The Custodian may not activate access to e-Custodial services for you and/or your User(s) if the Custodian is of the view that there is any discrepancy, ambiguity or contradiction in information submitted to the Custodian. Notwithstanding the foregoing, the Custodian is not obliged to check the information submitted to the Custodian for any discrepancy, ambiguity or contradiction.

4.3 Powers of Users. Certain Users may be appointed by you as administrators and, as such, have greater powers to perform certain actions including changing certain configurations of the Electronic Custodial Services and/or adding other Users. You are solely responsible for ensuring that your interests are adequately protected when making such appointments. The Custodian may require you to execute additional forms if you wish to give a User the sole power to authorize Transactions.

4.4 Changes in Mandate. The Mandate for electronic Custodial services and each of your Users applies only to Electronic Custodial Services. Any change to the Mandate should be made in writing given under Clause 19 and such change to the Mandate for the Electronic Custodial Services will in no way affect the Mandate for any other service provided by the Custodian, and vice versa.



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4.5 Maintenance of Account. Your operation and maintenance of the Account (where applicable) is subject to the Account Opening Terms. If you close the Account, your ability to access the Account through the Electronic Custodial Services will also be terminated. However, you will still be able to access your Account transactions' details on the Symbol blockchain as long as you like.

5 ACCESS

5.1 Maintenance of Device. You will be solely responsible for purchasing, installing and maintaining your own Device(s) and other facilities for accessing and using the Electronic Custodial Services. You are solely responsible for ensuring that the Device is compatible and is formatted to interface with the Custodian's systems, including without limitation, the ability to support the Security Code required by the Custodian or established by you. It is your sole responsibility to monitor and regularly review the adequacy of your Device(s) and other facilities, and security arrangements protecting such Device(s) and other facilities from unauthorized access or use.

5.2 Hardware and Software Requirements. The Custodian will notify you of the preferred hardware and software requirements (including updates that need to be installed) for accessing and using the Electronic Custodial Services from time to time (the "Requirements"). The Custodian will not be responsible for your failure to access or use the Electronic Custodial Services if your Device(s) or other facilities do not satisfy the Requirements.

5.3 Changes in Requirements. The Custodian may at any time upgrade or change the Requirements by giving you at least thirty (30) days' prior notice. You will, at your own cost and expense, make any necessary upgrade or change to your own Device or other facilities to ensure continued access to and use of the Electronic Custodial Services. The Custodian may at your request inspect your Device or other facilities to ascertain whether you satisfy the Requirements, and you will be responsible for any costs reasonably incurred as a result.

5.4 Restrictions on Use of Software. All rights, title and interest in the software belong to the Custodian or the third party vendor and, subject to the terms of the license pertaining to the software, you undertake: (a) to the extent permitted under applicable law, not to make copies of, distribute, modify or reverse engineer the software; (b) to use the software solely for the purpose of accessing and using the Electronic Custodial Services in accordance with its license requirements or other documentation provided with the software; and (c) not to do or omit to do any act which would cause the Custodian to be in breach of its obligations to the third party vendor, as notified to you in advance; and (d) to pay the Custodian any license fee payable in respect of your use of the Software.

6 ELECTRONIC ADVICE

6.1 Provision of Electronic Advice. The Custodian may allow you to receive requested prompts or notifications in respect of certain Content from time to time (the "Electronic Advice"). Such Electronic Advice will be transmitted to you using such mode of delivery as the Custodian may determine from time to time. You will be responsible for any charges incurred in respect of your receipt of such Electronic Advice. Although the Custodian will put in place reasonable safeguards, the Custodian does not warrant the security of any Electronic Advice transmitted to you and you accept the risk of the Electronic Advice being accessed by unauthorized third parties.

6.2 No Guarantee. You acknowledge and agree that Content provided via Electronic Advice may be subject to time lags, delays and/or may be intercepted or lost and the Custodian does not guarantee the delivery, timeliness or accuracy of the Electronic Advice.



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6.3 Modification, Removal, Suspension or Discontinuance. The Custodian may, without giving any reason, modify, remove, suspend or discontinue the provision of the Electronic Custodial Services or the Content or any electronic Custodial channels through which the Electronic Custodial Services or the Content are provided, whether in whole or in part. To the extent not prohibited by any law, regulation or the Custodian's internal policy or procedure, the Custodian will, wherever possible, endeavor to provide reasonable notice or in any event, at least thirty (30) days' prior notice to you regarding such modification, removal, suspension or discontinuance.

6.4 No Warranties. Although the Custodian will put in place reasonable safeguards, the Custodian does not warrant that the Electronic Custodial Services, electronic Custodial channels or the Content will be provided uninterrupted, free from any errors, computer virus or other malicious, destructive or corrupting code, agent, program or macros, or that any defect will be corrected. No warranty of any kind, whether implied, express or statutory, is given in respect of the Content.

6.5 To the maximum extent permitted under applicable law, the Custodian and/or its agents, third party providers or licensors do not warrant the accuracy, suitability, adequacy, currency, availability, reliability or completeness of any market data, and are not liable to you or anyone else for any decision made or action taken by you in reliance on any market data or for direct, indirect, incidental, special, consequential, punitive or any other losses, damages, costs or expenses whatsoever even if the Custodian is advised of the possibility of such losses, damages, costs or expenses.

6.6 Usage of Content. Any Content made available to you via the Electronic Custodial Services is provided for your own use and you must not link it to any web site or Content, reproduce any Content on any server, or redistribute or transmit such Content to any third party (whether for a charge or otherwise) without prior written consent from the Custodian. The Electronic Custodial Services may contain certain Content owned or controlled by third parties. The inclusion of such third party Content on the Electronic Custodial Services does not constitute an endorsement of such third party Content, and any use of or reliance on such third party Content is entirely at your own risk.

6.7 Restrictions on Access or Usage. You acknowledge and agree that due to legal or regulatory restrictions in other jurisdictions, you: (a) may not be able to access or use certain Electronic Custodial Services from such jurisdictions; or (b) may be infringing certain legal or regulatory requirements when accessing or using certain Electronic Custodial Services from such jurisdictions. It is your duty to ascertain whether any such legal or regulatory restrictions exist, and the Custodian will not be liable for any losses, damages, costs or expenses arising out of your inability to access or use such Electronic Custodial Services or any contravention of such legal or regulatory requirements. The Custodian may take steps to prevent such Electronic Custodial Services from being accessed or used in any jurisdiction as the Custodian may determine from time to time.

7 ELECTRONIC INSTRUCTIONS

7.1 Authorized Users. You must ensure that only Users with proper and valid authority (within any limits set by you on the relevant Users) send or transmit or authorize the sending or transmission of Electronic Instructions to the Custodian via the Electronic Custodial Services.

7.2 Receipt of Electronic Instructions. The Custodian is not deemed to have properly received any Electronic Instruction transmitted by you via the Electronic Custodial Services until such Electronic Instruction is received by the Custodian's system hosting the Electronic Custodial Services. Any



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Electronic Instruction received by the Custodian after the relevant cut-off time on a business day (as notified to you from time to time) or on a non-business day will be treated as an Electronic Instruction received on the next business day.

7.3 Presumption of Authenticity. You authorize the Custodian to treat all Electronic Instructions received as instructions or other communications properly authorized by you and binding upon you, even if made fraudulently and even if they conflict with the terms of any other instructions given by you.

7.4 Processing of Electronic Instructions. You agree and acknowledge that your Electronic Instructions may not be processed immediately, around the clock or in a timely manner but the processing is dependent, among other things: (i) on the time and day that such Electronic Instructions are received by the Custodian, or the business hours of any exchange, fund manager or any other party processing your Electronic Instructions or (ii) if the Custodian has reason to suspect that there is any error, fraud or forgery, or if the Custodian is of the view that it is inaccurate or incomplete. To the maximum extent permissible under applicable law, the Custodian will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly) which you may suffer or incur because of the Custodian exercising its rights under this Clause or acting upon or relying on such erroneous, fraudulent, forged, incomplete or inaccurate Electronic Instructions. Notwithstanding the foregoing, the Custodian is not required to investigate the authenticity or authority of Persons (whether Users or otherwise) effecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions.

7.5 Roles and Responsibilities. You agree and acknowledge that: (a) the processing of Electronic Instructions or Transactions is subject to the Custodian's standard procedures, service standards and pricing schedules; (b) the Custodian is appointed by you and not by any other party; (c) you are responsible for the accuracy and completeness of Electronic Instructions; and (d) the Custodian's role in each Transaction is limited to being the service provider of the Electronic Custodial Services, and the Custodian does not act as your agent or have any Custodial relationship with you with respect to each Transaction.

7.6 Cancellation of Electronic Instructions. If you request cancellation or modification to your Electronic Instructions, the Custodian will use reasonable endeavors to give effect to such request. However, the Custodian is not liable to you if the Custodian is unable to give effect to such request.

7.7 Adequacy of Security Procedures. You acknowledge and agree that the Electronic Custodial Services provide commercially reasonable security procedures to: (a) verify that Electronic Instructions originate from you or your Users; (b) verify that Electronic Instructions are not changed during transmission to the Custodian via Electronic Custodial Services; and (c) indicate your or your Users intention in respect of the information set out in the Electronic Instructions, and that such security procedures are as reliable as appropriate for the purpose for which the Electronic Instructions are generated or communicated.

7.8 Request for Additional Information. The Custodian may at its discretion and without giving any reason: (a) require you and/or your Users to provide alternative proof of identity; (b) require any Electronic Instructions to be confirmed through alternative means; (c) decline to act or refrain from acting promptly upon any Electronic Instructions (e.g. where the Custodian needs to verify the accuracy or authenticity of the Electronic Instructions); and/or (d) determine the order of priority in effecting any Electronic Instructions, the Transactions and other existing arrangements you have made with the Custodian.



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7.9 Confirmation upon Processing of Electronic Instructions. Unless you receive a confirmation or acknowledgement of receipt from the Custodian, Electronic Instructions sent through the Electronic Custodial Services may not have been received by the Custodian and accordingly, may not be carried out or processed.

7.10 Correction of Account. If any payment has been made by the Custodian pursuant to your Electronic Instructions, the Custodian shall be entitled, at any time, to: (a) debit the Account (where applicable) with the amount paid by the Custodian; and/or (b) dishonor or return instruments and/or reverse any other payment instruction from you if there are insufficient funds available in the Account.

8 SECURITY

8.1 Compliance with Security Requirements. You must comply with all requirements, instructions and specifications relating to the Security Code as prescribed by the Custodian from time to time. The Custodian may from time to time require the replacement or modification of any Security Code, or terminate the use of any Security Code.

8.2 Dispatch of Security Codes. The Security Code may be dispatched by the Custodian to you and/or your Users or collected by you and/or your Users using any means as the Custodian may prescribe from time to time. While the Custodian will take measures to ensure that such means of dispatch is reasonably reliable, you will be responsible for any loss, damage, cost or expense howsoever arising from the loss of such Security Code.

8.3 Authority of Users. You acknowledge and agree that your Users are severally and/or jointly (as the case may be) authorized to give Electronic Instructions on your behalf, even if such Electronic Instructions conflict with other orders or instructions given by you at any time, including other orders or instructions relating to the operation of your Accounts (where applicable). Your Users shall act as your agent when accessing and/or using the Electronic Custodial Services.

8.4 Revocation of Authority. You must ensure that each of your Users are aware of, and comply with, these Terms. If any User is no longer authorized to access and/or use the Electronic Custodial Services, you must ensure that the appointment of such User is revoked by way of a Transaction performed by your administrator, or that the Custodian is otherwise notified in writing immediately.

8.5 Presumption of Authority. Unless the Custodian receives written notice from you under Clauses 8.4 or 9.1, the Custodian may rely and act on the correct entry of the Security Code(s) as conclusive evidence of the authenticity of an Electronic Instruction and authority of the originator of such Electronic Instruction. You are responsible and liable for all Transactions entered into or purported to be entered into on your behalf.

8.6 Responsibility for Use of Security Codes. You are responsible for the use of any Security Code issued to you or your Users. You will use your best endeavors to ensure that there is no unauthorized use of any Security Code or the Electronic Custodial Services. The Security Code is to be used solely by you and/or your User. You must ensure that (a) the Security Code is kept secret; (b) not write down or otherwise record the Security Code without disguising it; and (c) change the Security Code regularly and in any event, no less frequent than ninety (90) days. You are prohibited from using your computer, browser, or other Device to store the Security Code used to authorize or authenticate your use of Electronic Custodial Services.



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8.7 No Tampering or Modification. You must not change, tamper or modify any part of the Custodian's system or the Security Code without the Custodian's prior written consent and you are responsible for all costs or expenses incurred by the Custodian to rectify the system and/or the Security Code because of such unauthorized change, tampering or modification.

9. UNAUTHORIZED ACCESS TO SECURITY CODES

9.1 Notice Regarding Unauthorized Access. You must immediately notify the Custodian in writing if you reasonably believe that any Security Code is lost, damaged, compromised or if there has been any unauthorized disclosure or use of the Security Code. The Custodian will provide an acknowledgement confirming receipt of such notice as soon as reasonably practicable. The Custodian is not deemed to have received such notice unless the Custodian acknowledges receipt in writing, whether via email or otherwise.

9.2 Actions Upon Receipt of Notice. Once the Custodian receives any Notice given under Clause 9.1, the Custodian will:

9.2.1 as soon as reasonably practicable suspend or terminate the compromised Security Code(s); and

9.2.2 use reasonable endeavors to stop the processing of outstanding Electronic Instructions originating from the compromised Security Code. Without prejudice to the generality of Clause 8.5, you will be bound by all Transactions arising from Electronic Instructions which the Custodian relied upon before such suspension or termination, or the processing of which the Custodian is unable to stop.

9.3 Replacement of Security Codes. Following the occurrence of any event referred to in Clause 9.1, the Custodian may issue replacement Security Codes to you and charge a replacement fee.

10 DISCLOSURE OF ACCOUNT INFORMATION AND PERSONAL DATA

10.1 Protection of Confidentiality. The Custodian will take all commercially reasonable precautions to preserve the integrity and confidentiality of information relating to you and your Account(s) (where applicable) provided to the Custodian pursuant to these Terms.

10.2 Information received from you. In the course of providing Electronic Custodial Services to you, the Custodian may process Personal Data relating to you which may include but is not limited to:

10.2.1 Information relating to personal contact details, date of birth, addresses and telephone numbers;

10.2.2 National Identification Numbers and copies of national identification documents;

10.2.3 Employment details, income and source of wealth/funds;

10.2.4 Details of investments and assets, account numbers, transaction data, reports and statements, balances and investment holdings; and

10.2.5 Credit references

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10.3 Associated Accounts. In the event your Account or Security Code is connected electronically to other accounts or relationships with members of the Group for any purpose, including but not limited to viewing information, securities settlement or funds transfer, you understand and consent to certain Personal Data and Account information about your Account and associated accounts and client relationships being made available and displayed to authorized Persons accessing your Account through Electronic Custodial Services.

10.4 Information specific to e-Custodial Service. When you use the Custodian's Electronic Custodial Service, the Custodian may collect and store certain information used for internal reporting and audit purposes which may include but is not limited to: usernames and passwords; internet protocol (IP) addresses; browser information, date and time stamps.

10.5 Information specific to e-Custodial App Services. When you use the e-Custodial App which is a part of the e-Custodial online platform, the Custodian may collect the following information:

10.5.1 Submitted information: information that you provide by filling in forms, either electronically or manually by hand. This includes information provided at the time of registering to use the App Service. The Custodian may request further information if you report a problem;

10.5.2 Additional information: if you contact the Custodian, the Custodian may keep a record of that correspondence;

10.5.3 Device information: the Custodian may collect information about the device or any computer you may use to download or stream a copy of the app onto your device, including, where available, the device's unique device identifiers, operating system, browser type and mobile network information as well as the device's telephone number for system administration. The Custodian may associate device information with submitted information and will treat the combined information as Personal Data for as long as it is combined; and

10.5.4 Location information: when you use one of the Custodian's location-enabled App Services, the Custodian may collect and process information about your actual location. Some of these App Services require your Personal Data for the feature to work. If you wish to use the particular feature, you will be asked to consent to your data being used for this purpose. You may withdraw your consent at any time using the app's settings.

10.6 Disclosure to Specified Recipients Permitted. Notwithstanding Clause 10.1, you acknowledge and agree that the Custodian, its officers, employees and agents may be required to provide or disclose any information whatsoever relating to you, your use of the Electronic Custodial Services, the Transactions and your Account(s), including Personal Data in the following circumstances:

10.6.1 to any other companies which are at the time of disclosure a member of the Group; parent, subsidiary or affiliate of the Custodian ("the Group");

10.6.2 to third parties who provide services to the Custodian or that act as agents (or prospective third party service providers or agents). Such service providers and/or agents may also disclose such information to their service providers or agents. The Custodian or any member of the Group will take all reasonable steps to ensure that the service provider or agent is subject to appropriate data processing requirements and that they impose such requirements on any of their service providers or agents;

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10.6.3 to any prospective or actual successor, assignee or transferee of, or participant in, any of the Custodian's rights or obligations under these Terms;

10.6.4 to any court of competent jurisdiction, regulatory or governmental authority;

10.6.5 to any Person to the extent necessary for complying with applicable laws and regulations or with any order, directive or request in any jurisdiction which the Custodian is required to, or which the Custodian in good faith believes that it should, comply with, including to assist in the prevention of terrorism, money laundering, financial crimes or other illegal activities;

10.6.6 to any Person or financial organization to the extent necessary for the purpose of giving effect to any Electronic Instructions;

10.6.7 to the Custodian's agents, auditors, service providers and professional advisors (and those agents, auditors, service providers and professional advisors of other companies within the Group);

10.6.8 to licensed credit reference agencies or other similar organizations to enable the Custodian and others to make credit decisions, or in the course of carrying out identity and fraud prevention or credit control checks;

10.6.9 to third party Anti-Money Laundering ("AML") and Counter-Terrorist Financing ("CTF") partner agencies that may be used by the Custodian for the sole purpose of ensuring proper AML and CTF due diligence requirements (collectively "the Recipients")

10.6.10 otherwise if you consent to such disclosure.

10.7 Recipients Outside Jurisdictions. You acknowledge and agree that the Custodian may be required to provide or disclose information pursuant to Clause 10.5 to Recipients whose principal place of business is outside the jurisdiction. Such information may be held, processed or used by the Recipients in whole or part outside the jurisdiction.

10.8 Processing of Personal Data in connection with Specified Purposes. Without prejudice to Clauses 10.5 and 10.6, you acknowledge and agree that the Custodian (and each of the Recipients) can hold, process or use any Personal Data provided pursuant to your and each User's access to and use of the Electronic Custodial Services in connection with:

10.8.1 the provision of Electronic Custodial Services and for any other purpose connected with your or your Users' access to or use of the Electronic Custodial Services;

10.8.2 the notification of relevant products or services to you unless you have told the Custodian that you do not wish to receive marketing materials or notices;

10.8.3 the monitoring and analysis of Accounts and positions;

10.8.4 the assessment and determination of Account criteria, status, limits and credit decisions; **10.8.5** the monitoring and enforcement of compliance with these Terms; and **10.8.6** to comply with applicable laws, including anti-money laundering and anti-terrorism laws, (collectively, the "Purposes").

10.9 Collection and Use of Personal Data. The Custodian will only use your Personal Data for the purposes for which it was collected, unless the Custodian reasonably considers that use is required



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for another reason and that reason is compatible with the original purpose. If the Custodian needs to use your Personal Data for an unrelated purpose, you will be notified in writing and by way of the Privacy Policy on the Web Site at: <https://grda.ltd/privacy-policy> and will explain the legal basis which allows the Custodian to do so. Please note that the Custodian may process your Personal Data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

10.10 Duty to Obtain Consent. You undertake to inform all individuals whose Personal Data is supplied to the Custodian and/or the Recipients:

10.10.1 of the Purposes for which such Personal Data will be processed and the risks associated with the supply and processing of such Personal Data (such notification to be made by you on or before the time at which such Personal Data is first supplied to the Custodian); and

10.10.2 that such processing may involve transfer of such Personal Data to the Recipients, and you must ensure that such individuals have agreed to the terms of this Clause 10 and accepted the risks associated with the supply and processing of such Personal Data. The foregoing applies likewise to any sensitive Personal Data provided by you to the Custodian and/or the Recipients in connection with your or your Users' access to or use of the Electronic Custodial Services.

10.11 Applicability of Disclosure of Information Provision in Account Opening Terms. For the avoidance of doubt, nothing in this Clause 10 shall prejudice the application of any disclosure of information or other similar provisions in the Account Opening Terms. To the extent that both these Terms and the Account Opening Terms govern disclosure of any information, disclosure of such information would be permitted to the extent the Custodian has the right to do so under these Terms, or the Account Opening Terms, or both.

10.12 Disclosure Rights Under Laws. The Custodian's rights under this Clause 10 shall be in addition and without prejudice to, any other rights of disclosure, which the Custodian may have under any applicable laws and regulations and nothing herein is to be construed as limiting any of those rights.

10.13 Survival. For the avoidance of doubt, the authority and consent you give pursuant to this Clause 10 will survive the termination of these Terms and, where applicable, the closure of the Account. Please refer to the Custodian's Privacy Policy on the Web Site for more information on the Custodian's use of its customer's personal and account information provided to or held by the Custodian.

11 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

11.1 No Rights Transferred. You acknowledge that, except as expressly provided under these Terms or other agreements between the parties, you do not acquire any proprietary or intellectual property rights in any Content, information, data, software or other materials provided by the Custodian in connection with Electronic Custodial Services (including the Security Code). To the extent that you may acquire any such rights, you agree to (a) transfer and assign these rights to the Custodian and (b) sign any additional documents the Custodian may require to effect this.

11.2 Confidentiality of Data Transmitted. Any data, information or message transmitted to you through the Custodian's system and/or via the Electronic Custodial Services is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you



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should immediately notify the Custodian and delete or destroy such data, information or message (and all copies).

11.3 Confidentiality of Other Information. You must keep, and must ensure that any Person given access keeps confidential, all information about the Electronic Custodial Services, the Custodian's system, the Security Code and any Content. You may only disclose such information to your Users and employees only to the extent strictly necessary for the proper use of the Electronic Custodial Services.

12 REPRESENTATIONS AND WARRANTIES

12.1 You represent and warrant at all times that:

12.1.1 all information that you provide to the Custodian in connection with the Electronic Custodial Services (including your particulars and those of your Users) is complete, true and accurate;

12.1.2 you are (i) validly existing; (ii) not insolvent; and (iii) legally capable of entering into and performing your obligations under these Terms and any applicable laws; and

12.1.3 you have satisfied all conditions and performed all actions required to be taken in order to (i) enable you to lawfully enter into and perform your obligations under these Terms and any applicable laws; and (ii) ensure that those obligations are valid, legally binding and enforceable.

13 INDEMNITIES AND LIMITATION OF LIABILITY

13.1 Assumption of Risks. You acknowledge there are certain security, corruption, transmission error and availability risks associated with using the Electronic Custodial Services and agree, to the maximum extent permitted under applicable law, to assume such risks.

13.2 Limitation of Liability. To the maximum extent permitted under applicable law, you acknowledge and agree that the Custodian and each of its providers are not liable to you for:

13.2.1 any indirect, consequential, special or punitive loss or damage arising from the provision of the Electronic Custodial Services, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise;

13.2.2 any losses, damages, costs or expenses (whether direct or indirect, and whether foreseeable or not) which you may suffer or incur, whether arising based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise, arising from (i) any unavailability of the Electronic Custodial Services, (ii) your access or use or your inability to access or use the Electronic Custodial Services, the Web Site or the Content, (iii) the installation and/or use of the software; (iv) failure of the Custodian's system and/or Security Code, (v) any information in relation to the system and/or the Content being inaccurate in any manner whatsoever, (vi) any failure to receive or delay in receiving Electronic Instructions because of any failure of your Device or other facilities or the telecommunication links used to transmit the Electronic Instructions, (vii) any delay where the contents of an Electronic Instruction are ambiguous, incomplete or otherwise inaccurate, (viii) any unauthorized use of the Security Codes or the Electronic Custodial Services; (ix) any breach of security or unauthorized use of, corruption or transmission error associated with, your Device or other facilities, (x) any act or omission of telecommunications carriers, internet service providers or any other third party provider or sub-contractor of the Custodian, (xi) the exercise of any of our rights under these Terms, (xii) the Custodian's reliance on such information submitted; or (xiii) any loss



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of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment including software; or (xiv) any event or circumstance beyond the Custodian's control, including any governmental restriction, intervention or imposition of emergency procedure or suspension of trading by any relevant market, civil order, act or threatened act of terrorism, natural disaster, war or strike.

13.3 Liability Arising from Use of Providers. You acknowledge and agree that the Custodian may use the providers to carry out any of the Electronic Custodial Services. To the maximum extent permitted under applicable law, the Custodian is not liable for any default on the part of such providers.

13.4 Indemnities. To the maximum extent permitted under applicable law, excepting fraud, gross negligence or willful misconduct, you agree to hold harmless and indemnify the Custodian from and against any claim, demand, action or proceeding which may be made against the Custodian and any losses, damages, costs or expenses (including legal fees) which the Custodian may incur or suffer (directly or indirectly) because of:

13.4.1 any breach or non-compliance by you of or with these Terms including any failure to obtain consent pursuant to Clause 10.9 above and any breach of the representations and warranties specified in Clause 12 above;

13.4.2 any unauthorized use by any party of the Security Code or any failure by you or any authorized User (a) to maintain adequate security measures for the Security Code and/or Device or (b) to ensure the physical security of the Device used;

13.4.3 any failure or malfunction of your Device used in connection with the Electronic Custodial Services;

13.4.4 any computer viruses or other malicious, destructive or corrupting code, agent, program, macros or other software routine or hardware components designed to permit unauthorized access which have been introduced by you, which affects or causes the Electronic Custodial Services and/or the Custodian's hardware, software and/or other automated systems to fail or malfunction;

13.4.5 any information or documents furnished by you to the Custodian, which is or proves to have been incorrect or misleading in any material respect when provided;

13.4.6 the exercise of the Custodian's rights under these Terms;

13.4.7 the Custodian acting or relying on the Electronic Instructions; or

13.4.8 your use or failure to use the Electronic Custodial Services,

13.5 Compliance with Legal Obligations. The Custodian can act in compliance with any order of court, judgment or arbitral award served upon the Custodian in relation to any Transaction, without your approval. The Custodian may act pursuant to the advice of counsel with respect to any matter relating to these Terms, and to the maximum extent permitted under applicable law, will not be liable for any action taken or omitted in accordance with such advice.



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13.6 Liability Arising from Compliance with Legal Obligations. In addition, the Custodian is not liable for any loss, liability, delay or cost incurred by you as a result of the Custodian taking such action as is necessary to comply with any legal or regulatory obligations in the jurisdiction in which the Custodian operates or otherwise.

14. FEES AND CHARGES

14.1 Payment of Charges. You must pay all charges, costs and expenses associated with the provision of Electronic Custodial Services and any and all ancillary services in accordance with the Custodian's fee schedule as published from time to time or as otherwise agreed between the parties and any other sums which you have agreed to bear under these Terms. You shall make all payments under these Terms free and clear of, and without deduction, withholding or set-off on account of any tax or levy or any other charges present and future.

14.2 Debiting of Charges from Account. You authorize the Custodian to debit such charges, costs, expenses and sums from any of your Account(s) with the Custodian (where applicable), even if such debiting may result in your Account being overdrawn. If such charges, costs, expenses and sums are debited from your Account denominated in another currency, you agree that the Custodian may convert the amount to be debited using the Custodian's prevailing exchange rates. You undertake to execute and furnish the Custodian with such additional written authority as the Custodian may require to effect such payment.

14.3 Liability for Taxes. In addition, you will be liable for any stamp tax, value-added tax or any other tax of a similar nature chargeable by law on any payment you are required to make to the Custodian. If the Custodian is required by law to collect and make payment in respect of such tax, you will indemnify the Custodian against such payments.

15. TERMINATION

15.1 You may terminate your use of Electronic Custodial Services or withdraw any particular Account subscribed for Electronic Custodial Services upon providing thirty (30) days' written notice to the Custodian.

15.2 The Custodian may, at any time and without liability to you terminate your access to the Electronic Custodial Services by giving you not less than thirty (30) days' written notice. No such termination will affect any Electronic Instruction given by you or an authorized User which is properly received by the Custodian before expiry of such notice.

15.3 Effect of Termination. If either party gives notice to terminate access to or use of the Electronic Custodial Services, you agree that at least 24 hours before the expiry of such notice of termination:

15.3.1 you will stop using any Security Code in respect of the Electronic Custodial Services;

15.3.2 you will preserve all data pertaining to or received via the Electronic Custodial Services and all software provided by the Custodian (including any copies you have made) from your system unless otherwise notified by the Custodian. If the Custodian requires you to destroy or delete any such data, you must do so in accordance with any data removal procedure that the Custodian may prescribe; and

15.3.3 you will forthwith pay all charges, costs and/or expenses due to the Custodian under these Terms.



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15.4 Termination or Suspension of Access. Despite anything else in these Terms and without prejudice to any other rights or remedies which the Custodian may have under these Terms or at law, the Custodian may, in its sole discretion, and without liability to you immediately terminate or suspend your access to the Electronic Custodial Services and/or stop the processing of any Transaction if the Custodian is of the reasonable view that it would be in the Custodian's interest to do so, including where:

15.4.1 you are in breach of these Terms or any other agreement with the Custodian;

15.4.2 such action is required to fulfil the Custodian's legal or regulatory obligations or to comply with an order of a court of competent jurisdiction or the Custodian's internal policies and procedures;

15.4.3 you are insolvent, unable to pay your debts as they fall due, have a receiver, administrator or manager appointed over the whole or any part of your assets or business, make any composition or arrangement with your creditors or an order or resolution is made for your dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction);

15.4.4 any relevant license or authorization which is required in order for the Custodian to satisfy these Terms, provide the Electronic Custodial Services or operate the system, is terminated or suspended;

15.4.5 you are or become subject to a regulatory investigation or inquiry and/or legal proceeding whereby continuing to offer the Electronic Custodial Services to you is (in the Custodian's reasonable opinion) likely to raise reputational issues; or

15.4.6 such action is required in order to protect the Custodian's system from harm, including from any form of denial of service attack or from viruses or malicious codes.

15.5 Continuing Effect. The termination of your access to and use of the Electronic Custodial Services will not affect any provision of these Terms which is capable of being performed and/or which survive, operate or continue to have effect after such termination. Termination will not prejudice any right of action already accrued to a party in respect of any breach of these Terms by the other party.

16. FORCE MAJEURE

16.1 The Custodian shall not be responsible for any failure or delay in performing any of its responsibilities to you or for any loss or damage arising directly or indirectly in relation thereto where such failure or delay occurs by reason of circumstances beyond the Custodian's control including without limitation, labor difficulties or troubles, mechanical breakdowns, flood, fire, explosion, earthquake or similar catastrophe, acts of god, acts of government or of any regulatory authority or agency or failures of transportation, communication or power supply (each a "Force Majeure Event"). The Custodian's responsibilities to you hereunder shall be suspended for so long as the Force Majeure Event continues and the Custodian agrees to notify you of the commencement or cessation of a Force Majeure Event. Either party may terminate the relationship if the Force Majeure Event continues for more than three months after the commencement thereof by written notice to the other party.

17. ACCEPTING RECORDS



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17.1 Acceptance of Custodian Records as Conclusive. Except for manifest error, you accept the Custodian's records of any Electronic Instruction, Transaction or other Communication between you and the Custodian as final and conclusive and binding on you for all purposes.

17.2 Notice Regarding Inaccurate Records. You must inform the Custodian of any discrepancy or inaccuracy in any Electronic Advice, statement or record that you receive from the Custodian within thirty (30) calendar days from the date of such statement or record. If you fail to do so, you will no longer have the right to dispute the contents of such statement or record and such statement or record shall be regarded as being final and conclusive and binding on you. It is your duty to maintain a copy of such Electronic Advice, statement or record on file.

17.3 Admissibility of Records. To the maximum extent permissible under applicable law, you agree that all such records are admissible in evidence and will not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by a computer system.

18. LIMITATIONS

18.1 You acknowledge and agree that:

18.1.1 the software for Electronic Custodial Services is provided "as is" and, to the maximum extent permitted under applicable law, all representations, warranties, conditions and other terms implied by statute, common law or otherwise in respect of the software are excluded from these Terms (including, without limitation, the implied conditions, warranties or terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care).

18.1.2 certain electronic Custodial channels may only be accessed and used by specified Users. You further acknowledge that the Electronic Custodial Services, the Content and the electronic Custodial channels are provided on an "as is", "as available" basis only and that the time periods during which the Electronic Custodial Services may be available are subject to change. Neither party is liable if any communication is delayed, intercepted, lost or otherwise failed to reach the other party during the process of delivery, transmission or dispatch, or the contents of any communication is disclosed to any third party during the process of delivery, transmission or dispatch.

18.1.3 Electronic Custodial Services may be limited to specific amounts or values set by law, by the Custodian or by the owner or operator of the electronic equipment. For example, there may be maximum and minimum daily withdrawal amounts that may vary.

19. NOTICES

19.1 Consent to Receive Electronic Notice. You agree that the Custodian will provide notices, information or other communications by electronic communications to you by emailing such notices or information to your registered electronic mail ("E-mail") address or through notification on the e-Custodial App. You further agree that you will maintain and regularly check your registered E-mail address and you will be responsible for printing and saving any important information that you receive from the Custodian electronically. You may withdraw your consent to receive information electronically at any time upon providing written notice to the Custodian.



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19.2 Addresses for Notices. All notices, demands or other communications required or permitted to be given under these Terms (the "Notices") must be in writing. Such Notices shall be delivered by facsimile or by electronic mail addressed:

19.2.1 in the case of a Notice to you, to the facsimile number or electronic mail address last registered with the Custodian; and

19.2.2 in the case of a Notice to the Custodian, using the appropriate address and other contact details provided by the Custodian to the Client from time to time. Communications from you to the Custodian shall be deemed to have been received upon acknowledgment of receipt by the Custodian.

19.3 Receipt of Notices. You are deemed to receive any Notice sent by the Custodian in respect of the Electronic Custodial Services (a) if delivered personally, at the time of delivery; (b) if sent by prepaid registered post, twenty (20) business days after posting; (c) if sent by facsimile, at the time shown in the transmission report as being successfully sent; and (d) if sent by email, at the time the Custodian sends it to your last registered email address.

19.4 Duty to Update. You must promptly inform the Custodian in writing of any change in your mailing address, fax number and/or email address for communication or any of your relevant particulars available in the Custodian's records (including signature, authorized signatory and/or mandate) and send the Custodian all supporting documents required by the Custodian. The Custodian will need a reasonable time period, not being less than 7 business days from receipt, to act and effect the change in the Custodian's records, after which, the Custodian may rely on the change. You acknowledge that your consent to receive notices electronically means that you agree to provide the Custodian with information needed to communicate with you electronically (including your current E-mail address).

19.5 Applicability of this Provision. This Clause relates only to Notices in respect of matters concerning these Terms and Electronic Custodial Services.

20. MISCELLANEOUS

20.1 Information Requests. You must promptly make available to the Custodian and/or to any relevant regulatory authority any information and/or documentation (a) the Custodian may reasonably request in order to fulfil its legal or regulatory obligations or any requirements which the Custodian needs or agrees to comply with from time to time or (b) requested by any relevant regulatory authority. You must provide upon reasonable request such assistance or cooperation as the Custodian may require in connection with any investigation or dispute resolution process.

20.2 Account Review. The Custodian reserves the right to inspect and conduct an audit to ensure that you have complied with your obligations under these Terms and you must forthwith comply with such requests and render all necessary help to the Custodian. If any non-compliance is discovered as a result of such review, you will be responsible for any costs reasonably incurred in respect of the review and any remedial action.

20.3 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.



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20.4 Other Terms and Conditions. In addition to these Terms, the Account Opening Terms (where applicable) and the Custodian's General Terms and Conditions governing other services provided to you, will, unless otherwise specified in writing, continue to apply and bind you. Except as set out in such terms, the parties do not have any rights against each other in relation to, and have not relied on, any oral, or written representation, warranty or collateral contract made before the date of your application for Electronic Custodial Services. If there is any conflict between such General Terms and Conditions and these Terms, the terms shall prevail in the following order of priority unless otherwise expressly stated: (i) the Custodian's General Terms and Conditions governing other services provided to you and (ii) the Account Opening Terms.

20.5 Amendments and Variations. The Custodian reserves the right to amend these Terms at any time. You will be informed of such amendments in writing or in any other appropriate manner of communication. The Custodian will ordinarily give you at least thirty (30) days' notice of any changes. However, the Custodian may implement changes without notice if the Custodian determines that such changes are necessary to comply with any legal or regulatory requirements or to improve the Electronic Custodial Services provided to you by the Custodian. If you or any User continue to use the Electronic Custodial Services after the effective date of such change, you are deemed to have agreed to the same.

20.6 Assignment and Transfer. Use of and access to the Electronic Custodial Services is personal to you. You may not assign or otherwise dispose of any benefit which you may receive under these Terms to any third party without the written consent of the Custodian. The Custodian may transfer any or all of its rights and obligations under these Terms without notice to or consent from you to a member of the Group or otherwise. Upon completion of the transfer, the transferee will assume all transferred rights and obligations from the date of the transfer. In addition, the Custodian may, without notice to or consent from you, delegate or sub-contract any rights or obligations under these Terms to any third party, and appoint third party providers, agents or sub-contractors to provide the whole or part of the Electronic Custodial Services. In connection with any assignment by the Custodian, you hereby irrevocably consent to the disclosure of information pertaining to you and this Agreement in connection with such transfer or assignment. You acknowledge that the Custodian has not made any representation, warranty, or covenant to you with respect to the transfer or assignment of all or any part of this Agreement.

20.7 Governing Law and Exclusive Jurisdiction. These Terms and any obligations arising therefrom are governed by and construed in accordance with the laws of the Commonwealth of The Bahamas. Unless the Custodian elects otherwise in writing, all disputes arising from or in connection with these Terms shall be resolved before the courts of the Commonwealth of The Bahamas, and you agree to submit to the jurisdiction of the Courts of the Commonwealth of The Bahamas.

20.8 Waiver. No forbearance, delay or indulgence by the Custodian enforcing Terms shall prejudice or restrict its rights. No waiver of rights shall operate as a waiver of any subsequent breach, and no right, power or remedy herein conferred upon or reserved for the Custodian is exclusive of any other right, power or remedy available to the Custodian and each such right, power or remedy shall be cumulative, unless otherwise expressly stipulated in these Terms.

You acknowledge that you have received electronically a copy of this Agreement.

Your access to and use of the Website and Electronic Custodial Services available through the Website is subject to compliance with all the terms set forth in this Agreement. Please read the Agreement carefully before you click on your acceptance thereof. If you are not willing to be



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bound by the terms and conditions of the Agreement, you should not click on your acceptance thereof or use the Website or Electronic Custodial Services.

By clicking on the button marked "I Agree" or by your use of the Website, Electronic Custodial Services or Online Statements, you are signifying your acceptance of this Agreement and your intention to be bound by it as follows:

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.