



## DIGITAL ASSETS CONTRACT FOR YUH ACCOUNTS

### A. THE SERVICE

#### 1. SCOPE OF THE SERVICE

1.1. As a holder of a Yuh bank account (“**you**”), Swissquote Bank Ltd (“**we**”, “**us**” or the “**Bank**”) offers you, as an additional service (the “**Service**”):

- a) **Subscription:** the ability to subscribe for certain digital assets issued and transferable on a distributed ledger and/or blockchain (each a “**Distributed Ledger**”), including cryptocurrencies, tokens and other types of cryptographic assets (the “**Digital Assets**”), which may be offered for subscription or sale by an issuer (each an “**Offering**”);
- b) **Trading:** the ability to purchase and/or sell Digital Assets;
- c) **Transfers:** the ability to transfer Digital Assets to or from an address or wallet on the relevant Distributed Ledger (each a “**DLA**”); and
- d) **Custody:** the custody of Digital Assets on Yuh bank accounts (“**Yuh Accounts**”) and related services.

The Service is provided under the terms and conditions of this Digital Assets Contract (the “**Contract**”) by means of dedicated functions (the “**System**”) of the mobile application through which Yuh Accounts can be managed (the “**Yuh App**”).

**Using the Service entails risks. You should carefully read the risk disclosure provided as an annex to this Contract.**

1.2. You acknowledge and agree that:

- the liquidity available for the trading of Digital Assets through the System or otherwise available as part of the Service, if any, depends on the liquidity available through the order execution channels that we make available for the relevant Digital Assets. Such order execution channels may include third party brokers, regulated or unregulated markets, trading venues or counterparties, as well as trading venues operated by the Bank itself;
- where we execute an order through a market or trading venue, you may be required to agree to be bound by the trading rules and other provisions governing the operations of the market or trading venue before submitting orders that would be executed on such market or trading venue;

- we have no obligation to make available prices for any Digital Assets, in particular in situations of illiquidity; and
- we have no obligation and do not undertake to accept all Digital Assets in custody or permit all transfers of Digital Assets you may wish to execute.

You acknowledge and accept that you will **not** be able through the System, unless specifically indicated otherwise by the Bank and/or provided in the Contract, to:

- receive or transfer Digital Assets from or to the Yuh Account, or otherwise from or to the System, except in the manner and on conditions determined by us from time to time;
- purchase or sell goods or services with Digital Assets through us; and
- request the delivery of any physical token, certificate or other instruments incorporating any Digital Asset.

### B. SUBSCRIPTION OF DIGITAL ASSETS

#### 2. CONDITIONS FOR PARTICIPATING IN AN OFFERING

2.1. This Contract may be supplemented, for the purposes of providing the Service in relation to an Offering, by a subscription order for each specific Offering in which you may decide to participate, as well as additional documents and disclaimers relating to the Offering as we may provide from time to time (the subscription document and the additional documents are referred to as the “**Subscription Documents**”).

2.2. In order to participate in an Offering, you will be required to:

- a) review and accept the terms of the Offering, as described in the white paper, prospectus, term sheet, summary and/or any other document prepared by the issuer of the Digital Assets (the “**Issuer**”) for the purpose of being distributed to acquirers of Digital Assets as part of the Offering (the “**Offer Documents**”);
- b) agree with and comply with the terms, provisions and conditions contained in the Offer Documents that we may execute in our own name, but for your account, and take all necessary measures to allow us to comply with our obligations under the Offer Documents, insofar as such obligations are related to Digital Assets held by us for your account;
- c) authorize and instruct us to give, respectively make, all representations and warranties as may be required as part of the Offer Documents; and



d) comply with the terms and conditions that apply to the Service and to Yuh Accounts, including this Contract and the Subscription Documents.

2.3. Although we may provide the Offer Documents through the System, we are under no obligation to do so. It is your responsibility to obtain copies of the Offer Documents.

2.4. We are under no obligation to allow you to participate in all Offerings available on the System, and may restrict your ability to participate in certain or in all Offerings due to your jurisdiction of residence, or because we deem it necessary (i) to comply with the Offer Documents, (ii) to comply with the terms of any agreement between us and the Issuer or with a third party involved in the Offering, or (iii) for our own protection. We are under no obligation to disclose the reasons for which we prevent you from participating in a particular Offering.

### 3. SUBSCRIPTION ORDERS

3.1. To participate in an Offering, you must first submit an irrevocable order to subscribe to or acquire Digital Assets offered in an Offering (a “**Subscription Order**”).

3.2. We will process Subscription Orders in accordance with clause 17 below.

3.3. When processing a Subscription Order, we are entitled to first convert cash deposited on your account in a currency or cryptocurrency in which the subscription or acquisition of the Digital Assets can be made in accordance with the terms of the Offering. In case the subscription or acquisition can be made in several currencies or cryptocurrencies and absent specific instructions from you, we will decide the currency or cryptocurrency in which the Subscription Order will be executed.

3.4. A Subscription Order will be considered as having been executed by the Bank when the funds necessary to subscribe or acquire the Digital Assets (the “**Contribution**”) have been debited from your Yuh Account.

3.5. You acknowledge that the execution of the Subscription Order may not necessarily result in the Digital Assets being issued, allocated and delivered to us by the Issuer immediately. In such cases, Digital Assets will only be credited on your Yuh Account upon effective delivery to us, acting for your account. The Issuer may in particular be entitled to first receive funds (including the Contribution) and to issue (or “mint”) the Digital Assets only in a second

phase. **You bear all the risks associated with the Digital Assets as from the execution of the Subscription Order** (i.e., as from the moment the Contribution is debited from your Yuh Account). These risks include, in particular, the risk that the Issuer will default or otherwise be unable to issue the Digital Assets. Once a Subscription Order has been executed, we are entitled to transfer the amount of the Contribution to the Issuer and are under no obligation to delay or ask for a return of the Contribution in the event that the Issuer has defaulted or is likely to default or otherwise appears unable to deliver the Digital Assets.

3.6. You acknowledge that the amount of Digital Assets actually delivered by the Issuer may be lower than the amount specified in the Subscription Document, depending on a number of risks and factors, including the actual allocation by the Issuer as part of the Offer Documents, in case all or part of the subscription is rejected by the Issuer altogether and/or otherwise as provided by the terms of the Offer Documents.

3.7. We may, at our sole discretion, aggregate multiple Subscription Orders of the same client or multiple clients for the same Offering, and only place one corresponding order with the Issuer, or take such other measures as we deem appropriate or desirable as part of the execution of the Subscription Order. In particular, we may take appropriate measures in case of multiple Subscription Orders to ensure a fair allocation of (i) any subscribed Digital Assets among our clients contributing to the same Offering and (ii) any bonuses or discounts applicable as part of the Offering. You acknowledge that due to the fact that the Contribution is made through the Bank, any bonuses or discounts may be calculated on the basis of the aggregate subscription made by the Bank for the account of all of our clients, including yourself, so that such bonus or discount will not necessarily be determined on the basis of your individual Contribution.

### 4. SERVICES TO ISSUERS | REMUNERATION | CONFLICTS OF INTEREST

4.1. We may provide from time to time services to certain Issuers, including in connection with an Offering. Such services may include banking, anti-money laundering / know your customer, distribution and/or other marketing services.

4.2. We may receive retrocessions, payments, fees, commissions including trailer fees, reimbursements, discounts, rebates, distribution remuneration, inducements, and other monetary or non-monetary benefits (collectively referred



to hereinafter as “remuneration”) from the Issuer or third parties in connection with the Digital Assets and/or the services we provide to an Issuer in connection with an Offering or otherwise.

- 4.3. The calculation parameters of our remuneration may vary depending on a number of factors for each Offering. To the extent required by applicable law, the details or calculation parameters of the remuneration shall be disclosed in the Offer Documents, in the Subscription Documents or on [www.yuh.com](http://www.yuh.com) (the “**Yuh Website**”), for example in a dedicated information sheet.
- 4.4. You are aware that remuneration may lead to potential conflicts of interest. We have duly taken into account the risk of conflicts and have taken appropriate measures to mitigate the same, so that accordingly you consent to us receiving and retaining remuneration. **To the extent required by law, you agree that the remuneration shall remain in full with the Bank (in addition to any Fees payable by you hereunder) and you waive all rights to the restitution of any remuneration.** Specific arrangements we may have with you, as well as mandatory provisions of applicable law remain reserved.
- 4.5. In addition, some Issuers may offer to our officers, employees and consultants the possibility to participate in an Offering earlier than yourself and/or at conditions that are more favorable than those we offered or will offer to you, as may be disclosed in the Offer Documents and/or the Subscription Documents.
- 4.6. By entering into this Contract and each time you place an Order (as defined below), you are and will be deemed to have acknowledged the existence of certain conflicts of interest, and to have consented thereto, and to have irrevocably waived any claim with respect to the existence of any such conflict of interest.

## 5. DUTIES OF THE BANK | LIMITATIONS

- 5.1. You acknowledge and agree that our role, obligations and responsibility to you in relation to the Digital Assets to which you have subscribed as part of the Service will be limited to:
  - a) subscribing and holding the Digital Assets as nominee (fiduciary) in our name, but for your account, on the terms of this Contract;

- b) dealing with administrative matters relating to the Digital Assets in accordance with your instructions (subject to other provisions of this Contract and to the Subscription Documents); and

- c) executing, to the extent possible and subject to the limitations of this Contract, the Offer Documents and of the Subscription Documents, your instructions in relation to the Digital Assets.

- 5.2. Unless otherwise indicated in the Subscription Documents, **we do not perform any due diligence on Digital Assets and/or on Issuers.** In the event that we perform any due diligence on certain Digital Assets and/or Issuers, we do so for our exclusive benefit, in particular for the purpose of onboarding the relevant Issuer and providing certain services to such Issuer in relation to an Offering. You are not entitled to obtain any information on the due diligence performed by us (if any) and do not have any right to rely on or benefit from such due diligence review, the manner in which such review was conducted or its conclusions or results. **We also do not review or verify the contents of the Offer Documents and do not undertake to verify the accuracy or completeness of the information found therein.**

- 5.3. We do not review the computer code of Digital Assets and/or any computer code that determines the functioning of such Digital Assets (the “**Smart Contract**”) used by Issuers in connection with Offerings and/or the relevant Digital Assets.

- 5.4. **We have no obligation to and do not undertake to perform any monitoring on Issuers, either during or after Offerings.** We have no control over how Issuers use funds received as part of Offerings and do not warrant that any project undertaken by Issuers will be successful. In particular, we will not take any measures to verify or monitor that funds raised by Issuers as part of Offerings are used in the best interest of the contributors or in accordance with the terms of the Offering.

- 5.5. Unless otherwise indicated in the Subscription Documents, **we do not provide liquidity for the Digital Assets**, and are in particular not acting as a market maker for any Digital Assets. **There is no guarantee that you will be able to sell the Digital Assets – in particular those to which you have subscribed as part of an Offering – through the Bank.** Digital Assets should be considered as potentially illiquid investments, as there is no guarantee that a secondary market will develop for the Digital Assets and even if such secondary market exists, **we have no obligation to offer brokerage services allowing you to access any secondary market for the Digital Assets.**



## C TRANSFERS OF DIGITAL ASSETS

### 6. PERMITTED TRANSFERS | BANK VERIFICATIONS

- 6.1. We allow transfers of Digital Assets (the “**Transfers**”, and to “**Transfer**” shall be construed accordingly) from a DLA not controlled or operated by us (each an “**External DLA**”) to your Yuh Account or to the System via a DLA controlled or operated by us (each a “**Bank DLA**”), and *vice versa*, at our sole discretion. **You have no right to request that a particular Transfer be effected or accepted by us, even if such Transfer complies with the terms of this Contract and the Yuh Account documentation.**
- 6.2. We are not required to execute Transfers within a prescribed timeframe. Transfers of Digital Assets may take longer to process than traditional payments in government-issued Fiat currencies or transfer of securities through the traditional banking system due to technical factors, including the use of “cold storage” facilities and validation algorithms used on the relevant Distributed Ledger. In addition, we may condition, delay or refuse the execution of Transfers. You acknowledge that these restrictions may prevent the execution of pre-defined strategies or the execution of transactions that depend on such Transfers.
- 6.3. We are entitled to define certain types of Digital Assets for which Transfers are (or are not) allowed, set limits to Transfers that apply generally to all clients, to request documentary evidence, and to conduct verifications with respect to you and your situation, to External DLAs or to the Digital Assets. Such verifications may include Transfers to us of small quantities of Digital Assets, as well as requests for information and/or documentation on the originator and/or beneficiary of any Transfer. If we request that you perform a Transfer of this kind for verification purposes, we will have no obligation to credit the relevant Digital Assets on your Yuh Account and will also have no obligation to Transfer back the Digital Assets to you. **You hereby authorize us to conduct such verifications and undertake, upon our request, to provide documentary evidence, third party consents, and any other information that we may request for the purpose of authorizing Transfers.** Nothing in this Contract shall be construed as creating an obligation for us to effect or accept a Transfer, including if you have provided all information and confirmations requested by us.

## 7. TRANSFER EXECUTION

- 7.1. You may initiate a Transfer only after having obtained our pre-clearance and received Transfer data, including the details of a Bank DLA in case you wish to Transfer Digital Assets to your Yuh Account. You must not use Bank DLAs previously communicated by us as part of Transfer data unless we have confirmed that such Bank DLAs may be reused for the contemplated Transfer. In the event that you initiate a Transfer prior to having received our pre-clearance or if, after having given our pre-clearance, we decide not to authorize the Transfer, we will have no obligation to credit the relevant Digital Assets on your Yuh Account. In such a case, we will proceed as we see fit to protect our interests, and shall *inter alia* be entitled to initiate a Transfer of the Digital Assets (less any fees or costs of the Transfer) to any External DLA to or from which you have Transferred Digital Assets using the Service (other than External DLAs which you have specifically instructed us in writing not to be used for Transfers) or to retain the Digital Assets until you have provided the information or documentation required by us and/or until we have completed to our satisfaction all verifications we deem necessary for our own protection or to comply with applicable laws, regulations and professional standards. In addition, **you acknowledge that not all Digital Assets may be compatible with the System and that, should you initiate a Transfer of Digital Assets that are incompatible with the System, these Digital Assets may be irremediably lost.**
- 7.2. You acknowledge that it is your responsibility to communicate correct Transfer data (e.g., details of the relevant External DLA) to us. We will be entitled to rely on the Transfer data that you provided us and will have no obligation to verify such Transfer data. You will also be responsible for ensuring that you have access to the necessary keys, passwords or approvals necessary to use the DLAs on which you ask us to Transfer Digital Assets. It will also be your responsibility to ensure that you have correctly reflected our Transfer data when initiating a Transfer to a Bank DLA. **You acknowledge that a single and seemingly minor mistake in communicating the Transfer data may result in the Digital Assets being irremediably lost,** and the we will have no liability whatsoever in such a case.
- 7.3. In order to receive Digital Assets on an External DLA, you must have, or procure that a third party has, a wallet which possesses a technical infrastructure that is compatible with the receipt, storage and transfer of the relevant Digital Assets, as may be prescribed from time to time by the respective Issuer of such Digital Assets. **You are**



solely responsible for ensuring that the External DLA and the relevant associated wallet are compatible with the Digital Assets of which you request a Transfer to the External DLA, and bear the risk of loss of such Digital Assets. We have no duty to verify the compatibility of the relevant Digital Assets with the External DLA or wallet, nor to alert you of any particular requirements as may be applicable to certain Digital Assets.

- 7.4. When initiating Transfers of Digital Assets from an External DLA to a Bank DLA, you will be responsible for defining and paying all fees (including “mining” fees) relating to the Transfer.
- 7.5. The execution of Transfers is subject to risks and to the actions of third parties over which we have no control. You acknowledge, in particular, that we do not control the relevant Distributed Ledger, and that the agreement or consent of a substantial part of the stakeholders of the relevant Distributed Ledger may be necessary for a Transfer to go through. When we accept to execute a Transfer from the System to an External DLA, we do not warrant that the relevant stakeholders will approve the Transfer, and when executing Transfers, we only undertake to send (or procure that a third party will send) a transaction message to one validation node on the relevant Distributed Ledger, which we reasonably believe to be active.
- 7.6. We do not warrant that the Digital Assets we Transfer to an External DLA will be accepted by third party banks, exchanges, wallet providers or merchants with which you may intend to use such Digital Assets. **You bear the risk of loss of all or part of Digital Assets in case of incomplete, erroneous or inappropriate Transfer data.**

## 8. TRANSFER FEES

- 8.1. When initiating Transfers from a Bank DLA to External DLAs, we will (at your own cost and risk) pay the fees (including “mining” fees) that are strictly necessary (pursuant to the relevant Distributed Ledger’s rules and protocols) for the Transfer to be executed.
- 8.2. We will nonetheless be entitled to pay such higher fees for the Transfer as we deem necessary to ensure a reasonably timely execution of the Transfer (and will correspondingly be entitled to charge such fees to you). Notwithstanding the foregoing sentence, we are under no obligation to analyze each contemplated Transfer and/or to pay the fees that would be required to ensure the best outcome for you from a timing and cost perspective.

## 9. LIABILITY FOR TRANSFERS | YOUR REPRESENTATIONS

- 9.1. **You will be solely liable for any costs, loss or damage resulting from errors in incomplete, delayed or rejected Transfers.**
- 9.2. We will not be liable for any loss or damage resulting from our reliance on the information (in particular Transfer data, including the External DLA) you provided as part of the processing of a Transfer and/or in response to any of our verification procedures.
- 9.3. Except as we may specifically agree and subject to additional requirements and/or verifications as we may impose at our sole discretion, respectively request, you represent and warrant that:
  - you are the sole owner and exclusive controller of the External DLAs from or to which a Transfer is requested by you hereunder, or, provided that we have explicitly agreed to a Transfer to or from DLAs owned or controlled by a third party service provider (e.g., custodian, exchange or other intermediary), the third party service provider acts for your account and upon your risks and instructions;
  - you are the sole owner of the Digital Assets to be Transferred and you are the originator, respectively the ultimate beneficiary of the Transfer; and
  - you understand and accept the risks related to the Service and the Digital Assets, and in particular to the Transfers from or to External DLAs.

## D CUSTODY OF DIGITAL ASSETS

### 10. CUSTODY SERVICES

- 10.1. Digital Assets acquired through the System or Transferred to Bank DLAs may be kept by us in custody (a) either directly, or (b) with a third party custodian, depository or professional service provider (each a “Sub-custodian”) in our name, acting as nominee (fiduciary), but for your account and at your own risk. We select Sub-custodians at our sole discretion. Upon written request, we will provide a list of criteria we use to identify suitable Sub-custodians. You acknowledge that, unless otherwise indicated by us, **we determine at our sole discretion whether the Digital Assets are kept in custody directly by us or by a Sub-custodian. A substantial part, and potentially all, Digital Assets may therefore be held with a Sub-custodian.** All Digital Assets credited from time to time to your Yuh Account will be held by us solely as nominee on your



behalf. You remain the legal and beneficial owner of such Digital Assets.

10.2. The list of Sub-custodians we may use for the Digital Assets is available on the Yuh Website and/or in the System and may be amended or updated by us from time to time without prior notice. Unless otherwise indicated by us, you are not allowed to submit instructions regarding the choice of Sub-custodians with which your Digital Assets are to be kept in custody. The custody of your Digital Assets through Sub-custodians is subject to the laws, customs, rules and conventions applicable to the relevant Sub-custodian, in particular in the jurisdiction of the Sub-custodian.

10.3. Digital Assets held on your behalf may be pooled with Digital Assets of the same type belonging to other clients of the Bank, to the Sub-custodian and/or to other clients of the Sub-custodian. **In such a case, you will not have the right to any specific Digital Assets, but will instead be entitled, subject to any applicable laws and regulations and to this Contract, to a quantity of Digital Assets of the same description and of the same amount or quality, or the corresponding claim for delivery thereof that we hold, as nominee for you, against any Sub-custodian, or the counter-value of the sale thereof in a currency or cryptocurrency.**

10.4. **We will not be liable for any loss directly or indirectly attributable to an action or omission of any Sub-custodian, or for the insolvency/bankruptcy or similar event affecting any Sub-custodian.** In case we are unable or deem it difficult to retrieve the Digital Assets deposited with a Sub-custodian, we may assign to you any claims for the return of the Digital Assets or for the counter-value of the sale of such Digital Assets in another currency or cryptocurrency against the Sub-custodian, to the extent such a claim exists and can be freely assigned to you.

## 11. LOSS EVENTS

11.1. **You acknowledge and agree that you bear the risk that the Digital Assets we hold directly and/or through a Sub-custodian are compromised for any reason (e.g., hacking, theft, fraud, cyber-attack, loss of private key, etc.) (each a "Loss Event"), absent any fraud or gross negligence of the Bank. In particular, we will have no liability in connection with a Loss Event resulting from any action, omission, or otherwise attributable to any Sub-custodian.**

11.2. In case of any Loss Event, we will promptly notify you and inform you of any measures taken to mitigate the impact of such Loss Event.

## 12. NO UNDERTAKING TO OFFER CUSTODY SERVICES OVER TIME

12.1. We do not undertake to offer custody services for the Digital Assets during the entire duration of the Digital Assets. In case we discontinue or are unable to continue offering custody services for the Digital Assets, for whatever reason, we may prevent, condition or delay any Transfer of the Digital Assets if we deem it necessary or appropriate for our own protection and/or to comply with our legal or regulatory obligations.

## E COMMON PROVISIONS

### 13. VERIFICATION PROCEDURES | TRANSACTION & TRANSFER LIMITS

13.1. We may require you to complete certain verification procedures before you are permitted to use all or part of the Service, in particular before you are allowed to request Transfers to or from External DLAs. As part of such verification procedures, we may require you to provide additional information and/or documents, respectively to determine to our satisfaction (if we deem it appropriate) that you own and control the External DLA to or from which you request a Transfer. You are solely responsible for the costs and fees of complying with any such requests or verification procedures.

13.2. **Depending on the results of the verifications we conduct, the information and documents you receive and/or the activity on a Yuh Account, we may place, rescind or amend certain limitations on your ability to use all or part of the Service, at our own discretion, in the System, in particular trading limits, limits to incoming and outgoing Transfers or limits on types or specific Digital Assets.**

13.3. We may at any time require you to provide or confirm information, including before or after completion of any Transaction (as defined below), including (for the avoidance of doubt) Transfers, and depending on the verification, suspend certain Services permanently or temporarily. Furthermore, we are entitled to Transfer all Digital Assets received from an External DLA (less any fees or costs of the Transfer) to any External DLA to or from which you



have Transferred Digital Assets using the Service (other than External DLAs which you have specifically instructed us in writing not to be used for Transfers).

- 13.4. **We may charge additional fees and costs for conducting verification procedures**, regardless of whether such fees appear on any fee schedule.

#### 14. LIMITATIONS TO ABILITY TO TRADE DIGITAL ASSETS

- 14.1. We may allow you to purchase or sell Digital Assets against certain legal tenders (e.g., U.S. dollars and euros), as indicated in the System. Whereas the trading of Digital Assets may be available throughout the week, from Monday to Sunday, you understand that you cannot purchase or sell legal tenders on Saturdays and Sundays. Therefore, if you are willing to be in a position to purchase Digital Assets against legal tenders on Saturdays or Sundays (and assuming that such purchases would indeed be possible), you must make sure to have a sufficient amount of the relevant legal tender before Friday 11pm (Swiss time) or any other time indicated by the Bank.
- 14.2. We may place limitations and restrictions on your ability to trade Digital Assets, even if such restrictions are not provided by the terms of the Digital Assets, or the Smart Contract. Such restrictions will be further detailed in the Subscription Documents or in the System.

#### 15. FEES

- 15.1. The Service and each Transaction (as defined below), including (for the avoidance of doubt) Transfers, shall be subject to such fees (the “**Fees**”), details of which are stipulated in the current fee schedule published on the Yuh Website or agreed upon separately in writing.
- 15.2. We reserve the right to amend the Fees at any time and you shall be notified of such amendments accordingly in a manner we deem appropriate.
- 15.3. We reserve the right to apply different Fees according to criteria defined by us at our sole discretion (e.g., volume of Digital Assets, size of the Order, verifications conducted by us prior to accepting an Order).

#### 16. RIGHTS ATTACHED TO THE DIGITAL ASSETS

- 16.1. You acknowledge that Digital Assets may incorporate various rights and obligations, as may be defined by the Issuer and as described in the Offer Documents, if applicable.
- 16.2. Unless otherwise indicated in any Subscription Documents, **we do not undertake to exercise the rights incorporated in the Digital Assets or perform the obligations imposed on the holders of such Digital Assets on your behalf.** Furthermore, **we are under no obligation to ensure or procure that you will be able to exercise such rights directly.** You acknowledge that this may have far-reaching implications for you, as **we do not have any obligation to:**
- claim dividends or other distributions made by Issuers or third parties and to which you would be entitled;
  - exercise subscription or conversion rights attached to the Digital Assets;
  - request the physical delivery of physical goods if contemplated by the terms of the Digital Assets; and
  - request the performance of the relevant Issuer’s obligations under the terms of the Digital Assets (e.g., an obligation to perform a service, if contemplated by the terms of the Digital Assets).

You therefore acknowledge that you may not be able to fully benefit from the particularities of, or rights attached to, specific Digital Assets, for as long as we keep the said Digital Assets in custody.

- 16.3. We have no obligation to take any measure to claim refunds for taxes on your behalf.
- 16.4. In the event that we are nonetheless prepared to exercise certain rights or perform certain actions attached to the Digital Assets, you must submit instructions to us in accordance with the modalities set by us. Should you fail to do so, we are authorized (but not obliged) to act at our sole discretion with the purpose of protecting your presumed interests.

#### 17. EXECUTION OF ORDERS AND TRANSACTIONS IN DIGITAL ASSETS

- 17.1. We execute orders to subscribe, purchase, sell or Transfer Digital Assets (“**Orders**”) and carry out subsequent transactions on the Digital Assets (“**Transactions**”) in our own name but for your account and at your own risk.



- 17.2. We reserve the right to reject any Orders, including requests for changes or cancellations of Orders. We may in particular refuse to execute Orders if your Yuh Account is not sufficiently funded, or if, in our judgment, it is reasonable to do so, e.g., to comply with the Offer Documents, the terms of any agreement between us and the Issuer or a third party involved in the Offering, or for our own protection. If we determine that any instructions are unclear or conflicting, we may choose not to act on them until we are satisfied that the ambiguity or conflict has been resolved. We may refuse to act on any instructions that we believe are contrary to or not clearly permitted by applicable laws, regulations or other relevant requirements. We are not obliged to disclose the reasons for which we refuse to process or cancel an Order.
- 17.3. There is no guarantee or assurance whatsoever that a secondary market exists or will exist in the future for the Digital Assets, and we do not undertake to act as a market maker (or in a similar capacity) with respect to the Digital Assets. Except if otherwise indicated in the Subscription Documents, the Digital Assets will not be traded or listed on a regulated market. Although we may agree to provide certain brokerage services for the Digital Assets, there is no guarantee that you will be able to acquire additional Digital Assets through the System or to sell Digital Assets you have acquired through the System. Furthermore, although third parties and Digital Assets exchanges or markets may quote or offer prices for the Digital Assets, we are under no obligation to offer, as part of the Service, the execution of Orders to buy or sell Digital Assets with such third parties or on such exchanges or markets.
- 17.4. Details regarding the type of Orders that can be placed to acquire or sell Digital Assets are published in a manner we deem appropriate, e.g., on our website.
- 17.5. Unless the System gives you the ability to submit instructions in this respect, Transactions on Digital Assets will be executed through the Order execution channel chosen by us at our sole discretion. We may define a single Order execution channel per Digital Asset, which may be a trading venue operated by the Bank. **You acknowledge, in this respect, that:**
- a) **in particular when trading Digital Assets that are not financial instruments under Swiss law, we are under no duty to provide “best execution”, i.e., in such situations we have no duty to achieve the best possible outcome when executing your Orders;**
  - b) **we do not guarantee that there will be sufficient liquidity on any Order execution channel through an Order is routed**, including if such channel is a trading venue operated by the Bank and regardless of whether the Bank is acting as market maker or in a similar capacity on the relevant trading venue; and
  - c) **if you are suspended, excluded or banned, on a temporary or permanent basis, from a trading venue that serves as the only Order execution channel by decision of such venue’s operator, you will be prevented from entering into purchases or sales of the relevant Digital Assets through the System.**
- 17.6. If we accept to execute an Order to purchase Digital Assets, we will be entitled to debit from or block an amount on your account aiming at covering the purchase price until the Transaction is settled.
- 17.7. Settlement of Transfers and generally of Transactions in Digital Assets may take longer than the customary settlement cycle of regulated securities exchanges or other markets and trading facilities. After an Order has been submitted, you will only be allowed to cancel or withdraw such Order if we deem at our sole discretion that such cancellation or withdrawal (i) is possible, (ii) is admissible under the rules of the trading venue on which it was submitted (if applicable), and (iii) is not detrimental to our or your interests, and/or to the operation of the System.
- 17.8. Unless we indicate otherwise, our obligation with respect to Transactions (including with respect to Digital Assets Transferred to our facilities) are conditional on our actual receipt of the relevant funds or, in the case of Digital Assets, on the relevant Digital Assets being received (with a sufficient number of confirmations) to a DLA operated or controlled by us or a Sub-custodian, even if the credits or debits associated with such funds or Digital Assets were already displayed in your Yuh Account prior to the actual settlement. We are authorized to cancel at any time entries on your Yuh Account for which no settlement has occurred or has yet to occur.
- 17.9. Our ability to execute Transactions may be limited by the terms of the Digital Assets, the Smart Contract governing the same, and/or the terms of the Offering. In particular, the Issuer may have placed temporary or permanent limitations on the Transfer of or Transactions involving Digital Assets. These limitations may include “whitelisting” procedures, whereby only investors who have passed certain anti-





money laundering / know your customer verifications will be able to Transfer or receive Digital Assets. Limitations may also include initial “lock-ups” or temporary “freezes”.

## 18. WAIVER OF BANKING SECRECY | PROVISION OF INFORMATION

18.1. **You expressly authorize us to disclose your name and any other information related to the business relationship between you and the Bank to the Issuer, to persons or entities whom we reasonably believe operate or control External DLAs to which or from which you have required us to initiate Transfers, and to third party custodians (including information regarding the beneficial owner of your Yuh Account), in particular, without limitation:**

- a) where we reasonably believe that such disclosure is required by any law or regulation applicable to us or you, or by an order received from an authority or self-regulatory organization, the Issuer and/or the Offering;
- b) as may be described in the Offer Documents or in the Subscription Documents;
- c) to the extent required for the performance of our obligations under this Contract, including to process Transfers and to perform all verifications relating thereto;
- d) if you are in breach of any of your obligations under this Contract; and/or
- e) if we are required to enforce our rights under this Contract and/or to protect us from any third party claims.

18.2. For this purpose, you hereby expressly release us and our directors, officers, employees, representatives and agents from any obligations of secrecy or confidentiality under Swiss or any other applicable laws which might otherwise preclude the disclosure of such information.

18.3. Without limiting the generality of Section 6, you undertake to provide all such documentation or information as we may request to ensure that we comply with applicable law and regulation.

## 19. TREATMENT OF HARD FORKS, “AIRDROPS” AND SIMILAR EVENTS

19.1. Any disagreement among stakeholders of a particular Distributed Ledger may result in a split of a relevant Digital Asset into two or more incompatible versions (such an event called a “**Hard Fork**”). The treatment of Hard Forks and similar events is uncertain from a legal and practical perspective. Hard Forks may in particular cause the Digital Assets to be duplicated, i.e., one version of the Digital Assets will remain on a specific version of the Distributed Ledger, while the other version of the Digital Assets will be traded on another version of the same Distributed Ledger. In such a case, the Issuer of the Digital Assets is expected to determine which version of the Distributed Ledger is supported. Our current policy in relation to Hard Forks and similar events is available in the System, and may be amended and updated from time to time without prior notice.

19.2. We may also be unable (and have no obligation) to support both versions of a Distributed Ledger. Depending on the decision of the Issuer, **you may be unable to claim the version of the Digital Assets that is supported by the Issuer.** This could lead to the total loss of value of the Digital Assets held on your Yuh Account, as these are no longer supported by their Issuer. Subject to our policy on such events referred to in clause 19.1, we shall apply best efforts to take any commercially reasonable action in relation to a Hard Fork or similar events as we deem appropriate to procure that you will not suffer adverse consequences resulting thereto. Notwithstanding the above, **you have no claim against us in connection with Hard Forks and similar events.**

19.3. Third parties may also allocate new or existing Digital Assets to various stakeholders of a Distributed Ledger, sometimes free of charge (a process referred to as an “**airdrop**”). Airdropped Digital Assets may contain malicious code, be associated with fraudulent or unserious projects, or be incompatible with the System for other reasons. We therefore decide on a case-by-case basis how to approach and handle airdrops. **We have no obligation to support Digital Assets that have been airdropped. We are therefore entitled to decide (i) not to credit airdropped Digital Assets on your Yuh Account, and/or (ii) not to offer you the possibility to Transfer the airdropped Digital Assets to an External DLA. You acknowledge that, as a result of the above limitations, you may be unable to participate in or benefit from airdrops.**



19.4. In the event of a Hard Fork, airdrop or similar event, we are entitled to decide that certain Digital Assets cannot be held on Yuh Accounts but may be Transferred to an External DLA. In such a case, we are entitled to require that you provide us with Transfer data in order for us to Transfer the relevant Digital Assets to an External DLA, at your own risk.

## 20. RISK ALLOCATION

20.1. Using the Service involves significant risks, which you must be aware of and accept before accessing the Service. By using the Service, you acknowledge and accept the risks described in the Digital Assets risk disclosure available on the Yuh Website (the “**Digital Assets Risk Disclosure**”), as may be updated or supplemented from time to time. The Digital Assets Risk Disclosure is attached hereto and forms an integral part of this Contract.

20.2. **YOU BEAR ALL RISKS RELATED TO ANY TRANSACTIONS IN DIGITAL ASSETS**, including the counterparty risk (i.e., the creditworthiness of the Bank as custodian and/or the creditworthiness of any Sub-custodian), the risk that the Issuer will default on its obligations, the foreign exchange risk (depending on your reference currency and on the currency or cryptocurrency in which the Digital Assets can be acquired), the settlement risk, all risks described in the Digital Assets Risk Disclosure, which you acknowledge having received, read and understood.

20.3. The Offer Documents may contain disclosures and risk warnings about the Digital Assets or the Issuers. Such disclosures and risk warnings are important and you should review them carefully before you invest in the Digital Assets. By instructing us to execute any Transactions under this Contract, you represent and warrant that you have understood and accepted all risks related to such Transactions, as may be described in this Contract, the Offer Documents, the Subscription Documents and/or the Digital Assets Risk Disclosure.

## 21. NO OFFER OR ADVICE

21.1. You are aware that we have no knowledge of your personal situation, and in particular your financial situation, or only have partial knowledge thereof. The fact that we agree to execute a Transaction does not mean that we recommend that Transaction or consider that Transaction appropriate or suitable for you, taking into account your personal situation.

We do not examine the appropriateness and/or suitability of the Transactions that you initiate. We do not provide investment, legal or tax advice and do not represent that the Service is suitable for you. Your investment decisions shall be based exclusively on your own assessment of your financial situation and your investment goals, as well as on your own personal interpretation of the information available. You are solely responsible for such decisions.

21.2. You must carefully review your personal (in particular financial and tax) situation, tolerance for risk, investment objectives and other relevant circumstances in order to assess that purchasing or selling Digital Assets is suitable for you. You must only invest in Digital Assets that you can afford to lose without having to change your standard of living, and you must stop using the Service if your personal situation no longer permits it. You understand that you must not carry out Transactions if you are seeking a regular or a safe return. You further agree that Transactions are not suitable for retirement funds.

## 22. LIMITATIONS AND RESTRICTIONS

22.1. If, by reason of your domicile or for any other reason are subject to foreign regulations prohibiting or restricting access to the Service, you are not permitted to either access or use the Service. More generally, we are not offering the Service in any country or jurisdiction in which such offering or availability would be considered unlawful or would otherwise violate any applicable law or regulation, or which would require us to amend this Contract or modify partially or entirely the Service in any way, or which would require us to make any additional filing with, or take any additional action with regard to, any governmental, regulatory or legal authority (in each case an “**Excluded Jurisdiction**”). We are not offering the Service to you if you are residing or being otherwise subject to the laws or regulations of any Excluded Jurisdiction. We do not monitor the laws and regulations in your country of residence and/or country from which you access the Service and it is your responsibility to comply with these laws and regulations prior to using the Service and to inform us about whether such country is an Excluded Jurisdiction.

22.2. In the event of a market disruption or Force Majeure event, we may suspend access to the Service or prevent you from completing any actions via the Service. Following any such event, you acknowledge that prevailing market rates may differ significantly from the rates available prior to such event. If, in the context of a Transaction, you have



accepted a price made available by us that was incorrect, we reserve the right to make the necessary corrections and revise your Transaction accordingly (including charging the correct price) or to cancel the Transaction and refund any amount received, and cannot be held liable for this. You hereby accept any correction of the said price where you have made a correction taking account of the valid price at the time of the error. We may in particular correct an incorrect price in case of market disruption or Force Majeure events, including any extraordinary situations outside our control, such as, without limitation, absence of liquidity, very high volatility, errors in third party data feeds and/or incorrect information supplied by third parties.

### 23. EXCLUSION OF LIABILITY AND INDEMNIFICATION

23.1. **ANY LIABILITY OF THE BANK FOR ANY LOSS OR DAMAGE WHATSOEVER, BE THEY DIRECT OR INDIRECT, IS EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, including any loss or damage incurred as a result of (i) accessing the Yuh Website or the Service, (ii) using the information and services available on the Yuh Website or the Yuh App (including the Service), (iii) the inability to access or use any information or services available on the Yuh Website or Yuh App (including the Service), (iv) the unavailability of prices with respect to Digital Assets, or the inappropriate character of certain prices, (v) errors or malfunctions of third party systems, hardware or software, (vi) non-execution, partial or late execution of Transactions, and/or (vii) any Loss Event and/or situations of Force Majeure.**

23.2. If the System is not available (e.g., due to technical problems), **you must take appropriate steps to reduce any loss or damage**, for example by calling our customer care center. We do not assume any liability for any loss or damage that you may suffer as a result of not having taken the above steps.

23.3. **You agree and undertake to indemnify and hold us harmless from and against any liability, damage, losses, costs or expenses (including reasonable attorneys' fees) which may be incurred or suffered by us as a result of any action performed by us in executing an Order received from you hereunder, in particular as a consequence of:**

- a) **any breach by you of any of the representations and/or warranties (in particular as set out in this Contract, the Subscription Documents and/or the Offer Documents); or**

- b) **your negligence, fraud or willful misconduct.**

### 24. MISCELLANEOUS

24.1. Capitalized terms used in this Contract and not otherwise defined shall have the meaning ascribed to them in the Yuh Account documentation.

24.2. We may at any time amend the scope of the Service and/or define the terms and conditions for the use of, or access to, the Service, such as:

- the Offerings to which you may participate;
- minimum and maximum amounts for the Contribution and other Transactions;
- minimum and maximum volumes;
- maximum number of Orders;
- maximum number of Transactions; and
- additional terms and conditions to access certain Order execution channels.

24.3. We may amend the terms of this Contract at any time in accordance with the General Terms and Conditions of your Yuh Account.

24.4. Upon discontinuance of the Service and/or termination of this Contract for any reason whatsoever in accordance with the General Terms and Conditions of your Yuh Account, you must provide us with Transfer data regarding one or several External DLAs. We shall be entitled to Transfer all of your Digital Assets to such DLAs. **If you refuse or fail to timely provide Transfer data, we are entitled to Transfer Digital Assets received from an External DLA (less any fees or costs of the Transfer) to any External DLA to or from which you have Transferred Digital Assets using the Service (other than External DLAs which you have specifically instructed us in writing not to be used for Transfers).** In the event that we determine at our sole discretion that a Transfer to your DLA is not possible for any reason whatsoever, we may require that you sell all of the Digital Assets in the Yuh Account within a prescribed timeframe. If you do not sell the Digital Assets by the relevant deadline, we will be entitled to sell such Digital Assets on your behalf at our sole discretion.

24.5. This Contract shall apply in addition to the Yuh Account documentation, including, in particular, the General Terms and Conditions of your Yuh Account, as well as other agreements or clauses forming part of your relationship with us in respect of your Yuh Account. This Contract shall



prevail in case of any conflict with the above-mentioned terms and conditions.

24.6. This Contract is exclusively governed by Swiss law. The place of performance and exclusive place of jurisdiction for any and all disputes in connection with this Contract is Gland, Switzerland. However, we reserve the right to take legal action against you in the courts of competent jurisdiction of your place of residence or any other competent authority, Swiss law remaining exclusively applicable.

2.2. Digital Assets may, for example, grant their holders the right to request the performance of services (e.g., access to a platform), or serve as means of payment. The fair value of Digital Assets may consequently be extremely difficult to assess and may ultimately prove to be much lower than anticipated. This may in particular be the case for Digital Assets that incorporate a right to the supply of goods or performance of services, as many investors in such Digital Assets will have little need for such goods or services but only acquire the Digital Assets with the expectation that they will be able to sell the Digital Assets back at a profit.

2.3. The value of the Digital Assets is understood to derive primarily from the rights incorporated therein. Because you may not be able to exercise such rights, you may potentially derive very little benefits from the Digital Assets as long as you hold such Digital Assets through us. You may, in particular, be unable to seize opportunities, e.g., to redeem the Digital Assets and/or to pay for products and/or services offered by the Issuer or third parties. To the extent we do not offer the possibility to exercise all or part of the rights incorporated in the Digital Assets, you may be able to exercise such rights only by first transferring the Digital Assets to your own DLA. Such transfers may be subject to restrictions, as detailed in the Contract, the Offer Documents and/or the Subscription Documents.

2.4. In addition, the technical functionalities of Digital Assets (e.g., the ability to transfer them, to create new Digital Assets, the number of decimals up to which a Digital Asset may be traded, etc.) depend on the Smart Contract for the relevant Digital Asset. Smart Contracts are non-trivial pieces of computer code and their interactions with the relevant Distributed Ledger network are complex. Investors should review and ensure that they understand the functioning of the relevant Smart Contracts before they invest in a particular Digital Asset.

2.5. There is no guarantee that Smart Contracts, or even the Distributed Ledger network on which they operate, are bug-free and will function according to the Issuer's or the investors' expectations. Furthermore, a Digital Asset Issuer may retain the possibility to amend the code of the Smart Contract at any time. Depending on the rights and obligations incorporated therein, Issuers have considerable discretion to manage their Digital Assets and may decide to cancel the Digital Assets and replace such Digital Assets with other forms of evidence or with paper certificates, for example. **We are under no obligation to provide custody services for any Digital Asset, paper certificate or other replacement for the Digital Assets.**

## DIGITAL ASSETS RISK DISCLOSURE

This Digital Assets Risk Disclosure provides a description of certain risks associated with the Service and Digital Assets, but DOES NOT DISCLOSE OR EXPLAIN ALL THE RISKS INVOLVED IN THE INVESTMENT IN DIGITAL ASSETS AND/OR THE USE OF THE SERVICE. There may be additional risks that are not foreseen or identified in the Digital Assets Contract or in this Digital Assets Risk Disclosure. **WE STRONGLY RECOMMEND THAT YOU SEEK PROFESSIONAL ADVICE BEFORE MAKING INVESTMENT DECISIONS.**

### 1. INCORPORATION BY REFERENCE

- 1.1. All risk disclosures and similar disclaimers set out in the Offer Documents and/or Subscription Documents are incorporated herein by reference.
- 1.2. Capitalized terms used in this Digital Assets Risk Disclosure and not otherwise defined shall have the meaning ascribed to them in the Digital Assets Contract and in the Yuh Account documentation.

### 2. RISK PROFILE OF DIGITAL ASSETS

- 2.1. Digital Assets may incorporate a large number of financial and non-financial rights, claims and/or assets, including rights and obligations not usually found in (traditional) financial markets instruments such as equity and fixed income securities. **Investors wishing to acquire Digital Assets must carefully review the rights and obligations incorporated in the Digital Assets before making any investment decisions.**

### 3. LEGAL AND REGULATORY UNCERTAINTY | BANKRUPTCY TREATMENT

3.1. Digital Assets have been in existence for only a few years and have been under scrutiny from various regulatory bodies in Switzerland and globally (e.g., in relation to regulation concerning money laundering, taxation, consumer protection, publicity requirements or capital controls, as well as the civil law characterization of Digital Assets). Any forthcoming legal or regulatory actions may result in the illegality of certain Digital Assets or the implementation of controls relating to Transactions in (and therefore liquidity of) some or all of the Digital Assets. In addition, control mechanisms may increase Digital Assets' transaction costs significantly. **By using the Service and trading Digital Assets, you bear the risk related to the possible legal or regulatory actions susceptible of impacting Digital Assets and/or Transactions.**

3.2. The treatment of Digital Assets in a bankruptcy or similar event may be subject, in a number of jurisdictions, to uncertainties, as there are no or few relevant court precedents or published practice of regulatory authorities and bankruptcy administrations with respect to Digital Assets. With respect to Swiss law, whether Digital Assets held in custody by us (whether directly or through Sub-custodians) for your account can be considered as "deposited assets" in the meaning of Article 16 and 37d of the Swiss Banking Act and, hence, be segregated in the event of bankruptcy of the Bank, depends on a number of factors. Regulatory practice, court decisions, accounting rules and standards, as well as the features of Digital Assets and the manner in which custody by us or by a Sub-custodian is operated may influence the treatment of Digital Assets in a bankruptcy or similar event. **We do not undertake to take all measures that would be required for the Digital Assets to be segregated in the event of a bankruptcy of the Bank.**

3.3. Whether the Digital Assets are segregated or not in the event of a bankruptcy of the Bank should be expected to have a significant impact on you:

- a) If the Digital Assets are segregated, the Digital Assets will not fall into the bankruptcy estate of the Bank and must (under Swiss law) be returned to you.
- b) If the Digital Assets are not segregated, the Digital Assets will fall into the bankruptcy estate of the Bank. In such a case, you will be treated as a creditor of the Bank and will compete with other creditors. Although you may

in certain cases benefit from the depositor protection scheme contemplated by Swiss law, **not all (and perhaps none) of the Digital Assets will be eligible for protection under the depositor protection scheme.**

3.4. In case Digital Assets are deposited with a Sub-custodian, whether the relevant Digital Assets are segregated in the event of a bankruptcy of the Sub-custodian may also impact your situation. Although the bankruptcy of a Sub-custodian is subject to the laws, customs, rules and conventions applicable to the Sub-custodian (which may not be Swiss law), a lack of segregation of the Digital Assets should be expected to render the retrieval of the relevant Digital Assets significantly more difficult. In such a case, pursuant to the Contract, we (i) will not be held liable for any loss directly or indirectly attributable to the insolvency or bankruptcy or similar event affecting the relevant Sub-custodian, and (ii) may assign to you any claims for the return of the Digital Assets (or the reimbursement of their counter value) to the extent such claim exists and can be freely assigned to you.

### 4. STATUS OF THE ISSUERS: LIMITED DISCLOSURES AND REGULATION

4.1. The Digital Assets may not be listed on a securities exchange, and their issuer may consequently not be subject to the regime that applies to listed companies. **Issuers of Digital Assets may not be subject to a number of important rules designed to protect investors.** In particular, issuers may not be subject to the obligation to:

- publish their financial statements in accordance with a recognized accounting standard;
- publish quarterly or half-yearly financial statements;
- inform the public as soon as events susceptible of affecting the price of the Digital Assets occur; and
- disclose transactions by company insiders (e.g., senior management of the issuer).

4.2. Because they may not be listed or admitted to trading on a regulated exchange, multilateral, organized or other trading facility, the Digital Assets may not be subject to insider trading and market manipulation regulation. Accordingly, the market for the Digital Assets (to the extent one such market develops for the Digital Assets) may be more prone to fraud or insider trading.

## 5. VALUATION ISSUES | VOLATILITY | NO OR LIMITED LIQUIDITY

- 5.1. The value of Digital Assets may change significantly (even on an intraday basis) and movements on the price of the Digital Assets may be unpredictable.
- 5.2. While the volatility of the value of Digital Assets is (perceived as) high, changes and advances in technology, fraud, theft and cyber-attacks and regulatory changes, among others, may increase volatility further – elevating the potential of investment gains and losses. In addition, Digital Assets lack the historical track record of other financial instruments, currencies or commodities such as gold that could guide if current levels of volatility are typical or atypical.
- 5.3. Investments in Digital Assets and in cryptocurrencies are deemed **highly speculative** investments. Digital Assets and cryptocurrencies are subject to **high volatility**, i.e., the price of Digital Assets or of cryptocurrencies may rapidly go down as well as up, on any given day. The movements of the Digital Assets and of cryptocurrencies are unforeseeable. You acknowledge that Digital Assets and cryptocurrencies may not be supervised by authorities or institutions such as central banks and that, therefore, there may be no authority or institution which may intervene to stabilize the value of Digital Assets or cryptocurrencies and/or prevent or mitigate irrational price developments. **The risk of substantial or total loss in purchasing or selling Digital Assets exists. You acknowledge and agree that you shall access and use the Service at your own risk.**
- 5.4. Investments in Digital Assets in general and in cryptocurrencies in particular are susceptible to irrational bubbles or loss of confidence, which could collapse demand relative to supply, e.g., because of unexpected changes imposed by the software developers or others, a government crackdown, the creation of superior competing alternative Digital Assets, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems, for instance if significant amounts of Digital Assets are lost or stolen or if hackers or governments are able to prevent any transactions from settling.
- 5.5. **The market for the relevant Digital Assets may experience periods of decreased liquidity or even periods of illiquidity. To execute Orders, we may rely on one single Order execution channel, which may therefore be the sole source of liquidity for the trading of Digital Assets via the System, creating a higher illiquidity risk. This**

**single Order execution channel may be a trading venue that the Bank itself operates. If the Bank suspends the operations of such a trading venue and if we are otherwise unable to trade the Digital Assets at a certain time or permanently (if we have not found a suitable market, trading venue or counterparty to trade Digital Assets), you will not be able to purchase or sell Digital Assets.** Furthermore, a lower liquidity may result in very rapid and hectic price movements, in wider spreads and/or in higher rejection rates. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example, if there is insufficient liquidity in the market and we are consequently not able to (a) provide prices for you to purchase or sell Digital Assets and/or (b) execute any Orders or Transactions. Your ability to purchase or sell Digital Assets as well as to compare the prices of Digital Assets may consequently be limited.

## 6. INTERDEPENDENCE WITH CRYPTOCURRENCIES | TECHNOLOGY RISKS

- 6.1. Digital Assets are instruments that rely on the Distributed Ledger technology to be recorded and transferred. The acquisition of Digital Assets, as well as their transfer on a Distributed Ledger may be subject to fees payable in cryptocurrencies. Digital Assets are therefore usually in a relationship of interdependence with cryptocurrencies.
- 6.2. The Distributed Ledger technology, on which the functioning of the Digital Assets and cryptocurrencies is based, is still at an early stage and best practices are still to be determined and implemented. The Distributed Ledger technology is likely to undergo significant changes in the future. Technological advances in cryptography, code breaking or quantum computing etc. may pose a risk to the security of Digital Assets and cryptocurrencies. In addition, alternative technologies to certain cryptocurrencies could be established, making the relevant cryptocurrency less relevant or obsolete. If the Digital Assets are traded on a Distributed Ledger that becomes less relevant or obsolete, this could negatively affect the price and the liquidity of the Digital Assets.
- 6.3. The functioning of the Digital Assets and of cryptocurrencies relies on open-source software. Developers of such open-source software are not employed or controlled by us or the Sub-custodians. Developers may introduce weaknesses and programming errors into the open-source software or may stop developing the open-source software (potentially at a critical stage where a security update is required),

keeping Digital Assets or cryptocurrencies exposed to weaknesses, programming errors and threats of fraud, theft and cyber-attacks.

- 6.4. Distributed Ledger networks have experienced a surge in the number of transactions over the last few years. An increasing number of transactions coupled with the inability to implement changes to Distributed Ledger technology may result in a slower processing time of Transactions (potentially days to verify a Digital Asset transaction) and/or a substantial increase in the transaction fees paid to so called “miners” of cryptocurrencies for facilitating the processing of Digital Asset transactions. This may limit our ability to process Transactions and lead to an increase of the fees.
- 6.5. Since there may be no central body (e.g., a central bank or a government agency) overseeing the development of the Distributed Ledger technology, the functioning of Distributed Ledgers, as well as further improvements of such functioning (e.g., ability to increase the number of transactions, reduce processing time, reduce transaction fees, implement security updates), relies on the collaboration and consensus of various stakeholders, among others, developers enhancing the open-source software related to cryptocurrencies or so called “miners” facilitating the processing of transactions. Any disagreement among stakeholders may result in a Hard Fork. Hard Forks may lead to the instability of a specific version of a relevant Distributed Ledger. In addition, Hard Forks or the threat of a potential Hard Fork may prevent the establishment of Digital Assets as a viable alternative to the way assets are traditionally traded. Hard Forks or the potential of a Hard Fork may limit our ability to process Transactions and lead to an increase of the fees.
- 6.6. The particular characteristics of Digital Assets (e.g., they only exist virtually on a computer network, transactions in Digital Assets are usually not reversible and are done largely anonymously) make it an attractive target for fraud, theft and cyber-attacks. Various tactics have been developed (or weaknesses identified) to steal Digital Assets or disrupt the underlying Distributed Ledger technology, including e.g., the “51% attack” where persons with malicious intents may take control over a relevant Distributed Ledger network by providing 51% of the computer power in the relevant Distributed Ledger network, or the “denial of service attack” where persons with malicious intents attempt to make the relevant Distributed Ledger network’s resources unavailable by overwhelming it with service requests. You are directly exposed to fraud, theft and cyber-attacks for

the following reasons: (i) any high profile losses as a result of such events (e.g., bankruptcy of the then largest bitcoin exchange Mt. Gox in February 2014) may raise skepticism over the long-term future of Digital Assets and may prevent the establishment of Digital Assets as an accepted way to represent assets, and may increase the volatility and illiquidity of the relevant Digital Assets; (ii) as provided in clause 11.1 of the Contract you will exclusively bear any loss resulting from a Loss Event.

- 6.7. Digital Assets and cryptocurrencies only exist virtually on a computer network and have no physical equivalent. Establishing a value for Digital Assets is difficult as the value depends on the expectation and trust that cryptocurrencies can be used for future payment transactions and as a medium of exchange. Among others, persistent high volatility, changes and advances in technology, fraud, theft and cyber-attacks and regulatory changes may prevent the establishment of cryptocurrencies as an accepted long-term medium of exchange potentially rendering cryptocurrencies worthless. Due to the relationship of interdependence between the Digital Assets and cryptocurrencies, this could affect the price and liquidity of the Digital Assets.
- 7. PRIVACY | PUBLIC NATURE OF DISTRIBUTED LEDGERS**
- 7.1. Investors should be aware that any Transfer, purchase and sale of Digital Assets may be recorded in a public Distributed Ledger and may therefore be visible to the public.
  - 7.2. Distributed Ledgers on which Digital Assets are issued and/or recorded are neither the property of, nor under any control of the Bank or the Sub-custodians. Information available on the respective Distributed Ledgers may be processed, exploited or misused by third parties, including in unforeseen ways.