

# Custody Regulations

## I. GENERAL PROVISIONS

### Art. 1 Purpose and scope of application

These custody regulations (the "**Custody Regulations**") govern the custody and administration of claims, property and other assets (the "**Custody Assets**") by SEBA Bank AG ("**SEBA**") for and on behalf of the client (the "**Client**") and related matters.

The Custody Regulations form an integral part of the contractual relationship between the Client and SEBA and apply together with and in addition to the general terms and conditions (the "**GTC**") and any other terms and conditions of SEBA, subject to any special agreements between the Client and SEBA.

### Art. 2 Acceptance of Custody Assets

SEBA may in particular accept the following types of Custody Assets:

- (a) Digital Assets, for custody and administration;
- (b) securities of all types, for custody and administration;
- (c) money market investments, capital market investments and other financial instruments not issued in the form of securities, for custody and administration;
- (d) precious metals and coins with numismatic value, for custody;
- (e) documents of title or documents evidencing entitlement, for custody;
- (f) valuables and other suitable objects, for custody.

SEBA shall, as applicable, store the Custody Assets, handle and perform administrative actions or perform any other services regarding the Custody Assets applying Due Care.

The capitalised term "**Digital Assets**" refers to digital assets registered on a blockchain or another digital, distributed and encryption-based ledger or based on similar technology, including without limitation those qualifying as or representing securities or other financial instruments.

The capitalised term "**Crypto Currencies**" refers to those types of Digital Assets that (i) are intended or used for payment purposes, and (ii) do not qualify as nor represent securities or other financial instruments. SEBA may in its discretion from time to time determine for the purposes of its business relationship with the Client whether it considers a particular Digital Asset a Crypto Currency or not.

As a general principle, with regard to Digital Assets, the terms "custody", "holding", "storage" and terms with similar meaning refer to the generation, distribution, administration and/or storage of data establishing access to and control over the Digital Assets, in particular as further detailed in the special provisions for the custody storage of Digital Assets in Section II of these Custody Regulations. The Digital Assets themselves exist on the relevant distributed ledger only and such distributed ledger is outside of the sphere of influence of SEBA.

SEBA may in its discretion, from time to time, decide not to offer or discontinue offering custody, administration or other services for and with respect to any of the types of assets listed above, without giving any reason. Furthermore, SEBA may in its discretion refuse acceptance of specific assets for custody and/or administration or decline to continue to accept or hold and return or send back, in full or in part, any assets without giving any reason, including as further specified, generally and for Digital Assets in particular, in the GTC; see Art. 3 GTC (Execution of instructions and orders; acceptance of funds and assets).

SEBA may establish and, in its discretion, amend and modify at any time, a list of assets or types of assets acceptable for custody and/or administration. Such list and changes thereto will be communicated to the Client by appropriate means, including as set forth in the GTC; see Art. 9 GTC (Use of communications channels; delivery of communications).

Where Custody Assets are no longer acceptable to SEBA, whether for legal, regulatory, reputational, product-specific or any other reasons, SEBA will ask the Client for instructions as to where to transfer such Custody Assets or to provide other suitable instructions, such as for conversion of the relevant Custody Assets. If the Client, after an appropriate grace period granted by SEBA in its discretion, fails to notify SEBA where to transfer the Custody Assets or to provide other suitable instructions, SEBA shall be entitled to either deliver the assets physically to the Client's last known address at the expense and at the risk of the Client or to liquidate them and to disburse the proceeds in accordance with the GTC; see Art. 26 GTC (Term and termination of the business relationship).

### Art. 3 Dematerialised securities

Book-entry securities, Digital Assets qualifying as or representing securities and other rights or claims not evidenced by a certificate but having the same function as securities, are treated the same way as securities. In particular, the provisions on commission (Art. 425 *et seqq.* of the Swiss Code of Obligations) apply between the Client and SEBA.

### Art. 4 Examination of assets

SEBA is entitled to examine assets delivered by the Client or by third parties for the account of the Client, *e.g.* regarding origin, authenticity or blocking notices, or have a third party custodian or other third party agent in Switzerland or outside of Switzerland perform such examination, including by performing forensic checks and other reviews as considered relevant by SEBA. SEBA is entitled to engage in or order any such examinations both prior to and following acceptance of assets into custody, in each case without assuming any liability. SEBA shall not be required to perform any administrative actions nor execute any sales and delivery orders or other instructions or transactions regarding assets until such time as the examination and any actions resulting therefrom have been completed.

SEBA conducts the examination of assets in accordance with the resources and documents at its disposal, applying Due Care including with respect to the selection and instruction of third party service providers. Any loss or damage resulting from late or non-performance of administrative actions, orders, instructions or transactions in connection with the examination of assets shall be borne by the Client unless such loss or damage has arisen due to a breach by SEBA of its applicable duty of care.

### Art. 5 Form of custody

Unless agreed otherwise with the Client, SEBA is entitled to hold Custody Assets, or have them held, in collective custody. This does not apply to the custody of any assets that have to be held separately by nature, by agreement between the Client and SEBA, or for other reasons as considered relevant by SEBA.

Custody Assets subject to drawing by lot may be held in collective custody. Drawn lots are allocated among clients by SEBA using a method which, to the extent reasonably commercially possible, provides for materially the same chance of inclusion in the secondary drawing as in the primary drawing.

#### Art. 6 Third party custody

SEBA is entitled to hold Custody Assets with one or several third party custodians of its choice, in Switzerland or abroad. Custody Assets traded exclusively or primarily outside of Switzerland are typically held abroad and, if necessary, shall be transferred there at the expense and risk of the Client.

In connection with the permitted use of third party custodians, SEBA shall be liable for due selection and instruction only. Neither the Client nor its authorised representatives shall have any right of instruction *vis-à-vis* the third party custodians used by SEBA.

**If Custody Assets are held with a third party custodian outside of Switzerland, they may be subject to the laws and customary practices of its domicile, place of business or other relevant jurisdiction, which may differ from those in Switzerland and may not offer the same level of rights or protection, in particular in the event of insolvency of the third party custodian. In particular, it may not be possible to individualise and segregate Custody Assets in an insolvency of the third party custodian. Furthermore, third party custodians may assert rights of lien, liquidation, retention or set-off in relation to the Custody Assets.**

**SEBA only transfers those rights to the Client that it receives from a third party custodian. If applicable laws or regulations, standards of self-regulation or contractual provisions make it difficult or impossible for SEBA to return Custody Assets held abroad or to transfer the proceeds from the sale of such Custody Assets, SEBA is only obliged to assign a claim for the return of property or payment of the sums involved to the Client, always provided that such claim exists and is assignable.**

#### Art. 7 Registration of Custody Assets

SEBA may in its discretion choose to register Custody Assets or hold them with third party custodians (a) in the Client's name, (b) in its own name or in the name of a third party, or (c) without any personal or individualised registration, but in each case for the account of and at the expense and risk of the Client. **Where applicable, the Client accepts the disclosure of its name and related information to the relevant third parties in accordance with the GTC; see Art. 19 GTC (Bank client confidentiality) and Art. 20 GTC (Data protection).**

#### Art. 8 Administration

Unless the Client provides specific instructions, SEBA performs the standard administrative actions customary in Swiss banking practice. Depending on the type of Custody Asset, such standard administrative actions may include, without limitation:

- (a) collecting interest, dividends and principal amounts as well as any other distributions due for payment.
- (b) monitoring drawings as well as redemption, conversion, subscription and similar rights using available sources of information customary in Swiss banking practice.
- (c) effecting residual payments in respect of financial instruments that are not fully paid in, if a due date has been specified.

Where SEBA credits distributions to the Client's account before they are received, it reserves the right to reverse these credits should such distributions fail to arrive with SEBA. Distributions credited in error or reversed may be cancelled at any time.

SEBA performs other administrative actions such as the exercise, purchase or sale of subscription rights, the exercise of conversion and option rights, accepting or declining public takeover bids and similar actions only upon instruction of the Client. If instructions are not received in due time, SEBA has the right, but not the obligation, to proceed as it deems

appropriate (including by debiting the Client's account as required).

SEBA does not perform any administrative acts in respect of insurance policies, mortgage deeds and items in closed custody or of Custody Assets which are primarily traded abroad but are exceptionally held in custody in Switzerland.

Digital Assets of the Client held in custody with SEBA are subject to technology-specific and other particularities, limitations and developments, and may be affected by various events requiring administrative actions. SEBA is entitled, but not required, to review such events in each individual case (taking into account materiality and other aspects which SEBA in its discretion considers relevant), or have a third party agent in Switzerland or outside of Switzerland perform such review, and to proceed in its discretion, in particular as follows (regarding terminology, see *e.g.* the glossary in the SEBA document "Special Risks of Digital Assets"):

- (a) In the event of a hard fork affecting the underlying distributed ledger of the relevant Digital Asset, SEBA may decide in its discretion on whether or not to support either of the forked chains or any Digital Asset(s) newly created by or in connection with such event and to take the appropriate administrative actions. In particular, SEBA may decide not to support newly created Digital Assets or to support their withdrawal only, but not to accept them for custody. In the latter case, the Client will be required to provide suitable transfer instructions to SEBA.
- (b) In the event of an airdrop of Digital Assets to a digital ledger address of the Client, SEBA may decide in its discretion on whether or not to support the airdrop (*e.g.* by making the airdropped Digital Assets visible, including them in Client statements or enabling disposal by the Client over such Digital Assets within or using SEBA's systems) and to take the appropriate administrative actions. If an airdrop is not supported, SEBA may require the Client to provide suitable transfer or other instructions to SEBA.

**SEBA is under no obligation to inform the Client about hard forks, airdrops or similar events. By default, if SEBA in its discretion does not engage in a review of any such event or does not reach a decision, such event and any newly created or airdropped Digital Assets are not supported by SEBA.**

Withdrawal of newly created or airdropped Digital Assets and other administrative actions in connection with a hard fork, airdrop or similar event may be subject to specific deadlines, waiting periods or other limitations as determined and communicated to the Client by SEBA in its discretion or existing for technological or other reasons outside the sphere of influence of SEBA. SEBA is, in particular, not liable for any loss or damage caused by the Client's non-compliance with any such timeframes or with SEBA's instructions.

Depending on the consensus mechanism and other elements of the underlying distributed ledger of Digital Assets, the Client may become entitled to rewards or other benefits deriving from the size, nature or other aspects of its own position in such Digital Assets held in custody with SEBA. In such case, and with respect to other passive income elements relating to Digital Assets of the Client held in custody with SEBA, SEBA applies reasonable efforts to collect and credit such benefits or passive income elements to the Client.

SEBA is entitled, in its discretion, to determine and amend the scope and limitations of standard administrative actions and other administrative actions regarding Custody Assets at any time. Such information will be communicated to the Client by appropriate means, including as set forth in the GTC; see Art. 9 GTC (Use of communications channels; delivery of communications).

It is the responsibility of the Client to take all other measures to preserve the rights associated with its Custody Assets,

including without limitation by issuing timely instructions to SEBA and by enforcing any rights in connection with Custody Assets in legal or insolvency proceedings, and to obtain the necessary information to be able to do so.

#### **Art. 9 Orders**

The Client may instruct SEBA to place orders, such as purchases, sales, subscriptions, conversions or redemptions, or to perform transfers of Digital Assets, securities or other financial instruments, whether listed on any trading venue or not, in each case subject, in particular, to the GTC; see in particular Art. 3 GTC (Execution of instructions and orders; acceptance of funds and assets). The Client shall be fully responsible for the investment decisions leading to an order and it acknowledges and accepts that transactions so instructed are at its own risk and expense.

SEBA provides access to Digital Assets, securities or other financial instruments to the Client subject to the provisions of these Custody Regulations and compliance with applicable laws, regulations and standards of self-regulation, contractual provisions, business or trade practices or internal rules and policies of SEBA. It may limit or exclude such access, or refuse, limit or condition the performance of transfers, with respect to individual financial instruments, types or classes of financial instruments at any time in its discretion without giving any reason.

**SEBA applies Due Care in executing transactions for the account of the Client, but does not guarantee execution or execution within a particular timeframe.** The time periods for execution of individual transactions may vary depending on the form of custody, market conditions (including, with respect to Digital Assets, around specific expected or unexpected events such as forks affecting the underlying distributed ledger), compliance requirements, technological and various other external factors. In particular, the Client acknowledges that the execution of orders or instructions may be dependent on the trading days/times of involved trading venues or platforms, if any.

**With regard to orders regarding Digital Assets in particular, the Client acknowledges and accepts the specific risks detailed in SEBA's separate disclosure document ("Special Risks of Digital Assets"), as amended from time to time, accessible under <https://www.seba.swiss/legal-notice>.** Any orders to transfer Digital Assets or any other instructions for transactions concerning Digital Assets have to be placed by the Client with SEBA with sufficient advance notice taking into account the current form of custody of the relevant Digital Assets. Further details and minimum average transfer times are set out in SEBA's separate Digital Asset custody storage product description "SEBA Solutions Custody Storage Description" accessible under <https://www.seba.swiss/legal-notice>.

#### **Art. 10 Statements**

SEBA issues a statement of Custody Assets to the Client at least on an annual basis or in the applicable intervals agreed with the Client.

Valuations of Custody Assets are based on non-binding, approximate rates obtained from available sources of information customary in Swiss banking practice or, where no such custom has been established, reasonably selected by SEBA in its discretion.

#### **Art. 11 Cancellation of certificates**

SEBA is entitled to cancel certificates that have been deposited and replace them with uncertificated securities or other instruments to the extent permitted under applicable laws, regulations and standards of self-regulation.

#### **Art. 12 Reporting requirements**

The Client shall be responsible for complying with any reporting requirements applicable to or associated with the Custody Assets, in particular *vis-à-vis* issuers, affiliates and other companies, trading venues and other financial market infrastructures, authorities and other third parties, even if the Custody Assets are not registered in the name of the Client. SEBA is under no obligation to advise the Client of any such reporting requirements.

SEBA is entitled to refrain from performing any or all administrative actions in respect of Custody Assets if and to the extent they give rise to a reporting obligation on the part of SEBA. SEBA will inform the Client accordingly, subject to applicable laws prohibiting such information.

#### **Art. 13 Delivery and disposal of the Custody Assets**

The Client may at any time request that the Custody Assets be delivered to it or put at its disposal. SEBA shall perform such request in the form and within the time period customary in Swiss banking practice and corresponding to the type of Custody Assets, or, where no such custom has been established, in the form and within the time period reasonably determined by SEBA in its discretion, in each case in accordance with and subject to any applicable notice or waiting periods, legal, regulatory or self-regulatory requirements, contractual provisions, business or trade practices, internal rules and policies of SEBA, or requirements stipulated in the issuer's corporate documents, as well as subject to any rights of lien, rights of retention or other withholding rights of SEBA or other agreements. For Digital Assets in particular, SEBA reserves the right to effect delivery only to verified digital ledger addresses of the Client.

**The Client is required to provide SEBA with all information required or considered useful by SEBA to comply with any request for delivery of Custody Assets. If the Client fails to do so, any loss or damage resulting from late delivery or non-delivery of Custody Assets shall be borne by the Client.**

## **II. SPECIAL PROVISIONS FOR THE CUSTODY STORAGE OF DIGITAL ASSETS**

In addition to, and, where applicable, derogating, the provisions of Sections I and III Custody Regulations, the acceptance, custody and administration by SEBA of Digital Assets in specific, segregated storage ("**Digital Asset Custody Storage**") is governed by this Section II Custody Regulations.

#### **Art. 14 Common terms regarding Digital Asset Custody Storage and measures taken by SEBA**

Digital Asset Custody Storage is established and maintained on a per-client segregated basis, *i.e.* the Client is issued an individual digital ledger address that is processed and administrated by SEBA as further specified in these Custody Regulations.

As a general principle, "custody", "holding" or "storage" (or terms with similar meaning) of Digital Assets with SEBA consists in generating, distributing, administrating and/or storing such data as is required to establish access to and enabling the disposition over addresses in a blockchain or another digital, distributed and encryption based ledger that contain, represent or are associated with the relevant Digital Assets of the Client. This includes the creation of digital ledger addresses and the storage of private keys, passwords or seeds in any of the forms listed in Art. 15 Custody Regulations (Forms of custody). The relevant distributed ledgers themselves and any data stored therein, including without limitation the Digital Assets as such or any references thereto, are, unless explicitly specified otherwise, not operated nor controlled by SEBA and therefore outside of the sphere of influence of SEBA.

SEBA establishes and stores the relevant data for Digital Asset Custody Storage applying Due Care. Furthermore, SEBA takes commercially reasonable measures to identify and mitigate the potential for materialisation of risks associated with Digital Assets. Such risks include without limitation the following:

- (a) hacking and other attacks by third parties, in particular with respect to data establishing access to and enabling the disposition over Digital Assets, or individual transactions in Digital Assets;
- (b) data theft, including hardware theft by physical intrusion;
- (c) loss of data;
- (d) internal or external fraudulent activities.

The measures taken by SEBA are described and explained in more detail for each of the relevant forms of custody in SEBA's separate Digital Asset Custody Storage product description "SEBA Solutions Custody Storage Description", accessible under <https://www.seba.swiss/legal-notice>. SEBA reserves the right to adjust and amend the "SEBA Solutions Custody Storage Description" at any time, including due to changes in technology and market practices. Changes will be communicated to the Client by appropriate means, including as set forth in the GTC; see Art. 9 GTC (Use of communications channels; delivery of communications).

Where not specified otherwise herein, SEBA's obligation towards the Client in connection with Digital Asset Custody Storage consists in and is limited to due performance in accordance with the standard of Due Care and taking the measures specified in the Digital Asset Custody Storage product description "SEBA Solutions Custody Storage Description". **SEBA does not warrant nor guarantee in any form the integrity of the Digital Assets in Digital Asset Custody Storage with SEBA. The Client acknowledges and accepts the risks associated with Digital Asset Custody Storage and agrees to bear any loss or damage that cannot be attributed to non-compliance by SEBA with its duties of care. In particular, the Client shall bear any loss or damage resulting from non-compliance with its own duties of care as well as any other loss or damage resulting from events or the materialisation of risks outside the sphere of influence of SEBA, including without limitation any hacking, intrusions or other attacks by third parties targeting any elements outside the sphere of influence of SEBA, such as the external systems, nodes or other physical or virtual elements of blockchains, digital, distributed and encryption ledgers or other databases not operated of SEBA, or individual addresses within such databases, as may be relevant to the existence, access to or disposition over the Digital Assets of the Client.**

The Client shall be required to cooperate with SEBA as required or deemed useful by SEBA to address and mitigate the risks in connection with Digital Asset Custody Storage. In particular, the Client shall under no circumstances communicate or pass on any digital ledger addresses provided to it by SEBA in connection with Digital Assets held in custody to any other person or third party with the exception of its authorised representatives<sup>1</sup>. Any costs associated with the creation of new digital ledger addresses and transfers of Digital Assets in connection with a violation by the Client of such duty shall be borne by the Client.

#### **Art. 15 Forms of custody**

Digital Asset Custody Storage may take the following forms:

- (a) hot storage;
- (b) cold storage;

- (c) deep cold storage.

**In the absence of any specific request by the Client, SEBA will hold Digital Assets of the Client in hot storage.**

Any instructions to transfer Digital Assets into Digital Asset Custody Storage or from one form of Digital Asset Custody Storage into another must be communicated by the Client to SEBA in accordance with Art. 9 Custody Regulations (Orders). Such transfers are subject to acceptance by SEBA in its discretion and SEBA may refuse or reverse such transfers without giving any reason. SEBA may further in its discretion from time to time make available, restrict or refuse specific forms of Digital Asset Custody Storage and may communicate such restrictions to the Client by appropriate means, including as set forth in the GTC; see Art. 9 GTC (Use of communications channels; delivery of communications).

For purposes of short term trading in a Crypto Currency, SEBA may require the Client to establish a Crypto Currency Account with SEBA in the meaning of Art. 11 GTC (Accounts in foreign currencies and Crypto Currencies) and to maintain a credit balance on such Crypto Currency Account in the amount required for the intended trading activities. **For clarity, credit balances on a Crypto Currency Account constitute a contractual claim of the Client against SEBA and do not refer to any Crypto Currencies held in Digital Asset Custody Storage for the Client on a segregated basis pursuant to these Custody Regulations.**

#### **Art. 16 Hot storage**

Hot storage refers to the use of hardware security modules that are connected to the Internet or other public networks for the purpose of storing the private keys enabling the access to and disposition over the relevant digital ledger addresses for the Digital Assets of the Client. SEBA may operate the hardware used for hot storage itself or outsource such operation to third parties in accordance with the GTC; see Art. 18 GTC (Outsourcing).

SEBA issues a digital ledger address to the Client to be used for transfers of Digital Assets into hot storage. Transactions concerning Digital Assets in hot storage require digital signatures by at least three SEBA operators, subject to exceptions for transactions in minor amounts as determined by SEBA from time to time in its discretion and communicated to the Client by appropriate means, including as set forth in the GTC (see Art. 9 GTC (Use of communications channels; delivery of communications)).

#### **Art. 17 Cold storage**

Cold storage refers to the use of computers that are not connected in any form to the Internet or any other networks and that are tempest-shielded as well as located in monitored and access-controlled facilities for the purpose of administering the private keys enabling the access to and disposition over the relevant digital ledger addresses for the Digital Assets of the Client.

SEBA issues a digital ledger address to the Client for each type of Digital Asset to be used for transfers of Digital Assets into cold storage. Transactions concerning Digital Assets in cold storage require digital signatures by at least three SEBA operators, subject to exceptions for transactions in minor amounts as determined by SEBA from time to time in its discretion and communicated to the Client by appropriate means, including as set forth in the GTC (see Art. 9 GTC (Use of communications channels; delivery of communications)). At the request of the Client, further required external action and signatures can be defined.

#### **Art. 18 Deep cold storage**

Deep cold storage refers to the use of computers that are not connected in any form to the Internet or any other networks and that are tempest-shielded as well as located in physically highly secured and geographically distributed, guarded, monitored and access-controlled facilities with multiple security zones for the purpose of administrating the private keys enabling the access to and disposition over the relevant digital ledger addresses for the Digital Assets of the Client.

SEBA issues a digital ledger address to the Client for each type of Digital Asset to be used for transfers of Digital Assets into deep cold storage. Transactions concerning Digital Assets in deep cold storage require digital signatures by at least three SEBA operators that are randomly selected for each individual transaction, subject to exceptions for transactions in minor amounts as determined by SEBA from time to time in its discretion and communicated to the Client by appropriate means, including as set forth in the GTC (see Art. 9 GTC (Use of communications channels; delivery of communications)). At the request of the Client, further required external action and signatures can be defined.

### **III. MISCELLANEOUS PROVISIONS**

#### **Art. 19 Fees and remuneration**

SEBA is entitled to credit or debit any custody, administration or transaction fees agreed between SEBA and the Client, applicable by law or customary in Swiss banking practice, to an account of the Client.

Applicable fees for the custody and/or administration of Custody Assets, as well as any related services or transactions, are set out in the SEBA pricing schedules, accessible under <https://www.seba.swiss/legal-notice>.

SEBA reserves the right to adjust and amend the fee schedules at any time, including due to changes in market conditions or costs. Changes will be communicated to the Client by appropriate means including as set forth in the GTC (see Art. 9 GTC (Use of communications channels; delivery of communications)), and will take effect 30 days from the date of notification by SEBA unless otherwise specified by SEBA.

Distribution fees, inducements or other monetary and/or non-monetary benefits such as sales commissions, trailer fees, acquisition commissions, rebates or similar arrangements as SEBA may receive or benefit from or grant to third parties (including affiliates of SEBA) in connection with its business relationship with the Client are handled, and may be retained, by SEBA in accordance with the GTC; see Art. 21 GTC (Distribution fees and other benefits).

#### **Art. 20 Joint custody accounts**

Custody accounts (for Custody Assets other than Digital Assets) as well as Digital Asset Custody Storage with SEBA may be established as a joint account for two or several clients. In such cases, the provisions of the GTC apply; see Art. 8 GTC (Joint accounts).

#### **Art. 21 Liability of SEBA**

SEBA's obligation towards the Client consists in, and is limited to, due performance of its services and contractual duties, and, where applicable, the due selection and instruction of third party service providers, in accordance with standard of due care customary in Swiss banking practice or, where not established, the standard of care of a reasonable business person ("**Due Care**"), unless specified otherwise in these Custody Regulations and/or the GTC.

Any liability of SEBA for any loss or damage suffered in the absence of any breach by SEBA of its applicable duty of care is excluded. In the event of a loss or damage due to a breach by SEBA of its applicable duty of care, SEBA shall be liable only for direct losses caused with intent or gross negligence. Any liability of SEBA for indirect or consequential losses (including loss of profit) is excluded.

SEBA's aggregate liability in connection with the Custody Assets and any actions or transactions relating thereto shall at all times be limited to the proven value of the relevant Custody Assets and shall under no circumstances exceed their declared value.

SEBA is not liable for any loss or damage due to events or the materialisation of risks outside its sphere of influence nor for any loss or damage caused or increased by the Client, in particular due to any failure on the part of the Client to take measures to avoid, mitigate or reduce any loss or damage.

**It is the responsibility of the Client to insure the Custody Assets against loss or damage for which SEBA is not liable.**

#### **Art. 22 Regulatory actions and similar events**

The Client shall bear all economic and legal consequences (a) of any measures taken by authorities, regulatory or self-regulatory bodies in any relevant jurisdiction(s), including without limitation those where Custody Assets are held in custody, or (b) resulting from the exercise of consensus or similar mechanisms in respect of Digital Assets (subject to the provisions on administrative actions by SEBA pursuant to Art. 8 Custody Regulations), including without limitation any prohibitions or restrictions of transfers, limitations to, suspension or exclusion of convertibility or changes to functionality, which may affect the Client's assets held in custody with SEBA, in each case with the exception of those economic or legal consequences that are attributable to any non-compliance by SEBA with its duties of care.

#### **Art. 23 Severability**

If any provision of these Custody Regulations is or becomes invalid or unenforceable, the remaining provisions shall continue to be binding.

#### **Art. 24 Amendments to the Custody Regulations**

SEBA is entitled to amend and modify these Custody Regulations at any time. The Client will be notified in advance of any amendments by appropriate means, including as set forth in the GTC (see Art. 9 GTC (Use of communications channels; delivery of communications)). **Amendments to these Custody Regulations are deemed approved if the Client does not submit an objection in writing within 30 days of the date of the amendment.**

The version of the Custody Regulations currently in force, as amended from time to time, can be accessed under <https://www.seba.swiss/legal-notice>.

#### **Art. 25 Applicable law and place of jurisdiction**

**All legal relations between the Client and SEBA are governed by and shall be construed in accordance with Swiss law. The exclusive place of jurisdiction for all legal proceedings, subject to mandatory provisions of Swiss law, and the place of performance and debt enforcement for Clients domiciled outside of Switzerland, is the City of Zug, Switzerland. SEBA reserves the right to take legal action at the place of domicile of the Client or before any other competent court or authority.**