

General Terms of Service

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Art. 1 Scope

- 1.1 **Parties.** These general terms of service (**ToS**) of AMINA (Austria) AG, registered in the commercial register of the Regional Court of Feldkirch under FN 631729 p (**AMINA**), apply to the business relationship with any natural or legal person or partnership with legal capacity having accepted these ToS (**Client**).
- 1.2 **Subject Matter.** The subject matter of these ToS are provisions that apply to the business relationship between AMINA and the Client in general, as well as provisions on certain crypto-asset services under Art. 3 (1) (16) of the EU Markets in Crypto Assets Regulation (**MiCA**), namely (i) providing custody and administration of crypto-assets on behalf of clients (**Custody Service**), (ii) exchange of crypto-assets for funds and exchange of crypto-assets for other crypto-assets (**Dealer Service**), and (iii) providing transfer services for crypto-assets on behalf of clients (**Transfer Service**, together with the Custody Service and the Dealer Service the **Core Services**).

- 1.3 **Specific Product ToS.** Services offered by AMINA exceeding the Core Services covered by these ToS (**Additional Services**, together with the Core Services hereinafter the **Services**) may be subject to additional terms of service (**Specific Product ToS**). Before using Additional Services, Clients will be asked to agree to the respective Specific Product ToS.

Art. 2 Terms and Definitions

- 2.1 **Definitions.** Terms are defined either in the body of these ToS through placing bold printed text in parentheses next to the relevant parts of the definition or by defining them in the list below; repetitions of definitions are intended to provide an overview and shall serve an interpretative purpose only.

Acceptance has the meaning defined in Article 3.4 and means an act by AMINA to accept an Offer by a Client, thereby concluding a Transaction with a Client, either by express statement or by fulfillment.

Additional Services has the meaning defined in Article 1.3 and means services offered by AMINA exceeding the Core Services covered by these ToS and which may be subject to Specific Product ToS.

Address means an alphanumeric character string used to uniquely identify the sender or recipient of a transaction on DLT.

Agent has the meaning defined in Article 6.1 and means one or more persons who are in possession of the necessary power of representation to act on behalf of the Client.

Agreement means the contractual relationship between AMINA and the Client based on these ToS.

AMINA has the meaning defined in Article 1.1 and means AMINA (Austria) AG, registered in the Commercial Register of the Regional Court of Feldkirch under FN 631729 p.

AMINA Client Funds Account has the meaning defined in Article 7.1 and means an account in the name of AMINA held with an EU Credit Institution where only client funds are held.

AMINA Switzerland means AMINA Bank AG, a Swiss Bank registered with business registration number of CHE-434.446.643, authorized and regulated by the Swiss Financial Market Supervisory Authority (FINMA).

Attributable Incident has the meaning defined in Article 13.7 and means any damaging event that is a result of a negligent action or omission by AMINA.

Calendar Day means the 24-hour interval starting at 0:00 CET or CEST, as the case may be, and ending at 23:59 CET or CEST.

CASP means a MiCA CASP as well as any other person providing services related to Crypto Asset located outside the European Union thereby not being subject to MiCA but comparable rules of conduct as MiCA CASPs including AML/CTF obligations.

Client has the meaning defined in Article 1.1 and means any natural or legal person or partnership with legal capacity who enters into a business relationship with AMINA by accepting these ToS.

Client Crypto Account has the meaning defined in 8.1 and means both Custody Account and Trading Account.

Client Legitimation has the meaning defined in Article 4.1 and means the verification of the Client's identity by, for example, providing his or her signature or by executing an agreed-upon customary electronic identification or authentication method before a Client's Offer is considered for Acceptance by AMINA.

Core Services has the meaning defined in Article 1.2 and means the Custody Service, the Dealer Service and the Transfer Service, collectively.

Crypto Asset means crypto-asset pursuant to Art. 3 (1) (5) MiCA, i.e., a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology.

Custody Account has the meaning defined in Article 8.1 and means an account opened for the sole purpose of storing Crypto Assets for the Client.

Custody Policy means AMINA's custody policy pursuant to Art. 75 (3) MiCA, establishing internal rules and procedures to ensure the safekeeping or the control of Crypto Assets, or the means of access to the Crypto Assets, and aiming to minimize the risk of a loss of Clients' Crypto Assets or the rights related to those Crypto Assets or the means of access to the Crypto Assets due to fraud, a summary of which may be requested by Clients according to Article 13.1.

Custody Service has the meaning defined in Article 1.2 and means providing custody and administration of Crypto Assets on behalf of Clients pursuant to Art. 3 (1) (16) (a) MiCA in connection with Art. 3 (1) (17) MiCA, i.e., the safekeeping or controlling, on behalf of Clients, of Crypto Assets or of the means of access to such Crypto Assets, where applicable in the form of Private Keys.

Dealer Service has the meaning defined in Article 1.2 and means the exchange of Crypto Assets for funds pursuant to Art. 3 (1) (16) (c) MiCA in connection with Art. 3 (1) (19) MiCA, i.e., the conclusion of purchase or sale contracts concerning Crypto Assets with Clients for funds by using proprietary capital, as well as the exchange of Crypto Assets for other Crypto Assets pursuant to Art. 3 (1) (16) (d) MiCA in connection with Art. 3 (1) (20) MiCA, i.e., the conclusion of barter contracts concerning Crypto Assets with Clients for other Crypto Assets by using proprietary capital.

Distributed Ledger Technology or **DLT** means DLT as defined in Art. 3 (1) (1) MiCA.

DLT Event has the meaning defined in Article 8.4 and means cases of a change of the underlying Distributed Ledger Technology or other relevant events such as hard forks or coin splits that lead to new Crypto Assets or rights being created.

European Economic Area or **EEA** means all EU member states plus Iceland, Liechtenstein and Norway.

EU Credit Institution means a credit institution pursuant to Art. 4 (1) (1) CRR situated in the EU/EEA.

Exchange Policy means AMINA's non-discriminatory commercial policy pursuant to Art. 77 (1) MiCA indicating, in particular, the type of Clients AMINA agrees to transact with and the conditions that shall be met by such Clients.

Fee Schedule means the fee schedule made available by AMINA on its Website.

Funds means funds as defined in Art. 3 (1) (14) MiCA referencing Art. 4 (25) PSD II, excluding, however, for these ToS, e-money tokens pursuant to Art. 3 (1) (7) MiCA.

Holding Difference has the meaning defined in Article 13.6 and means the net positive or net negative difference concerning changes of Crypto Assets held in custody for Clients as opposed to Crypto Assets AMINA holds for its own account, based on Transactions occurring on a given Calendar Day.

Holding Records has the meaning defined in Article 13.6 and means all recorded changes in possession and ownership of Crypto Assets held by AMINA for its Clients, as a result of Transactions occurring on a given Calendar Day.

Lien has the meaning defined in Article 16.1 and means a lien on property and rights of any kind, in particular with respect to Crypto Assets, that at Client's will comes into possession of AMINA in connection with any type of Transaction concluded with AMINA.

MiCA has the meaning defined in Article 1.2 and means the EU Markets in Crypto Assets Regulation, as amended.

MiCA CASP means a crypto-asset service provider as defined in Art. 3 (1) (15) MiCA, i.e., a legal person or other undertaking whose occupation or business is the provision of one or more crypto-asset services to clients on a professional basis, and that is allowed to provide crypto-asset services in accordance with Art. 59 MiCA, as well as any service provider in relation to virtual currencies which offers its services in reliance on and in compliance with Art. 143 (3) MiCA.

Non-Segregated Wallet has the meaning defined in Article 13.2 (b) and means a Wallet where Crypto Assets of multiple Clients are held jointly by AMINA on the same Wallet.

Offer has the meaning defined in Article 3.3 and means a Client's contractual offer which AMINA may accept in order to conclude a Transaction.

Private Key refers to a unique alphanumeric string required to sign transactions on DLT.

Register of Positions means a register of positions pursuant to Art. 75 (1) MiCA.

Segregated Wallet has the meaning defined in Article 13.2 (a) and means a Wallet where only one Client's Crypto Assets are held separately and distinctly from all other Clients.

Services has the meaning defined in Article 1.3 and means Core Services and Additional Services, collectively.

Specific Product ToS has the meaning defined in Article 1.3 and means terms and conditions used by AMINA for the provision of Additional Services.

Substitute Debtor has the meaning defined in Article 27.1 and means either AMINA Switzerland or any wholly owned subsidiary of AMINA Switzerland.

ToS means these general terms of service.

Trading Account has the meaning defined in Article 8.1 and means an account by the Client held with AMINA that allows for trading with AMINA.

Transaction has the meaning defined in Article 3.1 and means a binding contractual agreement between AMINA and the Client concluded using any offered trading channel and relating to any of the Services offered by AMINA, such as the purchase or sale of Crypto Assets.

Transfer Policy means AMINA's transfer policy, detailing the procedures, conditions, and execution standards applicable to transfers of Crypto Assets conducted by AMINA on behalf of the Client.

Transfer Service has the meaning defined in Article 1.2 and means providing transfer services for Crypto Assets on behalf of Clients pursuant to Art. 3 (1) (16) (j) MiCA in connection with Art. 3 (1) (26) MiCA, i.e., providing services of transfer, on behalf of a natural or legal person, of Crypto Assets from one distributed ledger address or account to another.

Verified Wallet means a Wallet that demonstrably is under control of the Client, either by way of knowledge of the Private Key associated with such Wallet, or by way of the Client's contractual relationship to another CASP maintaining the Wallet for the Client, each as verified by AMINA.

Wallet means an Address together with the associated Private Key in order to make on-chain transactions on DLT concerning Crypto Assets held on this Address.

Website means <https://eu.aminagroup.com>

Art. 3 Transactions

- 3.1 *Transactions.* AMINA offers Clients various ways for interaction, such as direct contact over the phone, via the Website, an app or via other special trading channels (such as APIs). All of these offered trading channels may be used to enter into binding agreements (requiring Offer and Acceptance) relating to the Services offered by AMINA (**Transactions**), such as the purchase, sale or exchange of Crypto Assets or other actions.
- 3.2 *Eligibility.* The eligibility of the Client to access or use any particular trading channel is at the sole discretion of AMINA. AMINA is not required to receive or accept any orders or instructions of the Client, and any orders or instructions sent by non-official channels shall be deemed refused without any notice or other action by AMINA unless explicitly accepted in the individual case in AMINA's sole discretion. AMINA may at any time, whether for legal, regulatory, reputational, technical, market- or currency-specific or for any other reason, limit or cancel the Client's ability to perform Transactions, or use any of AMINA's trading channels, without giving any reason.
- 3.3 *Invitatio ad offerendum.* Discussion with and any 'offer' by AMINA shall in all cases be understood by the Client as an *invitatio ad offerendum*, unless explicitly stated otherwise. Client orders are deemed a contractual offer (**Offer**) which AMINA may or may not accept.
- 3.4 *Acceptance.* AMINA may accept an Offer, and thereby enter into a legally binding Transaction with a Client, either by express statement, or by fulfillment (**Acceptance**). AMINA is under no obligation to accept Offers or to enter into Transactions with Clients and may therefore choose not to accept, or reject, any Offers for any reason. In case AMINA does not accept an Offer, it shall notify the Client accordingly.
- 3.5 *Order of Transactions.* Unless explicitly stated otherwise in these ToS or Specific Product ToS, AMINA shall fulfill all obligations arising out of Transactions in sequence and based on the time a Transaction is concluded.
- 3.6 *Withdrawals of Crypto Assets or Funds.* Notwithstanding the above, AMINA will not unreasonably delay or reject any lawful request for a withdrawal of Funds or Crypto Assets.

Art. 4 Legitimation

- 4.1 *Client Legitimation.* AMINA applies customary diligence in verifying the Client's identity before a Transaction, and it takes customary measures to identify and prevent fraudulent activities. Before AMINA considers Acceptance, the Client shall verify its identity by, for example, providing his or her signature or by executing an agreed-upon customary electronic identification or authentication method (**Client Legitimation**). If Client Legitimation is concluded successfully, AMINA shall deem all Offers as originating from the Client.
- 4.2 *Risk of Misuse.* The Client acknowledges that any methods used for Client Legitimation are prone to misuse by third parties if access information and identification documents are not stored with due care to prevent access or misuse by unauthorized parties. The Client shall therefore implement precautionary measures to prevent any fraud or misuse. In particular, means of electronic identification (including devices, keys, passwords, and codes) shall be kept confidential, the Client shall store them appropriately and follow common security recommendations. If the Client notices irregularities (e.g., attempted or successful misuse of login information), it shall promptly make AMINA aware of any such instances. Losses incurred due to breaches of these duties of care shall be borne by the Client.

Art. 5 Insolvency Protection

- 5.1 *Segregation of Crypto Assets.* AMINA's own Crypto Assets shall always be kept segregated from Crypto Assets held for Clients. This shall be achieved by using different Wallets for AMINA's own Crypto Assets and Crypto Assets held by AMINA for Clients.
- 5.2 *Segregation of Funds.* AMINA's own funds shall always be kept segregated from Funds of Clients. AMINA holds Clients' Funds on the AMINA Client Funds Account maintained by the EU Credit Institution. AMINA's own funds are held on a separate bank account of AMINA.
- 5.3 *Right to Segregation for Crypto Assets.* In the event of insolvency over the assets of AMINA, the Client shall maintain a right to segregation pursuant to § 44 of the Austrian Insolvency Code (*Aussonderungsrecht*) with respect to any Crypto Assets held in custody for the Client.
- 5.4 *Right to Segregation for Funds.* In the event of insolvency of AMINA, the Client shall maintain a right to segregation pursuant to Austrian Insolvency Code (*Aussonderungsrecht* or *Absonderungsrecht*) with respect to its Funds held in the AMINA Client Funds Account.
- 5.5 *Execution of Obligations.* Unless explicitly stated otherwise in these ToS or Specific Product ToS, as the case may be, all obligations assumed by AMINA and the Client under a Transaction shall be discharged reciprocally and simultaneously (*Zug um Zug*).

Art. 6 Client's Agents

- 6.1 *Agents.* The Client may name one or more persons who are in possession of the necessary power of representation to act on behalf of the Client (**Agent**). If the Client is not a natural person, at least one Agent must be named which may be a person holding statutory power of representation (management, directors) or a person with a special power of attorney.

6.2 *Notice.* The Client shall inform AMINA promptly if an Agent appointed by the Client becomes unable to act or loses its power of representation; if the Client fails to do so, any damage arising from acts performed by the Agent shall be borne by the Client, unless AMINA is in breach of customary care and diligence.

Art. 7 Client Funds Account

7.1 *AMINA Client Funds Account.* All Clients' Funds are held in one or more account(s) of AMINA maintained with an EU Credit Institution (**AMINA Client Funds Account**). Clients transfer Funds directly or indirectly to the AMINA Client Funds Account.

7.2 *Interpretation.* Any reference in these ToS or Specific Product ToS to 'making deposits with AMINA', 'withdrawals from AMINA', or 'transfers' or 'payments' to or from AMINA, shall be understood as referring to payments made directly or indirectly to or from the AMINA Client Funds Account.

Art. 8 Client Crypto Accounts

8.1 *Account Types.* AMINA distinguishes between accounts opened to make use of the Custody Service pursuant to Article 13 (the sole purpose of which is storing Crypto Assets for the Client; **Custody Account(s)**) and accounts opened to make use of the Dealer Service pursuant to Article 14 (the primary purpose of which is trading with AMINA; **Trading Account(s)**); together with Custody Accounts the **Client Crypto Accounts**. Custody Accounts cannot be used in connection with the Dealer Service. Client Crypto Accounts shall fulfil the requirements of a Register of Positions.

8.2 *Client Crypto Account Specifics.* Each Client Crypto Account is denoted in one specific Crypto Asset, meaning that Clients must open one or more Client Crypto Accounts for each Crypto Asset they wish to hold or trade with AMINA. While each Custody Account is linked to a specific Segregated or Non-Segregated Wallet, Trading Accounts are not Wallets but instead based on internal Holding Records pursuant to Article 13.6 showing all deposits and withdrawals as well as other dispositions on a current account basis.

8.3 *Exercise of Rights.* In case a Crypto Asset has rights attached to it that can only be exercised by the holder of said Crypto Asset, AMINA shall enable the Client to exercise the attached right for all Client Crypto Accounts. Also, without undue delay, AMINA shall provide the Client with information about operations regarding Crypto Assets that require a response from the Client.

8.4 *DLT Events.* The Client shall be entitled to any Crypto Assets or rights newly created in case of a change of the underlying Distributed Ledger Technology or other relevant events such as hard forks or coin splits (**DLT Event(s)**) concerning all Client Crypto Accounts.

8.5 *Statement of Position.* AMINA shall provide in an electronic format at least once at the end of each calendar quarter, and additionally at any time at the request of the Client, a statement of position of Crypto Assets held on all Client Crypto Accounts. The statement shall identify the Client Crypto Accounts concerned, their balance, their value and any Transactions made (both executed and not executed) during the period concerned. The Client shall verify accuracy of the statement and shall raise complaints within 30 Calendar Days. Failure to do so by a Client who is a consumer is not deemed to be a waiver of any rights.

Art. 9 Fees and Interest

9.1 *Fees.* AMINA charges fees for the provision of its Services in accordance with its Fee Schedule. Unless stated otherwise in these ToS or Specific Product ToS, AMINA will inform the Client about and ask for consent to applicable fees that depend on external factors before an Offer is made (shown in Funds or Crypto Assets, as the case may be), including transaction fees for on-chain transactions.

9.2 *Fee Payment.* Fees, commissions, expenses or taxes, as the case may be, are paid either by debiting Funds from the AMINA Client Funds Account or debiting Crypto Assets from a Client Crypto Account. Services may be used only if the Client has sufficient Funds or Crypto Assets to cover fees.

9.3 *Transaction Fees.* Clients shall be fully responsible for transaction fees incurred for on-chain transactions on DLT. This applies to any transfer of Crypto Assets from the Client to AMINA as well as any on-chain transfer of Crypto Assets held for the Client, in particular in the case of transfers between Custody Accounts and Trading Accounts.

9.4 *Fee Schedule Changes.* AMINA may, from time to time, adjust the Fee Schedule by giving thirty days prior notice. Such changes will be communicated to the Client by appropriate means pursuant to Article 18.1. If the Client does not expressly object to the changes within thirty days upon receipt of the communication and/or if the Client continues to use the Services after expiry of the thirty days deadline, the changes shall be deemed accepted. Notwithstanding the foregoing, in case of a Client who is a consumer, any changes to the Fee Schedule require such Client's consent.

Art. 10 Conversion

10.1 *No direct fiat-to-fiat conversion.* AMINA does not offer direct fiat-to-fiat currency conversions. A customer may, however, choose a fiat-to-crypto-to-fiat transaction. In such cases, two separate transactions take place: first, fiat is converted to crypto-assets, then crypto-assets are converted to fiat. AMINA may present this process in a simplified form via the Client dashboard.

10.2 *Mismatched Transfers.* AMINA may convert and credit or debit transfers of Crypto Assets for which the Client does not have a matching Trading Account—e.g., *receipt of ETH when only a Trading Account for USDC is maintained*—to the Client's reference Trading Account unless the Client has instructed AMINA otherwise in due course in advance. Transfers by the Client of Crypto Assets for which the Client does not have a matching Trading Account may also be entirely and irrevocably lost. AMINA bears no liability for such transfers.

10.3 *Balance Conversion.* If the Client holds a matching Client Crypto Account but with an insufficient balance, AMINA may at its sole discretion either refuse a Client's Offer or, with respect to Crypto Assets, convert the balances on other Client Crypto Accounts or move Crypto Assets from Custody Accounts to Client Crypto Accounts.

10.4 *References.* In the absence of any specific agreement between AMINA and the Client, the reference Funds currency shall be Euro and the reference Crypto Assets shall be USDC.

Art. 11 Deposits and Withdrawals of Funds

11.1 *Deposits.* To use the Services, Clients may transfer Funds to the AMINA Client Funds Account. The Client may use its balance as soon as those Funds are received thereon.

11.2 *Withdrawals.* Upon request of the Client, Funds may be transferred to any acceptable bank account of the Client.

Art. 12 Deposits and Withdrawals of Crypto Assets

12.1 *Deposits.* To use the Services, Clients may transfer Crypto Assets to AMINA. Any transfer of Crypto Assets must be made from a Verified Wallet. Unless refused pursuant to Article 12.3, the Client may use these Crypto Assets as soon as received by AMINA.

12.2 *Withdrawals.* Upon request of the Client, AMINA shall transfer Crypto Assets held in custody for the Client to a Verified Wallet of the Client or of another CASP.

12.3 *Refusal.* AMINA may (i) refuse Crypto Assets for deposit, and may return Crypto Assets received from the Client, immediately or within a reasonable period, (ii) refuse to execute a request for withdrawal to a specific Wallet Address, or (iii) decline to provide to the Client a Wallet Address for deposits, if AMINA has reasonable grounds for assuming that accepting Crypto Assets, executing a withdrawal request, or providing a Wallet Address, would mean a violation of AMINA's legal or regulatory obligations, in particular in the following cases:

- (a) the Client transfers or attempts to transfer Crypto Assets from or to a Wallet Address belonging to a third party;
- (b) AMINA becomes aware that the Wallet Address used to either send or receive Crypto Assets, or Addresses in previous on-chain transactions linked to the used Wallet Address, are associated with illegal or illicit activity, or AMINA notices transaction behavior that seems irrational and cannot be reasonably explained by the Client;
- (c) the Crypto Assets are of a type or category that AMINA does not accept according to its Custody Policy.

Art. 13 Custody Service

13.1 *Custody Policy.* In providing the Custody Service, AMINA offers to Clients the safekeeping or controlling, on behalf of the Client, of Crypto Assets or of the means of access to such Crypto Assets, where applicable in the form of Private Keys. AMINA has established internal rules and procedures to ensure the safekeeping or the control of such Crypto Assets, or the means of access to the Crypto Assets pursuant to Art. 75 (3) MiCA (**Custody Policy**). AMINA shall at all times abide by its Custody Policy. Clients may request a summary of the Custody Policy at any time, which shall be provided in an electronic format without undue delay.

13.2 *Forms of Custody.* AMINA holds Crypto Assets on behalf of Clients in Wallets created specifically for this purpose. AMINA distinguishes between separate and joint custody:

- (a) *Separate Custody.* In case of separate custody, the Client's Crypto Assets are held separately and distinctly from the Crypto Assets of all other Clients on a separate Wallet (**Segregated Wallet**). Clients' Crypto Assets are not commingled.
- (b) *Joint Custody.* In case of joint custody, the Crypto Assets of multiple Clients are held in the same Wallet (**Non-Segregated Wallet**). As a result, Clients' Crypto Assets may become commingled with each other.

13.3 *No Direct Access.* AMINA shall not be obligated to disclose Private Keys to Segregated Wallets or Non-Segregated Wallets.

13.4 *Ownership.* Crypto Assets held in custody for the Client, both on Segregated Wallets and on Non-Segregated Wallets, are held by AMINA on behalf of the Client. AMINA is a mere holder and exercises possession for the benefit of the Client. As a result, if Crypto Assets are held in custody via a Segregated Wallet, sole possession and sole ownership shall therefore remain at all times with the Client, unless explicitly stated otherwise. In the case of Crypto Assets being held via a Non-Segregated Wallet, and as a consequence of the comingling of Crypto Assets, joint possession and joint ownership shall remain with the Client, unless explicitly stated otherwise.

13.5 *Transfers.* If a Transaction obligates AMINA to deliver Crypto Assets to the Client, possession and ownership is transferred from AMINA to the Client by way of *constitutum possessorium*. If a Transaction obligates AMINA to deliver Crypto Assets previously held for another Client or third party, possession and ownership are transferred to the Client by the previous owner's instruction of possession. If a Transaction leads to AMINA acquiring Crypto Assets from the Client, possession and ownership are acquired *brevi manu* by AMINA.

13.6 *On-chain Settlement.* Throughout a Calendar Day, AMINA shall record all changes in possession and ownership of Crypto Assets held for its Clients as a result of Transactions occurring on that Calendar Day (**Holding Records**). At the end of each Calendar Day, and based on its Holding Records, AMINA shall calculate the net positive or net negative difference concerning changes of Crypto Assets held in custody for Clients as opposed to Crypto Assets AMINA holds for its own account (**Holding Difference**). AMINA shall settle the Holding Difference on-chain within 12 hours of the subsequent Calendar Day, thereby ensuring compliance with its obligation to segregate Crypto Assets held for Clients from Crypto Assets held for itself pursuant to Article 5.1.

13.7 *Custodian's Liability.* When holding Crypto Assets in custody for Clients, AMINA assumes the general obligations of a custodian pursuant to §§ 957 ff of the Austrian General Civil Code. AMINA shall be liable for the loss of Crypto Assets as a result of an Attributable Incident. Liability shall be limited with the market value of the lost Crypto Assets at the time the loss occurred. **Attributable Incident** means any event that is a result of a grossly negligent action or omission by AMINA. Incidents not attributable to AMINA include any event in respect of which AMINA can demonstrate that it occurred independently of the provision of a Service, or independently of the operations of AMINA, such as a problem inherent in the operation of the underlying DLT.

Art. 14 Dealer Service

14.1 *Exchange Policy.* In providing the Dealer Service, AMINA offers to Clients the conclusion of purchase or sale contracts concerning Crypto Assets for Funds, or exchange contracts concerning Crypto Assets for other Crypto Assets, by using AMINA's proprietary capital. AMINA shall at all times abide by its Exchange Policy.

14.2 *Range of Crypto Assets.* AMINA determines the range of Crypto Assets available to the Client for conversion or trading in its sole discretion. In particular, AMINA may from time to time decide not to offer or to discontinue or limit the conversion or trading in specific Crypto Assets without giving any reason, even if the Client still holds positions in such Crypto Assets.

14.3 *List of Crypto Assets.* AMINA may establish and, in its discretion, amend and modify at any time, a list of Crypto Assets available for conversion or trading. Such list and changes thereto will be communicated to the Client by appropriate means.

14.4 *Principal Counterparty.* AMINA acts as the principal counterparty to any Transaction concluded under the Dealer Service, AMINA does not act as an agent or fiduciary. As principal, AMINA acts for its own account and in its own interest.

14.5 *Delivery to Trading Account.* When a Transaction is concluded that results in AMINA's obligation to deliver Crypto Assets, AMINA shall credit them on a Trading Account.

14.6 *Firm Price.* AMINA exchanges Funds for Crypto Assets, Crypto Assets for Funds, and Crypto Assets for other Crypto Assets on a firm-price basis at the agreed purchase price or exchange rate. Prices quoted by AMINA may take into account various specifics of the Crypto Assets, the Client's Offer, market conditions, or inventory and may include a discretionary mark-up, as set out in AMINA's Pricing Schedule.

14.7 *Publication.* AMINA shall publish Transaction volumes and prices about concluded Transactions concerning the Dealer Service on its Website.

Art. 15 Transfer Service

15.1 *Transfer.* In providing the Transfer Service, AMINA offers to Clients services of transfer, on behalf of the Client, of Crypto Assets from one DLT Address or Crypto Account to another.

15.2 *Obligations.* Depending on the Offer made by the Client, AMINA shall make sure that the transfer is executed in due course as instructed by the Client, i.e., to a Wallet or Crypto Account specified by the Client.

15.3 *Modalities of Transfer.* The Transfer Service shall be carried out as described in the Transfer Policy of AMINA, which details the procedures, conditions, and execution standards applicable to such transactions (**Transfer Policy**). Clients may request a copy of the Transfer Policy at any time, which shall be provided in an electronic format without undue delay.

15.4 *Security Measures.* AMINA shall at all times abide to the security measures as described in its Custody Policy and in Article 20, ensuring protection of Crypto Assets against unauthorized access, fraud, or operational risk.

15.5 *Fees.* The Fee Schedule, including fees for the Transfer Service, is available on the Website of AMINA.

Art. 16 Grant of Lien

16.1 *Grant of Lien.* The Client grants AMINA a lien on property and rights of any kind, in particular concerning Crypto Assets, that at the Client's will comes into possession of AMINA in connection with any type of Transaction concluded with AMINA (**Lien**). The Lien also applies, in particular, to all attachable claims of the Client against AMINA, such as Crypto Asset balances.

16.2 *Scope of Lien.* The Lien shall secure the claims of AMINA against the Client arising from the business relationship, even if the claims are contingent, limited in time or not yet due. If a Client is not a consumer, the Lien shall also secure the respective statutory claims of AMINA as well as claims against third parties that the Client is personally liable for satisfying.

16.3 *Existence of Lien.* The Lien shall come into existence when AMINA acquires possession of the attached property, provided the existence of a claim pursuant to Article 16.2, or otherwise at the time when such claims subsequently arise.

16.4 *Exceptions.* The Lien does not cover property and rights that were dedicated by the Client before the Lien coming into existence for the performance of a specific mandate. However, this applies only for as long as the dedication is in effect. Furthermore, the Lien do not cover assets that the Client disclosed to AMINA in writing prior to the Lien coming into effect as being property held in trust.

16.5 *Execution of Dispositions.* Notwithstanding the existing Lien, AMINA will execute the Client's dispositions in favor of third parties from Crypto Asset balances as long as the Client has not received any notification from AMINA about the enforcement of the Lien. An attachment of the Crypto Asset balance is not considered to be a disposition by the Client.

16.6. *Third-Party Custodian.* AMINA may act as third-party custodian for Crypto Assets of the Client which are pledged or otherwise encumbered to the benefit of AMINA Switzerland. There the Client instructs AMINA to hold Crypto Assets to the benefit of AMINA Switzerland in case AMINA is informed about a lien or pledge agreement concluded between AMINA Switzerland and the Client.

Art. 17 Offsetting

17.1 *By AMINA.* AMINA may offset all of the Client's claims against it, to the extent they are attachable, against all of the Client's liabilities owed to it. Notwithstanding the existing right of set-off, AMINA will execute the Client's dispositions in favor of third parties from Crypto Asset balances as long as the Client has not received any declaration of set-off. An attachment of the Crypto Asset balance is not considered to be a disposition by the Client.

17.2 *By Client.* A Client who is a consumer is entitled to offset his or her liabilities if AMINA is illiquid or if the Client's claim is related to his or her liability, has been reduced to an enforceable judgment, or has been acknowledged by AMINA. A Client who is not a consumer hereby unconditionally and irrevocably waives, also in such cases, the ability to offset his or her liabilities.

Art. 18 Notices

18.1 *By AMINA.* AMINA may use postal and courier services, telephone, and other voice transmissions as well as electronic means of communication (including encrypted or unencrypted e-mail, communications through or within a digital platform system (website, app), and any other means of communication demonstrable via text) to communicate with the Client. AMINA may contact the Client at the physical, electronic, or other addresses notified by them to AMINA.

18.2 *By Client.* All declarations or notifications by the Client shall be emailed to AMINA at:

AMINA (Austria) GmbH
office-eu@aminagroup.com

Art. 19 Obligations of the Client

19.1 *No Assignments and Encumbrances.* The Client may not assign any rights or claims against AMINA to any third party and may not encumber any Funds or Crypto Assets held in custody by AMINA for the benefit of any third party without AMINA's prior written consent.

19.2 *No Escrow Accounts of Clients.* The Client shall act exclusively in their own name and for their own account. The Client shall not act as a trustee for another person.

19.3 *Prohibition of Third-Party Wallets.* The Client expressly acknowledges that the transfer of Crypto Assets held in custody with AMINA to the Wallet of another person is in contradiction to Article 12.2 of these ToS and is expressly prohibited.

19.4 *Prohibition of Market Abuse.* The Client shall comply with MiCA's Title VI and provisions on the prevention of market abuse in connection with Crypto Assets.

19.5 *Prohibited Actions.* The Client shall not take actions that serve to impair the provision of Services of AMINA. In the case of using the website or the app, any use that leads to a change of the structure of the website or app and the software or program data is prohibited; this also includes a change of the source code of the website of AMINA or data stored in cookies that is limited to the end device of the Client.

19.6 *No Resale.* Unless otherwise agreed in writing, Clients shall not use the Services for resale.

Art. 20 Security Systems

20.1 *Security Systems.* AMINA is committed to maintaining the highest security standards through a comprehensive, multi-layered approach, which includes but is not limited to the following components:

- (a) Private Keys are secured using hardware security modules (HSM) and multi-party computation (MPC).
- (b) Wallets are safeguarded by a multi-authentication system.
- (c) Wallets held in 'cold' storage are isolated from the Internet. Physical access to cold storage facilities is controlled through a multi-authentication system, including biometric security measures. Additionally, radio signals in and out of the facility are blocked.
- (d) AMINA maintains a disaster recovery system with backup Private Keys located in multiple secure locations, unconnected to the internet.
- (e) IT infrastructure is monitored and protected 24/7 by a dedicated team.

Art. 21 Risks Disclosure

21.1 *Special Risks.* Engaging in Transactions and holding positions in Crypto Assets entails various specific risks which may differ from those applicable to financial instruments or national and supranational currencies and which may result in loss or damages. A non-exhaustive description of crypto-specific risks has been provided to the Client in a separate disclosure document "Special Risks of Digital Assets", also accessible under:

<https://eu.aminagroup.com/legal>

21.2 *No Best Execution.* AMINA determines pricing in respect of conversions, transfers or trading in Crypto Assets in good faith and with due consideration of the best interests of the Client. However, as a counterparty to the Client in a principal capacity, AMINA is not obliged to conclude transactions on a "best execution" basis and is not required to disclose the spread and mark-up applied by it in the specific Transaction.

21.3 *Client Responsibilities.* The Client is required to examine the price quoted by AMINA in respect of each individual Transaction and must determine, in its sole responsibility, whether such price is acceptable taking into account prevailing market conditions, its individual objectives and circumstances and all other relevant considerations. It is the sole responsibility of the Client to decide on proceeding with a Transaction at the price and conditions quoted by AMINA.

Art. 22 Duty to Notify and Provide Information

22.1 *Duty to Notify.* The Client shall without delay notify and inform AMINA of any changes to its information on file with AMINA or any other relevant information, including in particular name, address, domicile, e-mail address, telephone number, personal and financial circumstances and other information relevant to the business relationship, specific services or transactions. AMINA is entitled to rely on the last address notified to AMINA by the Client.

22.2 *Duty to Provide Information.* Upon request, the Client shall without delay provide AMINA with further information, including in particular on the background and purpose of the business relationship, on individual orders or instructions, on the origin and tax status of Funds and compliance with laws and regulations as well as any further information required or considered useful by AMINA to comply with their respective legal and regulatory requirements, standards of self-regulation, contractual provisions, business or trade practices or internal rules and policies of AMINA. The Client shall ensure that any information provided to AMINA is complete, accurate, up-to-date, and non-misleading.

22.3 *Irregularities.* If the Client identifies any irregularities relating to its business relationship with AMINA, in particular, if it knows or suspects that any documents or data in connection with the business relationship, individual accounts, or positions have become known to unauthorized third parties, it shall without delay notify AMINA and provide further details.

Art. 23 Compliance with Laws

23.1 *Declaration of Compliance.* The Client declares to comply with applicable statutory law and any other applicable legal provisions and regulations (including tax, anti-money laundering, and data protection legislation), including as applicable to any beneficial owner(s) of the relevant Funds and Crypto Assets. The Client shall further procure that its authorized representatives or any other third parties acting on its behalf act in a compliant manner as well.

23.2 *Indemnification.* The Client shall bear any loss or damage and shall indemnify and hold harmless AMINA for any loss or damage incurred by it, as a result of or in connection with any non-compliance by the Client with its obligations outlined in these ToS, or any obligations according to applicable laws or regulations, including any non-compliance of beneficial owner(s) different from the Client or by its authorized representatives or any other third parties acting on its behalf.

Art. 24 Term, Termination, Account Suspension

24.1 *Term.* The Agreement formed based on these ToS is concluded for an indefinite period.

24.2 *Ordinary Termination.* The Client and AMINA can terminate the Agreement at any time by giving 30 Calendar Days' written notice. Ordinary termination shall result in the ordinary termination of all Services based on Specific Product ToS.

24.3 *Extraordinary Termination.* The Client and AMINA have the right to terminate these ToS with immediate effect for good cause. Good cause exists, for example, if the Client violates obligations specified in these ToS or Specific Product ToS.

24.4 *Suspension.* Instead of giving notice of termination, AMINA may temporarily restrict the use of Services and require the Client to restore the business relationship to a condition consistent with these ToS or to resolve a suspicion.

24.5 *Open Transactions.* After giving notice of ordinary termination, the Client shall, until the expiry of the notice period, terminate the use of all Services including those subject to Specific Product ToS, withdraw Crypto Assets held in custody with AMINA in accordance with Article 12.2 and withdraw Funds in accordance with Article 11.2.

24.6 *No Continuing Custody.* Upon expiry of the termination period, AMINA's obligations to hold Crypto Assets in custody for the Client under Article 13 shall end. From this point onwards AMINA shall hold any Crypto Assets not withdrawn for itself which leads to the loss of Client's ownership over Crypto Assets previously held in custody; the Client instead shall acquire a claim to the transfer of Crypto Assets of the same type and quantity. AMINA shall have the right to deduct a monthly post-termination custody fee equal to 1 % of the Crypto Assets held in custody at the time of termination. Alternatively, AMINA may deliver the Crypto Assets physically on a paper wallet to the Client or liquidate them and deposit proceeds with the courts or transfer the proceeds to the last known bank account of the Client.

24.7 *Service Availability and Maintenance.* AMINA is committed to the continuous provision of its Services but does not warrant any specific level of uptime or uninterrupted availability. AMINA reserves the right to temporarily suspend or disrupt the provision of Services as necessary for maintenance, upgrades, or other similar events required to ensure the security, stability, or functionality of the Services. Where reasonably feasible, AMINA shall provide the Client with advance notice of such interruptions.

Art. 25 Right of Withdrawal for Clients who are consumers

25.1 *Right of Withdrawal.* If the Client is a consumer, he or she has the right to withdraw from the Agreement formed based on these ToS within 14 days without specifying a reason. The withdrawal period begins after the conclusion of the Agreement and receipt of these ToS on a durable medium. To exercise the right of withdrawal, the Client must inform AMINA using a clear declaration that he or she is withdrawing from the Agreement (e.g. "*I would like to close my account*"). To adhere to the withdrawal period, it is sufficient that the Client sends notification of the exercise of the right of withdrawal before the expiry of the withdrawal period to AMINA (Austria) AG, Seestrasse 6/13, 6900 Bregenz, Austria, e.g., by e-mail to office-eu@aminagroup.com or a letter sent by post. The Client may use the attached model withdrawal form, but it is not obligatory.

25.2 If the Client withdraws from the Agreement formed based on these ToS, and subject to the exceptions and exclusions below, AMINA shall reimburse the Client the payments received for the conclusion of the Agreement (e.g., package fee), without undue delay and in any event not later than 14 days from the day on which AMINA is informed about your decision to withdraw from this Agreement. AMINA will carry out such reimbursement using the same means of payment as the Client used for the initial transaction, unless the Client has expressly agreed otherwise; in any event, the Client will not incur any fees as a result of such reimbursement.

25.3 *Exception.* The Client has no right of withdrawal concerning Services, which involve Crypto Assets whose value depends on fluctuations in the financial market, over which AMINA has no influence and which may occur within the withdrawal period.

25.4 *Exclusion.* Clients do not have a right of withdrawal if AMINA has already fulfilled a Service for the Client and (i) the Client has expressly consented to fulfillment of the Service before the expiry of the withdrawal period, (ii) the Client confirms that he or she loses his right of withdrawal by early fulfillment of the Service, and (iii) AMINA has issued a corresponding confirmation to the Client of the Client's prior express consent and acknowledgment.

Art. 26 Liability and Damages

26.1 *Due Care.* In operating and maintaining its systems relevant to the provision of the Core Services, AMINA applies due care. AMINA is not responsible for any persons or systems outside its sphere of influence and, in particular, does not warrant or guarantee in any form the availability of Core Services or of specific trading channels.

26.2 *Liability.* AMINA is liable for material contractual obligations, including the fault of vicarious agents. Material contractual obligations are obligations without the fulfillment of which the proper performance of the business relationship under the Agreement is impossible.

26.3 *Limitation of Liability.* AMINA shall be liable only for damages caused by intentional or grossly negligent conduct. Liability for slight negligence shall be excluded. Compensation for lost profit, financial losses, secondary damages, as well as damages from third-party claims shall be excluded.

26.4 *Exceptions.* This limitation of liability does not apply to consumers in case of personal injury and damages arising from a breach of material contractual obligations of the Agreement.

26.5 *Assertion.* Claims for damages must be made in writing to AMINA by persons who are not consumers within 12 weeks of obtaining knowledge of the damage.

26.6 *Offsetting.* Clients do not have the right to set off their claims against claims of AMINA unless these claims are established claims for damages or warranty of the Client against AMINA.

Art. 27 Substitution

27.1 *Substitution.* Subject to regulatory permissibility, AMINA may at any time and without the prior consent of the Client substitute for AMINA either AMINA Switzerland or any wholly owned subsidiary of AMINA Switzerland as debtor in respect of all obligations arising from or in connection with these ToS (the "**Substitute Debtor**"), provided that:

- (a) the Substitute Debtor assumes all obligations of AMINA in respect of these ToS;
- (b) the Substitute Debtor has agreed to indemnify and hold harmless the Client against any tax, duty, assessment or governmental charge imposed on such Client in respect of such substitution;
- (c) AMINA irrevocably and unconditionally guarantees in favor of the Client the payment of all sums payable by the Substitute Debtor in respect of these ToS on terms equivalent to the terms of a guarantee of AMINA in respect of these ToS as a contract for the benefit of the Client as a third-party beneficiary;

- (d) there shall have been delivered a legal opinion to AMINA stating to the effect that sub-paragraphs (a), (b) and (c) above have been satisfied.

Art. 28 Taxation

28.1 *Taxes.* The Client acknowledges and agrees that any and all tax obligations arising from the use of the Services provided by AMINA, including but not limited to income tax, capital gains tax, or any other applicable taxes, shall be the sole responsibility of the Client.

28.2 *Withholding.* The Client further acknowledges and agrees that, pursuant to Austrian income tax laws, AMINA may be legally obligated to calculate and withhold capital gains tax on certain transactions involving Crypto Assets. In such cases, the Client agrees that AMINA's withholding of such taxes in compliance with applicable law shall not reduce the Client's overall responsibility for ensuring that all tax obligations are fully met.

Art. 29 Miscellaneous

29.1 *Entire Agreement.* These Terms of Service together with any Specific Product ToS constitute the entire agreement between the parties with respect to the subject matter hereof. Any previous contractual arrangements on the same subject matter shall cease to apply. Mandatory statutory rights of the Client remain unaffected. The Client's own terms of service shall not apply unless expressly agreed in writing.

29.2 *ToS Changes.* AMINA may, from time to time, adjust these ToS by giving thirty days prior notice. Such changes will be communicated to the Client by appropriate means pursuant to Article 18.1. If the Client does not expressly object to the changes within thirty days upon receipt of the communication and/or if the Client continues to use the Services after expiry of the thirty days deadline, the changes shall be deemed accepted. Notwithstanding the foregoing, in case of a Client who is a consumer, any changes to the ToS require such Client's consent.

29.3 *Severability.* If any provision of these ToS is or becomes invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired, and any invalidity, illegality, or unenforceability in any jurisdiction shall not affect the validity, legality or enforceability of any such term or provision in any other jurisdiction. The invalid, illegal, or unenforceable provision shall be deemed to be replaced by such valid provision as most closely corresponds to the economic purpose and substantive effect of the invalid, illegal, or unenforceable provision. This provision does not apply to Clients who are consumers.

29.4 *No Advice.* Unless the Client has agreed to Specific Product ToS for this Service, AMINA does not provide any advice (neither in relation to Crypto Assets, nor in relation to taxation or legal questions). AMINA will not provide Clients with any communication or information that qualifies as investment advice, financial advice, tax advice, legal advice or trade advice.

29.5 *Complaints.* Clients may submit complaints to AMINA without charge. Clients may use the complaint form available on AMINA's website or send an email to complaints-eu@aminagroup.com describing their concerns. AMINA shall ensure prompt handling of complaints and shall notify Clients of the results within a reasonable time.

29.6 *Disputes.* Disputes arising from and in connection with a contract concluded based on these ToS shall be governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and Austrian conflict of law rules of Austrian international private law. For consumers, this choice only applies insofar as consumers enjoy the protection of the mandatory provisions of the law that would be applicable in the absence of the choice of law. In the case of actions against consumers, the competent court is the court at the consumer's domicile, habitual residence, or place of employment. Otherwise, the competent court for 1010 Vienna, Austria is agreed as the place of jurisdiction.

November 5, 2025

AMINA (Austria) AG

Annex I - Model Withdrawal Form

(complete and return this form only if you wish to withdraw from the Agreement)

— To AMINA (Austria) AG, Seestrasse 6/13, 6900 Bregenz, Austria, e.g., by e-mail to office-eu@aminagroup.com:

— I/We (*1) hereby give notice that I/We (*1) withdraw from my/our (*1) contract of sale of the following goods (*1)/for the provision of the following service (*1),

— Ordered on (*1)/received on (*1),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*1) Delete as appropriate.