



Digital Custodian User Agreement

Confidential Agreement between:

SECDEX Digital Custodian Limited

And

September 2024

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Date of next review:

31/08/2025

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1 Introduction

This **SECDEX DIGITAL CUSTODIAN USER AGREEMENT** ('User Agreement') is made on the _____ day of _____,

BETWEEN:

(1) **SECDEX Digital Custodian Limited** ("SDC"), a company incorporated in the Seychelles, with company registration number 8427248-1, with its registered office at: Providence, Oceanic Motors Building, Second Floor, Room No. F2-1, Mahe, Republic of Seychelles;

and,

(2) ('User'), an individual residing in _____, with company registration number and with their residential address at _____.

SDC and the **User** will be jointly referred to as the **Parties**.

IT IS HEREBY AGREED:

2 The Terms of the User Agreement

This Agreement sets out the terms and conditions on which

- 1) SDC will make available to the User the following group of services (hereinafter referred to as 'Services'):
 - a) **SECDEX Digital Custodian** – A digital custodian offering highly secured digital asset storage capabilities with the ability to efficiently handle deposits and withdrawals. Services offered under SDC Digital Custodian:
 - (i) Custody Safekeeping
 - (ii) Custody Transaction Handling
 - (iii) Custody Operations
 - b) **SECDEX Digital Marketplace** - A trading venue, which is a digital marketplace allowing users to trade digital assets which include different digital currencies.
- 2) The User will use the said services in line with the present Agreement.



3 System Requirements and Maintenance

3.1 Equipment;

User will, at its own cost and expense, provide all hardware, operating platforms and software (other than the software provided by SDC) to access SDC systems.

3.2 Connectivity;

User is solely responsible for providing and maintaining all necessary electronic communications with SDC, including wiring, computer hardware, software, and communication line access, and networking devices.

3.3 Maintenance;

User shall maintain a connection to SDC of such minimum quality as SDC may reasonably prescribe from time to time. The failure to provide an adequate connection or adequate equipment may result in termination of this Agreement by SDC.

4 Monitoring

The User acknowledges and agrees that the SDC will monitor the use of SDC Services by Users, to ensure compliance with all Applicable Laws and to the terms of the present Agreement. User acknowledges its responsibility to monitor its employees, agents and customers for compliance with the present Agreement and all Applicable Laws.

5 Fees

5.1 In consideration for the provision of the Services, the User will pay SDC the fees set out in Appendix A (the 'Fees').

5.2 SDC may index or adjust the Fees from time to time, as may be required, subject to giving the User at least 30 (thirty) working days notice of any fee increase. Should the User not agree to the said increase in Fees, the User can in line with clause 15 terminate the present Agreement.

6 Waiver

The waiver by a Party of a breach or default of any of the provisions of this Agreement by another Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of a Party to exercise or avail

itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by another Party.

7 Notices

- 7.1 Notice shall be given in writing by either Party by email, by post or hand delivered, addressed to the other party at their last known business address.
- 7.2 SDC may also give notice to Users by means of posts on its Website.
- 7.3 In the case of SDC, such notice must be specifically addressed to the Compliance and Reporting Officer.
- 7.4 Notices given by hand delivery shall be deemed to have been given on the date and at the time of delivery and notices sent by first class post to the registered address shall be deemed received on the second business day after posting. Notices given by email shall be deemed received two (2) hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not be delivered. If, based on the aforementioned, the email is not received during business hours of the receiver, the email will be deemed received on the next business day of the receiver.
- 7.5 It is the User's responsibility to promptly inform SDC of any change to contact details provided to SDC in its User Application Form, submitted to SDC at the time of onboarding.

8 Maintenance of records

Users shall maintain all documents and records in respect of SDC related operations for seven (7) years.

9 Internal controls and Audit

- 9.1 Users shall put in place suitable audit and control systems and ensure regular review of their internal operation procedures to ensure ongoing compliance with the present Agreement, as well as all Applicable Laws, and to maintain the integrity and confidentiality of data transmitted to SDC.
- 9.2 In line with the present Agreement, the User shall from time to time submit to SDC such operational, financial, technical or other data, information, reports and returns,

in relation to their activities and operations, including duly audited financial statements if so requested.

10 Inspection by SDC

SDC shall be entitled to appoint a person of its choice to carry out inspection of the facilities, systems, records and books of the User relating to all dealings of the User linked to SDC and the User shall permit the persons so authorised entry into their premises during regular business hours on any working day and shall allow access to their facilities, systems, records and books and permit copies thereof to be made.

11 Disaster Recovery Plan

- 11.1 User shall forthwith inform SDC of any loss or failure of connectivity between the User and SDC.
- 11.2 User shall strictly adhere to such plan, scheme or procedure (to be known as “Business Continuity Management Policy”) of SDC attached as Appendix B, in any situation or eventuality resulting in loss of connectivity or failure of communication, loss or corruption of data or damage to equipment, hardware or software whether by reason of any technical failure, unauthorized access, calamity, accident, sabotage or disaster or otherwise.

12 Language

All communications between the Parties shall be in English.

13 Confidentiality

- 13.1 Each of the Parties shall not divulge confidential information belonging to the other Party.
- 13.2 Not regarded as confidential is information that is:
 - (a) In the public domain; or
 - (b) Lawfully in one of the Party’s possession and was made available to that Party by a third party.

- 13.3 Each of the Parties may disclose confidential information relating to the other Party if they are required to do so by any Applicable laws or regulations or by order or ruling of a court or administrative body of a competent jurisdiction.

14 Limitation of Liability

Notwithstanding anything contained herein or in this present Agreement, to the fullest extent permitted by any Applicable Laws, in no event shall SDC be liable for any damages, whether direct, indirect, special, consequential, foreseeable or unforeseeable, which may occur in connection with the SDC services including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption, malfunction or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity, machine or computer breakdown or malfunction or other similar or dissimilar cause beyond their reasonable control.

15 Termination

- 15.1 The User may terminate this User Agreement at any time by giving SDC written notice of at least thirty (30) working days.
- 15.2 SDC may terminate this Agreement at any time by giving the User written notice of at least six (6) months.
- 15.3 Upon the occurrence of a material breach of this Agreement or of the Applicable Laws, SDC may unilaterally and with immediate effect terminate or suspend this User Agreement and SDC will then not register any new securities in the name of the User.

16 Amendments

SDC can make any amendments to the terms of this Agreement that are necessary to conform this Agreement to any change in laws, regulations in any relevant jurisdiction, as soon as any such change takes effect. SDC shall notify any such amendments to the User in writing, as soon as practicably possible.

17 Governing Law

All matters arising from or in connection with this Agreement, its validity, existence or termination shall be determined in accordance with the laws of the UK.

18 Mediation and Arbitration

18.1 Any dispute arising between the parties with regards to

(1) the interpretation of, (2) the effect of, (3) the carrying out of and (4) any other matter arising directly or indirectly out of this Agreement ("the Dispute") shall be referred to a mediator agreed upon between the Parties.

18.2 If the Parties are unable, either to agree on a mediator or to resolve the Dispute by way of mediation, within 14 (fourteen) days of the Dispute having been raised in writing, then the Dispute shall be submitted to and decided by arbitration pursuant to the International Arbitration Act 2008. Save as set out herein, the arbitration shall be conducted in Mauritius by a single arbitrator in accordance with the Arbitration Rules of the Mauritius Chamber of Commerce and Industry (MARC), in force from time to time.

18.3 If the Dispute shall:

- a) be of a legal nature, then the arbitrator shall be a lawyer having not less than 10 (ten) years' experience in commercial law; and
- b) be of an accounting nature, then the arbitrator shall be a chartered accountant having not less than 10 (ten) years' experience in independent accounting practice, who, in determining such Dispute shall be entitled to dispense with or minimise the rules so that the hearing of the matter may be expedited.

18.4 The parties to the Dispute shall jointly nominate the single arbitrator, provided that if the parties shall be unable to agree either on the category in which the Dispute falls or the identity of the arbitrator, within 7 (seven) day of the nomination having been called for in writing, then the arbitrator shall be nominated by MARC.

18.3 The provisions of this present clause shall not preclude either party from approaching any Court of competent authority for an interdict or other injunctive relief of an urgent nature.



19 No Assignment;

The User cannot assign, pledge, charge or transfer any rights under this Agreement in whole or in part, save after prior written approval of SDC.

20 Invalidity and Severability;

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

21 Addresses for services of notices and other communications

21.1 Unless otherwise notified in writing, the Parties will use the following addresses set out below for notice purposes:

- (a) The User, at its registered address and with further contact details as specified in the Member Application Form; and
- (b) SDC, Providence, Oceanic Motors Building, Second Floor, Room No. F2-1, Mahe, Republic of Seychelles:

Email Address: hirander.misra@secdex.net

Telephone Number: +44 (0) (207) 148 9009

Contact Name: Mr. Hirander Misra

IN WITNESS whereof this Agreement has been duly executed on the date first above written.

SECDEX Digital Custodian Limited	
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX A – SECDEX MEMBER PACK AND FEE SCHEDULE

Attached

APPENDIX B – SECDEX GROUP Business Continuity Management Policy

Attached