

Vault Crypto-Asset Transfer Service Agreement

Effective Date: 23 September 2025

This Crypto-Asset Transfer Service Agreement (the “**Agreement**”) governs the provision of crypto-asset transfer services (“**Transfer Services**”) by **Vault Fintech Solutions s.r.o.**, a company incorporated under the laws of the Czech Republic with registration number 21627002 and registered office at Frýdlantská 1312/19, 182 00 Praha 8 – Kobylisy (“**Vault**”, “**we**”, “**us**”) to the client (“**Client**”, “**you**”).

By using or requesting the Transfer Services, you agree to be bound by this Agreement, the **Vault General Terms of Use**, and any accompanying disclosures provided prior to its conclusion.

1. Definitions

Crypto-Asset Transfer Service: execution of a crypto-asset transfer on behalf of a client by transmitting or receiving crypto-assets through distributed-ledger technology following a verified client instruction.

Instruction: a valid, authenticated request from the Client to execute a transfer.

Force Majeure: events beyond reasonable control that prevent or delay performance, excluding ordinary system faults or preventable incidents.

2. Scope of the Service

Vault shall receive, transmit, and execute transfer orders of crypto-assets on behalf of clients, using secure technical infrastructure and authentication channels. Transfers may occur between the Client’s wallets, between clients, or to third parties, subject to verification and applicable law.

3. Execution of Transfers

3.1 Transfers are executed strictly according to verified Instructions received via secure interfaces designated by Vault.

3.2 The Client is responsible for the accuracy of recipient addresses and amounts. Transfers confirmed on-chain are irreversible.

3.3 Vault may refuse or delay execution if:

- (a) the Instruction appears erroneous or incomplete;
- (b) the transfer breaches AML/CTF or sanctions requirements; or
- (c) operational or security risks are detected.

3.4 Execution limits (per-transaction and daily) are set out in the Client’s account interface or prior communication and may be updated from time to time for risk management.

4. Security and ICT Measures

Vault maintains secure systems and procedures designed to ensure confidentiality, integrity, and availability of transfer operations.

The applied measures include:

- multi-signature authorization and hardware security modules (HSMs);
- network segregation and end-to-end encryption of transfer instructions;
- redundant cloud infrastructure and off-site data backups;
- internal change-management and incident-response procedures ensuring immediate mitigation of threats.

Vault’s ICT infrastructure and human resources are designed to ensure rapid, effective, and thorough responses to risks, in line with Regulation (2025/305) Article 17(b).

5. Human Resources and Governance

Transfer Services are supervised by the Vault Security Officer and the Operations Manager.

Trained personnel monitor execution and risk events 24/7.

An escalation protocol ensures that any operational failure, anomaly, or cybersecurity incident is investigated, reported, and remedied without undue delay.

6. Client Responsibilities

The Client must:

- submit only authenticated Instructions;
- maintain security of personal access credentials;
- immediately report any unauthorized activity; and
- comply with applicable AML, sanctions, and tax laws.

7. Liability

Vault is liable for losses resulting from non-execution, defective, or incorrect execution of a transfer caused by its fault.

Vault is **not** liable for:

- (a) errors or omissions in the Client's Instructions;
- (b) Force Majeure events; or
- (c) blockchain network failures outside Vault's control.

Vault bears the burden of proving that a loss resulted from Force Majeure or the Client's actions.

8. Incident Response

In case of a security or operational incident affecting Transfers, Vault shall:

- (a) immediately act to contain and mitigate the issue;
- (b) record and investigate the incident; and
- (c) notify the Client and competent authorities, where required, without undue delay.

9. Fees

Transfer Services are subject to the fees published on Vault's website or communicated prior to execution.

Fees may depend on network conditions and asset type.

Any changes in fee structure will be communicated at least three (3) days in advance.

10. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the **Czech Republic**.

Any disputes shall be resolved exclusively by the courts of the Czech Republic, without prejudice to mandatory consumer-protection rights.

11. Miscellaneous

11.1 If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force.

11.2 This Agreement, together with the Vault General Terms of Use and the Vault Crypto Asset Custody Terms, constitutes the entire agreement governing the Transfer Services.

Vault Fintech Solutions s.r.o.

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