

**THIS DIGITAL ASSET CUSTODY AND ADMINISTRATION AGREEMENT is**  
**made on** (hereinafter  
**referred to as the “Agreement”)**

BETWEEN

the person named and described in the First Schedule as the Client  
(hereinafter referred to as the “Client”) of the one part;

AND

**LEGACY DIGITAL GLOBAL LIMITED (Company Registration No.: 251978),**  
an International Business Company incorporated in the Republic of  
Seychelles under the International Business Companies Act, 2016, having  
its registered office at Suite 1, Commercial House One, Eden Island,  
Republic of Seychelles (hereinafter referred to as the “Company”) of the  
other part:

**WHEREAS:**

- (a) The Client is the beneficial owner of UNI RWA Tokens issued by RWA  
MANAGEMENT LLC (400444596) (hereinafter referred to as the  
“Issuer”).
- (b) The Client hereby appoints the Company to hold legal title to the UNI  
RWA Tokens on behalf of the Client.

- (c) The Company agrees to act solely as contractual custodian and nominee holder of the UNI RWA Tokens subject to the terms of this Agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1) DEFINITIONS**

In this Agreement where the context so admits the following expressions shall have the following meanings:

- (a) "UNI RWA Token" means the token issued by RWA MANAGEMENT LLC (400444596) and any replacement, substituted, additional or derivative token issued in connection therewith.
- (b) "Custody Assets" means the UNI RWA Tokens together with all distributions, proceeds, income, redemption proceeds and rights arising therefrom.
- (c) "Custody Period" means the period commencing from the Commencement Date until termination of this Agreement.

**2) APPOINTMENT OF COMPANY**

- 2.1 The Client hereby appoints the Company as contractual custodian and nominee holder of the Custody Assets. The Company accepts such appointment upon the terms and conditions contained herein.

- 2.2 The Client shall remain the sole beneficial owner of the Custody Assets at all times. Nothing in this Agreement shall transfer beneficial ownership of the Custody Assets to the Company.

### **3) ROLE OF COMPANY**

- 3.1 Where legally and operationally permitted, the Company shall hold legal title to the Custody Assets, maintain records relating to the Custody Assets, receive distributions and redemption proceeds, facilitate transfers and redemption of the Custody Assets upon written instructions of the Client, and perform such administrative functions as are reasonably necessary for custody purposes.
- 3.2 The Company acts solely in an administrative and custodial capacity and shall not be deemed to provide investment advice, financial advice, portfolio management services or discretionary investment management services.
- 3.3 The Company shall maintain proper records identifying the Custody Assets attributable to the Client and shall, where legally and operationally practicable, keep such Custody Assets separate from its own proprietary assets.

### **4) UNI RWA TOKEN TERMS**

- 4.1 The Client acknowledges that the UNI RWA Token is issued and administered by RWA MANAGEMENT LLC (the "Issuer"), and that the Company acts solely in its capacity as custodian in relation to the UNI RWA Token.
- 4.2 Based on the information provided by the Issuer, the UNI RWA Token has an intended investment tenure of twelve (12) months and

the Issuer has indicated a projected return of eleven per cent (11%) per annum upon completion of the full tenure, subject to the Issuer's terms and conditions.

- 4.3 The Client acknowledges that any projected or indicative return, including the eleven per cent (11%) per annum referred to herein, is determined and provided by the Issuer and is subject to the Issuer's applicable terms and conditions. The Company acts solely in its custodial and administrative capacity and shall not be responsible for the Issuer's performance or payment obligations. Each Party shall remain responsible for its respective obligations under this Agreement.
- 4.4 Any redemption of the UNI RWA Token shall be processed through the Qxi Wallet application, platform or redemption mechanism designated by the Issuer and shall be subject to the Issuer's prevailing policies, procedures and requirements.
- 4.5 Where redemption is requested prior to the completion of the intended investment tenure, the return applicable to such redemption shall be subject to the terms prescribed by the Issuer from time to time, which may include a reduced rate of five per cent (5%) per annum.
- 4.6 The Issuer may impose fees, charges, penalties, deductions or other adjustments in connection with an early redemption, including a deduction of up to eight per cent (8%) of the principal investment amount or such other amount as may be determined by the Issuer.
- 4.7 The Client acknowledges that all matters relating to the operation of the UNI RWA Token, including any returns, distributions, redemption

rights, fees, charges, penalties, deductions and payment obligations, are determined by the Issuer in accordance with its applicable terms and conditions.

## **5) INSTRUCTIONS**

- 5.1 The Company may act upon any written or electronic instruction reasonably believed to have been issued by the Client or the Client's duly authorised representative, subject to reasonable verification and security procedures. The Company may refuse, suspend or delay any instruction where it reasonably suspects fraud, unauthorised access, illegality, regulatory non-compliance or security risks. The Company shall notify the Client of such refusal, suspension or delay as soon as reasonably practicable, unless prohibited by law.

## **6) REDEMPTION**

- 6.1 The Company shall only initiate redemption upon receipt of written instructions from the Client. The Company shall not be responsible for monitoring maturity dates or initiating redemption without instructions.
- 6.2 Redemption proceeds received by the Company shall be remitted to the Client after deduction of applicable fees, charges and expenses.
- 6.3 Upon receipt of a valid redemption instruction and all required supporting documents, the Company shall use reasonable endeavours to facilitate the redemption in accordance with the Issuer's applicable procedures. The Company shall not be responsible for any delay attributable to the Issuer, platform provider, blockchain network, financial institution or regulatory

authority, provided that such delay is not caused by the Company's fraud, wilful misconduct, gross negligence or breach of this Agreement.

## **7) POWERS OF COMPANY**

- 7.1 Where legally and operationally permitted, the Company shall hold legal title to the UNI RWA Token and any proceeds, distributions, redemption proceeds, replacement tokens or other rights arising therefrom (collectively, the "Custody Assets") solely in its capacity as custodian. The Company shall have only such powers as are reasonably necessary to hold, safeguard, administer and transfer the Custody Assets, receive distributions and redemption proceeds, maintain custody records, and carry out the lawful written instructions of the Client. For the avoidance of doubt, the Company shall not exercise any investment discretion in relation to the Custody Assets.

## **8) COMPANY INDEMNIFICATION**

- 8.1 The Client shall indemnify and hold harmless the Company, its directors, officers, employees and authorised agents against all reasonable losses, liabilities, claims, damages, costs and expenses, including reasonable legal costs, arising from the Client's breach of this Agreement, unlawful activities, inaccurate information or lawful instructions given by the Client, except to the extent caused by the Company's fraud, wilful misconduct, gross negligence or breach of its express obligations under this Agreement.
- 8.2 The Company shall exercise reasonable care and diligence in performing its custodial and administrative obligations under this

Agreement. The Parties acknowledge that the Custody Assets may be subject to investment risks, market fluctuations, Issuer defaults, blockchain network failures and platform disruptions. Each Party shall be responsible for any loss or damage arising from its respective acts, omissions or breach of obligations under this Agreement, to the extent attributable to that Party.

8.3 This clause shall survive the determination of this Agreement and continue for so long as is necessary to give its full effect, notwithstanding any other provision in this Agreement.

8.4 The Client acknowledges that investments involving digital assets and tokenised assets carry inherent risks, including market fluctuations, liquidity risks, technological disruptions and regulatory changes. The Client confirms that the Client has considered and understood such risks before entering into this Agreement.

8.5 The Company acts solely in its capacity as custodian and shall not be responsible for the performance, operation or management of any underlying investment, token, digital asset, Issuer or platform. Any repayment of principal, redemption, return, distribution or other payment relating to the UNI RWA Token shall be subject to the terms and conditions of the relevant Issuer and platform provider.

## **9) NON-DISCLOSURE/SECRECY**

9.1 Without prejudice to any right under the general law of the Company to refuse disclosure of any document it is hereby declared that the Company shall not be bound to disclose to any person of the following that is to say:

- (a) any document disclosing any deliberations of the Company (or any of them) as to the manner in which the Company should exercise any power or any discretion conferred upon the Company by this Custody Agreement or disclosing the reasons for any particular exercise of any such power or any such discretion or the material upon which such reasons shall or might have been based.
- (b) Any other document relating to the exercise or proposed exercised of any power or any discretion conferred on the Company by this Custody Agreement (not being legal advice obtained by the Company at the cost of the custody arrangement).

9.2 The Company shall also make necessary measurement in accordance to Personal Data Protection Act.

## **10) CONFIDENTIALITY**

10.1 Each of the Parties shall treat as confidential and not disclose the provisions of this Custody Agreement and the negotiations relating to this Custody Agreement and shall make no announcement, press release or circular in connection with the subject matter of this Custody Agreement without the prior written consent of the other Party and either Party may make any such disclosure:

- (a) if required to do so by any law, rule or regulation or pursuant to a decree of any court or administrative agency;
- (b) to any governmental authority, self-regulatory entity or asserting jurisdiction;

(c) to its professional advisors and auditors, provided that each such entity agrees to keep such disclosed information confidential on the same terms as are provided in this Agreement;

(d) if necessary, in connection with an application to a regulatory authority in relation to or in connection with the transactions contemplated hereby.

## **11) COMPANY FEES**

11.1 The Company shall be entitled to a custody fees.

11.2 Company who is engaged in a profession or business shall be entitled to receive reasonable reimbursement for expenses incurred in conventional professional, legal, or valuation fees, included charges, stamp duties, or other related third-party costs, either calculated on a time-cost basis or as otherwise mutually agreed.

## **12) COMPANY DISCRETIONS**

12.1 The Company shall exercise its powers and discretions under this Agreement reasonably, in good faith and for the purposes of performing its contractual custodial and administrative functions.

12.2 The Company may appoint suitable agents, service providers or sub-custodians where reasonably necessary for the performance of its obligations, provided that such appointment complies with applicable laws and does not relieve the Company of liability for its own breach of this Agreement.

### **13) SEVERABILITY**

- 13.1 Any provision of, or the application of any provision of, this Custody Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 13.2 Any provision of, or the application of any provision of this Custody Agreement, which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provision of this Custody Agreement in that or any other jurisdiction.

### **14) FORCE MAJEURE**

- 14.1 The Company will not be liable for failure to perform any of its obligations under this Custody Agreement to the extent such performance is hindered, delayed or prevented by Force Majeure (including payment obligations).
- 14.2 For the purpose of this Custody Agreement, “Force Majeure” will mean causes, conditions, events or circumstances which are beyond the reasonable control of the Party claiming Force Majeure. Such causes, conditions, events and circumstances, which include Acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, pandemic, lockdown, Movement Control Orders or its equivalent subsidiaries orders, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraints of employees, inability of any Party hereto to obtain necessary permits, approvals due to existing or future laws, rules and orders of government authorities (both Federal and State), interruptions by government or court orders,

present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions and major damage to the business Premises will be considered Force Majeure if the Party claiming Force Majeure has not caused the conditions, event or circumstances and the cause of the condition, event or circumstances was out of the control of such Party.

- 14.3 A Force Majeure conditions events or circumstances shall not be a ground to terminate this Custody Agreement. It shall only have the effect of a “waiver” to perform one’s obligations under the Custody Agreement during the Force Majeure period.

## **15) TERMINATION**

- 15.1 This Agreement shall continue in force until terminated in accordance with this Clause.
- 15.2 The Client may terminate this Agreement at any time by giving not less than thirty (30) days' prior written notice to the Company, subject to the settlement of all outstanding fees, charges, costs and expenses due to the Company.
- 15.3 The Company may terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Client where:–
- a) the Company is required to do so by any applicable law, regulation, governmental authority or regulatory body;
  - b) the Company reasonably believes that continuing the custody arrangement may expose the Company to legal, regulatory, operational or reputational risks;

c) the Client commits a material breach of this Agreement and fails to remedy such breach within fourteen (14) days after receiving written notice from the Company.

15.4 Upon termination of this Agreement, the Company shall, subject to receipt of the Client's written instructions and payment of all outstanding fees, charges, costs and expenses:–

- a) transfer the Custody Assets to the Client or to such person nominated by the Client and approved by the Company;
- b) remit any redemption proceeds received by the Company in respect of the Custody Assets to the Client.

15.5 Where the Custody Assets are subject to any lock-up period, transfer restriction, redemption restriction, platform limitation or any other condition imposed by the Issuer, the Company shall only take such steps as are reasonably practicable to facilitate the transfer or redemption of the Custody Assets, and shall not be liable for any delay arising therefrom.

15.6 Termination of this Agreement shall not affect any rights, obligations, liabilities, indemnities or accrued entitlements of either Party arising prior to the effective date of termination, all of which shall survive termination to the extent necessary to give effect thereto.

## **16) DEATH OR INCAPACITY OF CLIENT**

16.1 Upon the death of the Client, the Company shall transfer the Custody Assets or redemption proceeds to the lawful personal representative of the Client upon production of such documents as the Company may reasonably require.

16.2 In the event that the Client becomes legally incapacitated, the Company may release or transfer the Custody Assets or redemption proceeds to the beneficiary designated by the Client, subject to receipt of satisfactory documentary evidence of the Client's incapacity, verification of the beneficiary's identity and compliance with applicable laws and regulatory requirements. Such release or transfer shall be deemed a valid discharge of the Company's obligations to the extent of the assets or proceeds released or transferred.

## **17) GOVERNING LAW AND JURISDICTION**

17.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Seychelles. The Parties agree that any dispute arising out of or in connection with this Agreement shall first be resolved amicably through mutual discussions. Where no amicable resolution can be reached, the Parties shall submit to the jurisdiction of the competent courts of the Republic of Seychelles.

## **18) HEADINGS**

18.1 All headings are included for convenience only and are not to be considered in the construction of any terms of this Custody Agreement.

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