

ALTDIGITIZE PLATFORM TERMS AND CONDITIONS

Version Date: 02 January 2025

Part 1: General Platform and Content Terms of Use

1. General

1.1 Purpose and scope

- 1.1.1 This Part 1 sets out the terms and conditions (“**General Terms**”) which govern your use and access of the website www.AltDigitize.com (the “**Site**”) and all digital platforms (the “**Digital Platform**”) and all content or web pages thereunder, including the information, images, links, sounds, graphics, video, software, applications and other materials displayed or made available therein and the functionalities or services provided therein (collectively the “**Materials**”). These General Terms form part of the Platform Terms and Conditions.
- 1.1.2 By accessing and/or using the Site, or Materials, you are indicating your acceptance and agreement to these General Terms. **If you do not accept these General Terms, you must stop using/accessing the Site, and the Materials.**
- 1.1.3 AltDigitize may from time to time amend or update these General Terms to ensure that these General Terms are consistent with future developments, industry trends and/or any changes in legal or regulatory requirements or as we deem appropriate. Such changes will be published here and effective and binding on you upon publication or such other timing as AltDigitize may specify in writing. Please check these General Terms regularly for updated information/version. You agree that any notification of amendments in the manner as aforesaid shall be sufficient notice to you, and your continued access and/or use of the Site, and/or the Materials shall constitute an affirmative acknowledgement by you of the amendments and shall be deemed to be your acceptance of the revised terms.

2. General use and access

- 2.1 **Compliance with guidelines, etc.:** You agree to comply with any and all guidelines, notices, rules and policies pertaining to the use and/or access of the Site and/or Materials, as well as any amendments to the aforementioned, issued by us from time to time. We reserve the right to revise these guidelines, notices, rules and policies at any time and such changes will be published here and effective and binding on you upon publication or such other timing as AltDigitize may specify in writing.
- 2.2 **Compliance with applicable laws:** You agree to abide by all applicable laws in the use and/or access of the Site and/or the Materials.
- 2.3 **Changes to the Site, and/or materials:** We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove the Site and/or Materials (whether in whole or in part), and shall not be liable if any such upgrade, modification, suspension or discontinuation prevents you from accessing the Site, and/or AltDigitize Materials or any part thereof.
- 2.4 **Restricted activities:** You agree and undertake not to: (i) use or upload, in any way, any software or material that contains, or which you have reason to suspect contains, computer virus or other malicious, destructive or corrupting code, agent, program or macros (including those which may impair or corrupt the Site’s data, or the Materials or damage or interfere with the operation of another user’s computer or mobile device or the Site; (ii) post, promote or transmit any materials or information through the Site or the App which are or may be illegal, misleading, incomplete, erroneous, offensive, indecent, defamatory or which may not be lawfully disseminated under applicable laws or which are otherwise objectionable; (iii) use the Site other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws, or view, listen to, download, print or use the Materials other than as allowed under applicable laws; or (iv)

impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity.

- 2.5 **Contents of transmissions or communications:** With respect to all contents of transmissions or communications you make or submit through the Site, we shall be free to reproduce, use, disclose, host, publish, transmit and distribute all such contents of transmissions or communications or any part thereof to others without limitations, and you hereby grant to us and our agents, a non-exclusive, world-wide, royalty-free, irrevocable licence and right to do the same.
- 2.6 **Records:** You acknowledge and agree that any records created and maintained by AltDigitize of the communications, transactions, instructions or operations made or performed, processed or effected through the Site or in relation to the Site by you or any person purporting to be you, acting on your behalf or purportedly acting on your behalf, with or without your consent, shall be binding on you for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations.
- 2.7 **Other applicable terms:** In addition to these General Terms, the access and/or use of specific aspects of the Site, and/or the Materials may be subject to additional terms and conditions which will apply in full force and effect.

3. No warranty

- 3.1 The Site, and the Materials are made available on an “as is” and “as available” basis, and at your sole risk. AltDigitize assumes no responsibility and makes no representation or warranty on the accuracy, validity or completeness of the materials or information contained in the Site, and/or the Materials, and disclaims all liability for any errors, delays or omissions in the Site, and/or the Materials, or for any action taken in reliance thereon. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Site, or the Materials.
- 3.2 AltDigitize does not warrant that any of the Materials or that the Site will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected. Further, no warranty is given that the Site, and the Materials will meet the requirements of any persons or are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros.
- 3.3 AltDigitize does not warrant the security of any information transmitted by you or to you through the Site or that there would be no delay, interruption or interception in data transmission. You accept the risk that any information transmitted or received through the Site may be accessed by unauthorised third parties, and that transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet. Regardless of any security measures taken by AltDigitize, AltDigitize shall assume no responsibility whatsoever for any Losses (as defined in the Specific Terms) resulting from such delays, interruptions and/or interceptions.
- 3.4 Any materials, information, view, opinion, projection or estimate presented via the Site, and/or the materials are made available by AltDigitize for informational purposes only, and are subject to change without notice. You must make your own assessment of the relevance, timeliness, accuracy, adequacy, commercial value, completeness and reliability of the materials, information, view opinion, projection or estimate provided in the Site, or the Materials and such independent investigations as you may consider necessary or appropriate for the purpose of such assessment. Any opinion or estimate provided in the Site, and/or the Materials is made on a general basis and is not to be relied on by you as advice. Accordingly, no warranty whatsoever is given by AltDigitize and no liability whatsoever is accepted by AltDigitize for any Losses arising whether directly or indirectly as a result of you acting on any materials, information, view, opinion, projection or estimate provided in the Site, and/or the Materials.
- 3.5 The Site, and the Materials are not intended to provide specific investment, tax or legal advice

or to make any recommendations about the suitability of any investments or products for any particular investor. The Site, and the Materials provide only general information on certain investment products. We do not provide, and the provision of such information must not be construed as us providing, financial or any other advice or recommendation for any investment product. The availability of any Materials on, or the grant of access or use of, the Site and the Materials should not be taken in any way as an inducement to trade or a solicitation for orders or entry into any legal relations, nor taken as intended in any way to prompt any action or decision on your part whether to undertake or consider undertaking any investment decision or otherwise. No consideration has been given to the specific investment objective, financial situation and particular needs of any specific person. The Materials available through the Site should not be relied upon in relation to any investment decision, trading activity or order placed by you, and the information herein should not be used as a substitute for any form of advice. You should seek your own independent financial, legal, regulatory, tax or other advice before making an investment in the investments or products. In the event that you choose not to seek advice from a relevant adviser, you should consider whether the investment or product is suitable for you.

- 3.6 AltDigitize controls and maintains the Site and makes no representation that the materials or information provided on or via the Site is appropriate or available for use and/or access in locations other than Australia. If you use and/or access the Site from other locations, you are responsible for compliance with applicable local laws.
- 3.7 Where the Site contains hypertext links to third party websites, such links are not an endorsement by AltDigitize of any content, products or services provided on or via such websites. The use of such links is entirely at your own risk and AltDigitize accepts no responsibility or liability for the content, use or availability of such websites or for the relevance, timeliness, accuracy, adequacy, commercial value, completeness or reliability of any content, products or services contained in or provided on or via such websites. AltDigitize makes no representations or warranty as to having reviewed or verified the relevance, timeliness, accuracy, adequacy, commercial value, completeness or reliability of the content, products or services of such websites.
- 3.8 Without prejudice to other provision in these General Terms, the Indemnitees (as defined in the Specific Terms) shall not be liable to any person (even if AltDigitize or its agents or employees may have been advised of, or otherwise might have anticipated, the possibility of such Losses) for any Losses arising directly or indirectly from or in connection with the Site, and/or Materials, and/or any of the following: (i) any access, use, misuse or inability to use the Site and/or Materials, or reliance on the Material; (ii) any system, server or connection failure, error, omission, interruption, interception or delay in transmission. or computer virus or other malicious, destructive or corrupting code, agent, program or macros; (iii) any use of and/or access to any third party websites linked to or provided through the Site; or (iv) any services, products, information, data, software or other material obtained or downloaded from the Site, and/or the Materials or from any third party websites linked to or provided through the Site.

4. Password-restricted areas of the Site

- 4.1 Secure areas: Access to and use of password-protected and/or secure areas of the Site are restricted to authorised users only. You shall not obtain or attempt to obtain unauthorised access to such parts of the Site or to any other protected information, through any means not intentionally made available by us for your specific use. In order to access and/or use the password-protected and/or secure portions of the Site, and/or the Materials, you must register for an account with us (which is subject to our approval at our absolute discretion).
- 4.2 **Username and Password**
- 4.2.1 If you request to create an account with us, a Username and Password may either be: (i) determined by and issued to you by us; or (ii) provided by you and accepted by us in our absolute discretion. We may at any time in our absolute discretion forthwith suspend your account and/or invalidate the Username and/or Password without giving any reason or prior notice and shall not be liable or responsible for any Losses suffered by or caused by you or arising out of or in connection with or by reason of such suspension and/or invalidation. The

Username and Password is for each user's personal use only and neither may be transferred to any other person or entity. "Username", in relation to each user who has an account with us, refers to the unique login identification name or code which identifies such user, and "Password", in relation to each user who has an account with us, refers to the valid password that such user may use in conjunction with the relevant Username to access the Site.

4.2.2 You hereby agree to change your Password from time to time and to keep the Username and Password confidential and shall be responsible for the security of your account and liable for any disclosure or use (whether such use is authorised or not) of the Username and/or Password. You shall notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of the Username and/or Password has been compromised or if there has been any unauthorised use of the Username and/or Password.

4.2.3 **Purported use/access:** You agree and acknowledge that any use or purported use of or access to or purported access to the Site, and/or the Materials and any information, data, instructions or communications, whether or not authorised by you, referable to the Username and Password shall be binding upon you and deemed to be: (i) use of or access to the Site, and/or the Materials by you; and/or (ii) information, data, instructions or communications carried out, transmitted or validly issued by you. We shall be entitled (but not obliged) to act upon, rely on and/or hold you solely responsible and liable in respect thereof as if the same were carried out, transmitted or validly issued by you. You further agree and acknowledge that you shall be bound by any access or use of the Site, and/or materials (whether such access or use is authorised by you or not) and/or information, data, instructions or communications referable to your Username and Password.

5. Transactions with third parties

5.1 Under no circumstances shall it be construed that, in case of your access to and use of systems, services, content, materials, products or programmes of any third party, AltDigitize is a party to any transaction, if any, between you and such third party or that AltDigitize endorses, sponsors, certifies, or is involved in the provision of such systems, services, content, materials, products or programmes contained in or provided on or via the Site, and/or materials and AltDigitizes shall not be liable in any way for your access to and use of systems, services, content, materials, products or programmes of any third party, or for purchases or subscription made in relation thereto, each of which shall be your responsibility or that of the relevant third party.

5.2 You acknowledge and agree that you will be solely responsible for any access or use of third party systems, services, content, materials, products or programmes contained in or provided on or via the Site, and/or materials. If you access or use such third party systems, services, content, materials, products or programmes, you must comply with the relevant terms and conditions for the access or the use thereof.

6. Intellectual property

6.1 AltDigitize or its licensor(s) reserves and retains all rights (including copyrights, trademarks, patents as well as any other intellectual property right) in relation to the products, services and all content, information and data contained in or provided on or via the Site, and/or materials (including all texts, graphics and logos). You may not do anything that will violate or infringe such intellectual property rights and, in particular, you shall not copy, download, publish, distribute, transmit, disseminate, sell, broadcast, circulate, exploit (whether for commercial benefit or otherwise) or reproduce any of the information or content contained in or provided on or via the Site, the Materials in any form without the prior written permission of AltDigitize or its licensor(s). Further, no part or parts of the Site, or the Materials may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system without the prior written permission of AltDigitize or its licensor(s). Subject to other applicable terms, guidelines, notices, rules and policies, AltDigitize grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Site, and the Materials solely for your own personal, informational and non-commercial use, provided that you do not modify the Materials and that you retain all copyright and other proprietary notices contained in the Materials.

- 6.2 Links to the Site, or the Materials are not permitted without the prior written consent of the AltDigitize.
- 6.3 Save as expressly provided otherwise in these General Terms, you acknowledge that you are not granted any licence, interest or right by virtue of your use of or access to the Site, and/or Materials.

7. Privacy and cookie policy

- 7.1 We will manage any personal data that we collect through the Site or we otherwise obtain in connection with the Site, and/or our products/services in accordance with our Privacy Policy, which shall form part of these General Terms. You can access our Privacy Policy on the Site. By accessing or using the Site, or the Materials, you agree and consent to the collection, use, and disclosure of any personal data that we may collect from you in accordance with the terms of our Privacy Policy.
- 7.2 We use cookies on the Site. You can access our Cookie Policy on the Site. Such Cookie Policy shall form part of these General Terms.

8. Indemnity

- 8.1 You will indemnify us against any liability or Losses which we may sustain or incur, directly or indirectly, by reason of our having made available the Site, and the Materials or having entered into these General Terms with you or enforcement of our rights under these General Terms or in acting upon any instructions which you may give in relation to the Site, and/or materials or any negligence, fraud and/or misconduct on your part or your breach of these General Terms.

9. Termination

- 9.1 You agree that AltDigitize may, at its absolute discretion, deny you access to the Site, and/or materials for any reason, including without limitation, if AltDigitize believes that you have violated or acted inconsistently with any terms or conditions set out herein, or if in the AltDigitize's opinion or the opinion of any regulatory authority, it is not suitable to continue providing the services relating to the Site, and/or materials.

10. Miscellaneous

- 10.1 **Governing law:** These General Terms shall be governed by and construed in accordance with the laws of New South Wales.
- 10.2 **Dispute Resolution:** Any dispute arising out of or in connection with these General Terms, including any question regarding its existence, validity or termination, shall be resolved as follows:
 - (a) In the event of a dispute, such dispute shall be referred to mediation and such mediation shall be held within 45 days of the retention of the mediator which shall be appointed by a local mediation service provider in Australia.
 - (b) A full day of mediation must be held before any party is allowed to withdraw from the mediation. Mediation shall be terminated if any party withdraws from the mediation. Cost of mediation shall be shared equally between parties.
 - (c) Any dispute not resolved through mediation shall be referred to and finally resolved by arbitration administered by the NSW Small Business Commission in accordance with the Arbitration Rules of the NSW Small Business Commission for the time being in force, which rules are deemed to be incorporated by reference in this Paragraph 10.2. The seat of the arbitration shall be New South Wales. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.
- 10.3 **Sub-contracting and delegation:** We may delegate or sub-contract the performance of any of our functions in connection with the Site, and/or materials.
- 10.4 **Assignment:** You may not assign your rights under these General Terms without our prior written consent. We may assign our rights under these General Terms to any third party.

- 10.5 **Successors and assigns:** These General Terms will bind you and us and our respective successors in title and assigns and will continue to bind you notwithstanding any change in our name or constitution or our merger, consolidation or amalgamation with or into any other entity (in which case these General Terms will bind you to our successor entity).
- 10.6 **Severability:** If any provision of these General Terms or part thereof is rendered void, invalid, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, invalid, illegal or unenforceable only to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of these General Terms. Such provision shall be struck and severed from these General Terms and the remaining provisions of these General Terms shall not be affected thereby.
- 10.7 **Waiver:** No failure or delay to exercise or enforce AltDigitize's rights conferred upon it under these General Terms shall be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times. Waiver of any right arising from a breach or non-performance of these General Terms or arising upon default under these General Terms shall be in writing and signed by the AltDigitize.
- 10.8 **Translation:** If these General Terms are translated into a language other than English, the English text shall prevail.
- 10.9 **Rights of Third Parties:** A person or entity who is not a party to these General Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 or other similar laws to enforce any of these General Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. Our right to vary these General Terms may be exercised without the consent of any person or entity who is not a party to these General Terms. For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee of these General Terms.
- 10.10 **No Internet access:** You agree and acknowledge that these General Terms, the Site, and the Materials do not include the provision of Internet access or other telecommunication services by AltDigitize. Any Internet access or telecommunications services (such as mobile data connectivity) required by you to access and use the Site, and/or materials shall be your sole responsibility and shall be separately obtained by you, at your own cost, from the appropriate telecommunications or internet access service provider.
- 10.11 **Precautionary measures:** AltDigitize advises Issuers/Participants to adopt the following security precautions and best practices for their personal computer and mobile device use in order to reduce the likelihood of causing malicious and/or harmful security breaches that may arise in the use of the Site:
- (a) Install anti-virus, anti-spyware, anti-malware and firewall software on your computers and mobile devices;
 - (b) Update operating systems, anti-virus and firewall products with security patches or newer versions on a regular basis;
 - (c) Remove or deactivate file and printer sharing preferences in computers and mobile devices, especially when connected to the internet;
 - (d) Make regular backup of critical data;
 - (e) Consider the use of encryption technology to protect highly sensitive or confidential information;
 - (f) Log off from the Site at the end of the online session;
 - (g) Clear browser cache after the online session;

- (h) Refrain from installing any software or running or executing programs of unknown origin;
- (i) Delete junk, chain or spam emails;
- (j) Avoid opening email attachments from unknown senders or from unknown email address domain names;
- (k) Take care not to disclose personal, financial or credit card information to websites that are little-known, suspect, or do not have a matching website domain URL service;
- (l) Do not use a computer or a device which you know has a breach in security vulnerability and cannot be trusted; and
- (m) Do not use public or internet café computers to access online services or perform financial transactions.

Part 2: Specific Terms

2. General

2.1 Purpose and scope

- 2.1.1 This Part 2 sets out the terms and conditions relating to the AltDigitize Wallet and Tokens (“**Specific Terms**”) and AltDigitize’s role and responsibilities in relation thereto. These Specific Terms form part of the Platform Terms and Conditions and apply to all Participants and Issuers. These Specific Terms shall be without prejudice to the generality of the General Terms.
- 2.2 By signing up to be a Participant, accessing the Site, holding, using and/or purchasing the AltDigitize Wallet and/or any Tokens (as the case may be), you are indicating your acceptance and agreement to these Specific Terms. **If you do not accept these Specific Terms, you must cease to hold, use or purchase the AltDigitize Wallet and/or any Tokens (as the case may be).**
- 2.3 AltDigitize may from time to time amend or update these Specific Terms to ensure that these Specific Terms are consistent with future developments, industry trends and/or any changes in legal or regulatory requirements or as we deem appropriate. Such changes will be published here and are effective and binding on each Participant/Issuer upon publication or such other timing as AltDigitize may specify in writing. Please check these Specific Terms regularly for updated terms. Each Participant/Issuer agrees that any notification of amendments in the manner as aforesaid shall be sufficient notice to such Participant/Issuer, and such Participant/Issuer’s continued holding, use of any of the Site, AltDigitize Wallet, and/or purchase of any Tokens (as the case may be) shall constitute an affirmative acknowledgement by such Participant/Issuer of the amendments and shall be deemed to be such Participant’s/Issuer’s acceptance of the revised terms. In the event of any conflict or inconsistency between these Specific Terms and any other terms between AltDigitize and any Participant and/or Issuer, these Specific Terms shall prevail.
- 2.3.1 **Compliance with guidelines, etc.:** Each Participant/Issuer agrees to comply with any and all guidelines, notices, rules and policies pertaining to the use of the Digital Platform, the holding, use and/or purchase of the AltDigitize Wallet and Tokens, (as the case may be), as well as any amendments to the aforementioned, issued by AltDigitize from time to time. AltDigitize reserves the right to revise these guidelines, notices, rules and policies at any time and such changes will be published on the Site and effective and binding on each Participant/Issuer upon publication or such other timing as AltDigitize may specify in writing.
- 2.3.2 **Compliance with applicable laws:** Each Participant/Issuer agrees to abide by all applicable laws in the holding, use and/or purchase of the AltDigitize Wallet and Tokens (as the case may be).

- 2.3.3 **Other applicable terms:** In addition to these Specific Terms, the holding, use and/or purchase of the AltDigitize Wallet and/or Tokens (as the case may be) may be subject to additional terms and conditions which will apply in full force and effect.

3. Definitions and Interpretation

3.1 Definitions

3.1.1 The following terms shall have the following meanings when used in these Specific Terms unless the context otherwise requires:

“AltDigitize Blockchain” the blockchain selected for the token issuance

“AltDigitize Token” the digital tokens issued or to be issued by AltDigitize on the AltDigitize Blockchain

“Site” and/or

“Digital Platform/s” the platforms operated by AltDigitize which allows for, among other matters, the subscription and trading of security tokens on the AltDigitize Blockchain and the provision of the AltDigitize Digital Services. The “Digital Platform” includes the online platform which is accessible at such a location as may be prescribed by AltDigitize from time to time. For the avoidance of doubt, where “Digital Platform” is renamed to such other name as may be designated by AltDigitize from time to time, all references to “Digital Platform” and other related documents, agreements and communications, including references in other defined terms, shall be construed to refer to such new name.

“AltDigitize Wallet” in relation to a Participant or Issuer, the digital wallet provided to such Participant or Issuer by AltDigitize on the AltDigitize Blockchain to securely store Issued Tokens and AltDigitize Tokens.

“Applicant” a person seeking admission as an Issuer and the issuance of its security token on the AltDigitize Blockchain.

“Business Day” a day on which banks are open for general banking business in Australia (not being a Saturday, Sunday or public holiday in Australia).

“Confidential Information” includes information in any form, whether tangible or disclosed orally or visually, that is disclosed by an Issuer or AltDigitize to Participants, Issuers, or otherwise made available on the Digital Platform, and includes information that should be considered by a reasonable person to be of a confidential nature.

“Designated Bank Account” the bank account of such Participant/Issuer opened in the name of such Participant/Issuer, details of which were specified in connection with the opening of such Participant/Issuer’s account on the Digital Platform and updated from time to time.

“AltDigitize” Alternatives Digitalisation Pty Ltd and any related corporations

“AltDigitize Requirements” the provisions of the Listing Rules, AltDigitize Rules, the Platform Terms and Conditions, and any other terms, rules and requirements that are published by AltDigitize pertaining to Participants, Applicants and/or Issuers and the purchase and/or trading of tokens and/or the Digital Platform, as may from time to time be amended, modified, supplemented or replaced.

“AltDigitize Rules”	the platform terms and conditions that are published by AltDigitize which set out the requirements and obligations applying that govern the operation of the Digital Platform, as may from time to time be amended, modified, supplemented or replaced, and includes any document that is ancillary to AltDigitize Rules, or any agreement or other legally enforceable arrangement created by AltDigitize Rules or under AltDigitize Rules.
“Funding Amount”	AUD\$1 or such other applicable fiat currency for each AltDigitize Fiat Token.
“Indemnitees”	AltDigitize and their related corporations, and any of their directors, officers, employees, representatives, third party service providers and agents.
“Instructions”	any order, instruction or communication (by whatever means transmitted and whether or not in writing, including via the Digital Platform) by or on behalf of any user of the Digital Platform (including but not limited to a Participant and/or Issuer) in respect of the services provided by AltDigitize, including but not limited to the AltDigitize’s duties as a custodian of Issued Tokens, which have been received by AltDigitize via the Digital Platform pursuant to these Specific Terms.
“Issued Tokens”	the security tokens issued or proposed to be issued on the AltDigitize Blockchain for listing and trading on the Digital Platform and, in relation to an Issuer, means the security tokens issued or proposed to be issued by such Issuer on the AltDigitize Blockchain for listing and trading on the Digital Platform and shall include Depositary Tokens.
“Issuer”	a person who has issued or proposes to issue Issued Tokens
“Asset Listing Rules”	the provisions of the rulebook entitled “Asset Listing Rules” that are published by AltDigitize, which set out the requirements and obligations applying to Issuers, Participants and Applicants, as may from time to time be amended, modified, supplemented or replaced.
“Losses”	losses, liabilities, damages, costs or expenses (including any direct, indirect, incidental, special, consequential or punitive damages or economic loss or any claims for loss of profits, business, opportunities or loss of use) whatsoever or howsoever caused (regardless of the form of action).
“Stipulated Currency”	Payment currency that may be specified by AltDigitize (in accordance with the Issuer’s instructions) from time to time.
“Participant”	a person who has opened an account on the Digital Platform, whether or not such account is valid and subsisting, suspended or terminated and includes an Intermediary Participant and (where applicable).
“Security token”	a digital token generated to represent capital markets products, which may include shares, debentures or other securities, or units in a collective investment scheme (in each case, as defined in the Corporations Act 2001) (collectively, “ Capital Markets Products ”).
“Corporations Act”	the Corporations Act 2001, as amended or modified from time to time.

“smart contract”	a computerised transaction protocol that executes a pre-programmed function which may include the facilitation, verification and/or performance of a contract.
“Specified Currency”	such fiat currency that the Issued Tokens are denominated in.
“AUD\$”	Australian dollars.
“Token Documentation and Terms”	in relation to any Issued Tokens, means (i) the information memorandum relating to the Issued Tokens, which may include or incorporate an underlying or further prospectus, offering circular, private placement memorandum, offer information statement, key investor information document, fact sheet, term sheet, pricing supplement, investor presentation and/or other offering document howsoever described relating to the Issued Tokens; (ii) the terms and conditions of the offer and/or sale of such Issued Tokens; and/or (iii) the constitutional documents, trust deed, partnership agreement, terms and conditions of the Issued Tokens (if any) or any other agreements or documents governing or constituting the Issued Tokens.
“Tokens”	AltDigitize Tokens, Issued Tokens.
“trading account”	a trading account maintained by a Participant or Issuer with AltDigitize.
“Wallet”	Participant designated wallet to store issued tokens

3.2 Interpretation

3.2.1 Unless the context requires otherwise:

- (a) headings and labels are for convenience only, and do not affect interpretation; (b) words importing the singular include the plural and vice versa, and words importing the neutral or masculine gender include any gender;
- (c) the meaning of general words is not limited by specific examples introduced by expressions such as, “including”, “for example”, “such as”, or such similar expressions, and the word “includes” or “including” shall be construed to mean “includes without limitation” or, as the case may be, “including without limitation”;
- (d) a reference to a “person” includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority;
- (e) a reference to a particular person includes the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (f) a reference to “law” includes common law, principles of equity and legislation (including regulations, rules, by-laws, ordinances and proclamations) and includes any consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to “in writing” means in legible form and capable of reproduction on paper, and includes electronic communication;
- (h) a reference to “material” includes the ability to affect the outcome of a decision or an application;
- (i) a reference to anything (including an amount) is a reference to the whole and each part of it;
- (j) unless stated otherwise, a reference to any legislation (including subsidiary legislation) shall be construed to refer to the relevant legislation in Australia as may be amended, re-enacted, or replaced from time to time;

- (k) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day; (l) if a person must do something on or by a given day and it is done after 5.00 p.m. (Australian time), it is taken to be done on the next Business Day;
- (l) if the day on which a person must do something is not a Business Day, the person must do it on the next Business Day; and
- (m) notwithstanding anything to the contrary, where any right of AltDigitize is specified to be at its “discretion”, shall be construed to refer to the “sole, unfettered and absolute discretion” of the AltDigitize; any determination to be made by AltDigitize or any exercise by AltDigitize of any rights or entitlement may be made at the sole, unfettered and absolute discretion of AltDigitize and, in every case, shall be conclusive and binding on the Issuers and the Participants.

(n)

4. Issued Tokens

4.1 General

- 4.1.1 The Issued Tokens are issued by the respective Issuers, and may only be stored in AltDigitize Wallets and used solely on the Digital Platform in accordance with these Specific Terms. The Issued Tokens are not permitted to be stored, listed or traded outside of the Digital Platform, and are not intended to be, and shall not be understood, deemed, interpreted or construed to be or be representative of any kind of currency (including digital currency), legal tender, money or deposit or substitute therefor.
- 4.1.2 The Issued Tokens may only be acquired from Issuers via direct issuance on the AltDigitize Platform as described in Paragraph 4.2 (“**Direct Issuance**”) and/or from other Participants via secondary trading on the Digital Platform as described in Paragraph 4.3 (“**Secondary Trading**”). “**Secondary Trading**” shall be deemed to include direct business (as defined in AltDigitize Rules).
- 4.1.3 The only rights granted in respect of the Issued Tokens are as expressly set out in these Specific Terms and the applicable terms and conditions imposed by the relevant Issuers, and subject to any applicable laws, limitations and conditions set forth herein.
- 4.1.4 **No liability** (a) AltDigitize shall not be liable in respect of any Issued Tokens. Issued Tokens are issued by the Issuers, and the Issuers shall be the entities liable under these Specific Terms and the applicable Token Documentation and Terms to each Participant holding one (1) or more Issued Tokens. Save as expressly set out herein, AltDigitize shall have no contractual relationship with any Participant and/or Issuer for the sale and purchase of the Issued Tokens. In purchasing, holding and/or using any Issued Tokens, each Participant acknowledges and warrants that he has not relied upon any term, condition, warranty, undertaking, inducement or representation made by or on behalf of the Issuers or upon any descriptions or illustrations or specifications contained in any document including any material produced by either AltDigitize or the Issuer which, in each case, has not been stated expressly in the applicable Token Documentation and Terms between the Issuer and the relevant Participants.
 - (b) Without prejudice to the foregoing:
 - (i) AltDigitize is not responsible for procuring or does not warrant that the Issuers shall comply or have complied with AltDigitize Requirements, the applicable Token Documentation and Terms and/or the related documents; and
 - (ii) AltDigitize makes no representation, warranty or endorsement and undertakes no liability or responsibility with respect to the following:
 - (1) no condition is made or to be implied nor is any warranty given or to be implied as to the sale, purchase, holding, use and/or fulfilment of the Issued Tokens and/or the quantity, quality, safety, legality, reliability and description of the Issuer, Issued Tokens and the assets represented by the Issued Token (as the case may be); and

- (2) the authenticity, validity or accuracy of any document or instrument given, issued, delivered, submitted or lodged by any Issuer at any time. Unless otherwise expressly stated, AltDigitize merely acts as a conduit for the onward transmission of documents or instruments between the Issuers and the Participants, and merely performs the role of operating the AltDigitize Blockchain and the Digital Platform, and shall not be liable or responsible in any way for any negligence, misconduct, fraud, wilful default or any other default, wrongdoing or breach of duty of any Issuer or any Participant; and
- (3) AltDigitize shall not be liable for any Losses suffered or incurred by any Participant arising out of or in connection with any act, inaction, omission, fraud, negligence or insolvency of any Issuer, including any breach or failure to comply with the applicable Token Documentation and Terms.

4.2 Issuance of Issued Tokens

4.2.1 Procedure for the issuance of Issued Tokens to Participants

- (a) Any person seeking admission to the Digital Platform to issue and list security tokens is subject to the Listing Rules and will need to comply with the procedure and requirements set out therein.
- (b) Save as otherwise stipulated under or required by the applicable Token Documentation and Terms, fundraising for a token issuance will be conducted via the Digital Platform in the following manner:
- (c) A Participant eligible for participation in the token issuance will be granted permission to access the Token Documentation and Terms.
- (d) If a Participant wishes to participate in the token issuance (which may occur at or around the time of the initial token offering via the Digital Platform for that class or series of Issued Tokens or at any time thereafter in accordance with the applicable Token Documentation and Terms), the Participant shall, within the relevant time period, submit to AltDigitize (receiving on behalf of the Issuer) a purchase request through the Digital Platform, indicating the desired amount of Issued Tokens such Participant wishes to subscribe for or purchase (such Participant, a **"Token Investor"**, and each purchase request, a **"Purchase Request"**). The Token Investor will need to comply with the procedure and requirements set out in AltDigitize Rules, in addition to these Specific Terms and all other applicable terms.
- (a) The Purchase Request will be deemed to be irrevocable and unconditional upon transmission through the Digital Platform, and the Token Investor will not be able to cancel or amend the Purchase Request thereafter.
- (b) The Purchase Request shall constitute an offer by the Token Investor for the purchase of Issued Tokens at the price specified under the applicable Token Documentation and Terms. An offer may be accepted by the Issuer in whole or in part, and any such acceptance shall constitute a binding agreement for the purchase of the relevant number of Issued Tokens between the Token Investor and the Issuer. For the avoidance of doubt, Issued Tokens are sold by the relevant Issuer, and the applicable Token Documentation and Terms shall constitute an agreement entered into directly and only between the Token Investor and the relevant Issuer.
- (c) Each Participant acknowledges that it has, and for all purposes the Participant shall be deemed to have, personal knowledge of every Purchase Request placed through its trading account in relation to the Issued Tokens, including the bid price, quantity, and any other information which may be entered or otherwise given through the Digital Platform.

- (d) Upon AltDigitize's receipt of the Purchase Request, AltDigitize will process the Purchase Request as follows.
- (i) If the Issuer accepts the Purchase Request (whether in whole or in part) and subject to the relevant conditions for a token issuance being met (including meeting of the soft cap requirements):
 - (ii) the Token Investor shall provide the relevant quantity of the stipulated payment currency to fund the purchase and, in the case of a Purchase Request where the relevant number of Issued Tokens can be ascertained at such time, credited with the relevant number of Issued Tokens (upon which the Issued Token shall be deemed to be issued to such Token Investor); and within two (2) Business Days of the closing of the token offering or such other timeframe as may be stipulated under or required by the applicable Token Documentation and Terms:
 - (A) in the case of a Purchase Request where the relevant number of Issued Tokens could not be ascertained at the point of debiting the relevant quantity of the stipulated currency in the designated bank account to fund the purchase, the Token Investor shall have his Wallet balance reflected on the Digital Platform credited with the relevant number of Issued Tokens;
 - (B) the Issuer's Wallet balance reflected on the Digital Platform will be credited with the applicable quantity of the AltDigitize Tokens (or equivalent value of Tokens minted and issued at such time); and
 - (C) the transaction will be settled on the Digital Platform.

Concurrently, AltDigitize will arrange for the transaction to be recorded on the AltDigitize Blockchain.

- (1) If the Issuer rejects the Purchase Request, the Token Investor's Wallet balance reflected on the Digital Platform will not be credited with the Issued Tokens relating there to and the earmarked payment for the token will be released by AltDigitize.
- (2) At any time prior to the closing of the token offering, the Issuer or AltDigitize may, in its sole and absolute discretion, suspend, extend, truncate, re-open, terminate, withdraw or abort the token offering and where applicable the issuance of the Tokens for any reason whatsoever. The Issued Tokens will not be available for purchase during a period of suspension.
- (3) If the relevant conditions (if any) for a token issuance are not met, AltDigitize shall within three (3) Business Days of the closing of the token offering or such other timeframe as may be stipulated under or required by the applicable Token Documentation and Terms, credit the Token Investor's AltDigitize Wallet balance reflected on the Digital Platform with the relevant quantity of AltDigitize Tokens.

4.2.2 Acknowledgements

- (a) Payment for Issued Tokens purchased from Issuers can only be made using the stipulated currency.
- (b) Each Participant is solely responsible for ensuring the accuracy of the information provided in a Purchase Request.

- (c) Each Participant acknowledges that the Issuer may accept (whether in whole or in part) or reject any Purchase Request in its sole discretion, without regard to the order in time in which they were submitted, the quantum of Issued Tokens sought to be purchased, or any other aspect of the Purchase Request. In submitting a Purchase Request, each Participant agrees that the Issuer reserves all rights to allocate the Issued Tokens to any Token Investor in any manner as the Issuer may deem fit and waives, to the fully extent permitted by law, any claim to any priority of allocation by virtue of any reason whatsoever. The foregoing rights of the Issuer shall be qualified by any contrary indication by the AltDigitize, and in this respect, AltDigitize shall retain the right (but shall not have the obligation) to restrict any of the Issuer's rights for any reason in its sole discretion, including but not limited to platform operational limitations and compliance with applicable laws, regulations, contractual obligations or principles of fairness and transparency.
- (d) Save as set out in Paragraphs 4.3 and 4.4 and in the applicable Token Documentation and Terms, the Issued Tokens (and any purchase, ownership, receipt or possession thereof) carry no other rights, use, purpose, value, attributes, functionalities or features, and do not represent or confer any other ownership right or stake, share, security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to AltDigitize and/or its related corporations and/or the Issuers.
- (e) The validity and expiry of the Issued Tokens shall be as set out in the applicable Token Documentation and Terms and subject to any applicable laws, limitations and conditions set forth thereon.

4.3 Secondary Trading

4.3.1 Procedure for the secondary trading of Issued Tokens

- (a) Where secondary trading is enabled for any Issued Tokens, Participants are able to buy Issued Tokens from another Participant using the stipulated currency or sell Issued Tokens to another Participant in exchange for the stipulated currency, via the Digital Platform, and such trades shall be conducted on the Digital Platform in accordance with AltDigitize Rules and subject to such fees and charges as AltDigitize may impose in relation to such trading.
- (b) Upon submission of the relevant buy order or sell order, the relevant quantity of stipulated currency/Issued Tokens will be earmarked in the relevant Participant's Wallet balance on the Digital Platform until transferred or released by AltDigitize. The relevant Participants submitting the buy order/sell order acknowledge that they have personal knowledge of every buy order/sell order placed through its trading account in relation to the Secondary Trading of the Issued Tokens, including the price, quantity, type of order, and any other information which may be entered or otherwise given through the Digital Platform.
- (c) Without prejudice to AltDigitize's right to reverse trades in accordance with AltDigitize Rules, once a trade has been validated and settled on the Digital Platform, it will then be recorded on the AltDigitize Blockchain. The following actions take place instantaneously and simultaneously for recording purposes:
 - (i) in respect of the Participant who had placed the buy order, the applicable quantity of AltDigitize Tokens will be debited from his Wallet and the applicable quantity of the relevant Issued Tokens will be credited into his Wallet; and
 - (ii) in respect of the Participant who had placed the sell order, the applicable quantity of the relevant Issued Tokens will be debited from his Wallet and the applicable quantity of AltDigitize Tokens will be credited into his Wallet.
- (d) AltDigitize shall within one (1) Business Day of any executed trade provide a confirmation note to the relevant Participant which contains information relating to the

name and quantity of Issued Tokens and AltDigitize Tokens credited to or debited from such Participant's Wallet.

- (e) AltDigitize shall provide to each Participant on the Digital Platform, a record of the transactions effected with such Participant's account and the account balances in respect of the Issued Tokens in such Participant's Wallet as at that date.
- (f) Each Participant is under a duty to notify AltDigitize if any errors, irregularities or discrepancies exist in any of the records on the Digital Platform in accordance with Paragraph 4.3.1(d) and Paragraph 4.3.1(e). If such errors, irregularities or discrepancies are not notified to AltDigitize within (i) five (5) Business Days from the date of the publication referred to in Paragraph 4.3.1(d); and (ii) 10 Business Days from the date of the publication referred to in Paragraph 4.3.1(e), said digital record shall be deemed to be conclusive and binding on such Participant for all purposes and such Participant shall not thereafter be entitled to raise any objection thereto. (g) Any Participant seeking to trade Issued Tokens is subject to AltDigitize Rules and will need to comply with the procedure and requirements set out therein.

4.3.2 Acknowledgements

- (a) Payment for Issued Tokens purchased from other Participants can only be made using the stipulated currency.
- (b) Save as set out in this Paragraph 4.3 and Paragraph 4.4 below and in the applicable Token Documentation and Terms, the Issued Tokens (and any purchase, ownership, receipt or possession thereof) carry no other rights, use, purpose, value, attributes, functionalities or features, and do not represent or confer any other ownership right or stake, share, security or equivalent rights, or any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to AltDigitize and/or its related corporations and/or the Issuers.
- (c) The validity and expiry of the Issued Tokens shall be as set out in the applicable Token Documentation and Terms and subject to any applicable laws, limitations and conditions set forth thereon.

4.4 Use of Issued Tokens

- 4.4.1 Each Participant and Issuer undertakes, represents and warrants that it may only deal with the Issued Tokens subject to the applicable Token Documentation and Terms and in accordance with AltDigitize Requirements. Each Participant and Issuer acknowledges and agrees that the Issued Tokens may only be transferred via the Digital Platform.

4.5 Withdrawal of Issued Tokens

- 4.5.1 Issued Tokens are not permitted to be withdrawn from any Investor Wallet.

4.6 Burning of Issued Tokens and Materialisation Event

4.6.1 Procedure for the burning of Issued Tokens

- (a) **Delistings:**
 - (i) A delisting of any Issued Tokens may occur in the following circumstances:
 - (1) the Issuer wishes to delist any class or series of Issued Tokens and achieves the requisite level of acceptance as specified in the Listing Rules or the applicable Token Documentation and Terms for a voluntary token delisting to take place and all other applicable requirements for such a delisting are met;
 - (2) the requisite percentage of Participants holding any class or series of Issued Tokens have, in accordance with the applicable Token Documentation and Terms, exercised their rights to opt for a token delisting to occur and all other applicable requirements for such a delisting are met; or

- (3) the Issuer is required to delist any class or series of Issued Tokens by AltDigitize and all applicable requirements for such a delisting are met.
- (ii) Where a token buy-back offer is being conducted in conjunction with a delisting:
 - (1) the Issuer shall, at least two (2) Business Days prior to the settlement date for such token buy-back offer, deposit into the bank account designated by AltDigitize, the aggregate Funding Amount for the full quantity of AltDigitize Tokens required for the token buy-back (or additional quantity of the stipulated currency if the Issuer already holds the stipulated currency in its Wallet) in accordance with Paragraph 5.2.1(a). AltDigitize will process the aggregate Funding Amount in accordance with the stipulated currency terms described in Paragraph 5.2.1; and once the Issuer has sufficient stipulated currency in its AltDigitize Wallet to fund the token buy-back offer and met all other relevant conditions, the Issuer shall notify AltDigitize and if not already announced, announce to the Participants the token delisting date via the Digital Platform.
- (iii) On the token delisting date:
 - (1) each affected Participant's Wallet balance on the Digital Platform will be debited with the applicable quantity of Issued Tokens subject to the delisting, and, where a token buy-back offer is being conducted in conjunction with a delisting, credited with a commensurate stipulated currency amount in accordance with any accepted token buy-back offer;
 - (2) where a token buy-back offer is being conducted in conjunction with a delisting, the Issuer's will fund the amount of stipulated currency to fund the token buy-back offer;
 - (3) the transaction will be settled on the Digital Platform, after which the relevant Issued Tokens shall be deemed to have been burnt.

Concurrently, AltDigitize will arrange to burn the applicable quantity of the Issued Tokens and for the transaction to be recorded on the AltDigitize Blockchain.

- (b) **Purchase and cancellation of Issued Tokens:** In the event the Issuer wishes to purchase and cancel one (1) or more Issued Tokens:
 - (i) the Issuer may offer to purchase Issued Tokens from Participants or invite Participants to sell their Issued Tokens to the Issuer via the Digital Platform, and the Issuer shall, at least two (2) Business Days prior to executing any trade, deposit into the bank account designated by AltDigitize, the aggregate Funding Amount for the full quantity of the stipulated currency required for the token purchase (or additional quantity of AltDigitize Tokens if the Issuer already holds the stipulated currency in its AltDigitize Wallet) in accordance with Paragraph 5.2.1(a). AltDigitize will process the aggregate Funding Amount in accordance with the Fiat Token Exchange terms described in Paragraph 5.2.1;
 - (ii) without prejudice AltDigitize's right to reverse trades in accordance with AltDigitize Rules, once a trade has been executed and all other relevant conditions imposed by AltDigitize are met:
 - (1) such trade is settled on the Digital Platform, being: in respect of the Issuer, the applicable quantity of the stipulated currency will be debited from the Issuer's Wallet balance on the Digital Platform (inclusive of such fees and charges as AltDigitize may impose in

relation to such trading) and the applicable quantity of the relevant Issued Tokens will be credited into the Participant's Wallet balance on the Digital Platform; and in respect of the Participant, the applicable quantity of the relevant Issued Tokens will be debited from the AltDigitize Wallet balance on the Digital Platform and the applicable quantity of the stipulated currency will be credited into his Wallet balance on the Digital Platform; and

AltDigitize shall thereafter cause the transaction to be recorded on the AltDigitize Blockchain as well as burn the applicable quantity of the Issued Tokens.

(c) Redemption of Issued Tokens:

- (i) Subject to the applicable Token Documentation and Terms, in the event the Issuer wishes to redeem one (1) or more Issued Tokens (whether on, or in advance of, the maturity date of the relevant Issued Tokens):
 - (1) in the case of a partial redemption of Issued Tokens by an Issuer, the allocation of Issued Tokens which will be redeemed from Participants holding relevant Issued Tokens will be in accordance with the following logic:
 - (I) first, on a pro-rata allocation basis based on the proportion that each Participant's holding of relevant Issued Tokens bears to the entire quantity of outstanding relevant Issued Tokens, rounded down to the nearest minimum increment of the relevant Issued Token;
 - (II) second, on an equal allocation basis amongst the Participants with the highest outstanding holding of relevant Issued Tokens, rounded down to the nearest minimum increment of the relevant Issued Token; and
 - (III) thereafter, should any relevant Issued Tokens remain to be redeemed, on a random allocation basis amongst the Participants;
 - (2) the Issuer shall, at least two (2) Business Days prior to the date scheduled for redemption, deposit into the bank account designated by AltDigitize, the aggregate Funding Amount for the full quantity of the stipulated currency required for the token redemption (or additional quantity of AltDigitize Tokens if the Issuer already holds AltDigitize Tokens in its AltDigitize Wallet) in accordance with Paragraph 5.2.1(a). AltDigitize will process the aggregate Funding Amount in accordance with the Fiat Token Exchange terms described in Paragraph 5.2.1;
 - (3) once the Issuer has sufficient amount of stipulated currency in its AltDigitize Wallet or nominated AltDigitize Bank Account to fund the token redemption and met all other relevant conditions imposed by AltDigitize, the Issuer shall notify AltDigitize and announce to the Participants the token redemption date via the Digital Platform; and
 - (4) on the token redemption date:
 - (I) each affected Participant's Wallet balance to be redeemed will be debited with the applicable quantity of Issued Tokens, and Participant's bank account credited with the commensurate amount of stipulated currency (in accordance with the applicable Token Documentation and Terms concerning the token redemption);

- (II) the Issuer's Wallet balance will be debited with the amount of stipulated currency to fund the token redemption; and the transaction will be settled on the Digital Platform and recorded after which the relevant Issued Tokens shall be deemed to have been burnt.

Concurrently, AltDigitize will arrange to burn the applicable quantity of Issued Tokens and for the transaction to be recorded on the AltDigitize Blockchain.

(ii) Subject to the applicable Token Documentation and Terms, in the event a Participant wishes to redeem one (1) or more Issued Tokens (whether on, or in advance of, the maturity date of the relevant Issued Tokens), such Participant shall, within the relevant time period and in the manner stipulated under or required by the applicable Token Documentation and Terms, submit a redemption request via the Digital Platform ("**Redemption Request**") and:

- (1) the Issuer shall, at least two (2) Business Days prior to the date scheduled for crediting of the relevant Participants bank accounts in respect of such redemption, deposit into the bank account designated by AltDigitize, the aggregate Funding Amount for the full quantity of the stipulated currency required for the token redemption (or additional quantity of AltDigitize Tokens if the Issuer already holds AltDigitize Tokens in its AltDigitize Wallet) in accordance

with Paragraph 5.2.1(a). AltDigitize will process the aggregate Funding Amount in accordance with the Fiat Token Exchange terms described in Paragraph 5.2.1;

- (2) once the Issuer has sufficient stipulated currency balance in the AltDigitize nominated bank account to fund the token redemption and met all other relevant conditions imposed by AltDigitize, the Issuer shall notify AltDigitize; and

- (3) on the token redemption date or such other date as may be stipulated under or required by the applicable Token Documentation and Terms:

- (i) each affected Participant's Wallet balance will be debited with the applicable quantity of Issued Tokens, and Participant's bank account credited with the commensurate amount of stipulated currency (in accordance with the applicable Token Documentation and Terms concerning the token redemption);

- (ii) the Issuer's Wallet balance on the Digital Platform will be debited with the number of stipulated currency to fund the token redemption if the stipulated currency is a stable coin; and

- (iii) the transaction will be settled on the Digital Platform.

- (4) Concurrently, AltDigitize will arrange to burn the applicable quantity of Issued Tokens and for the transaction to be recorded on the AltDigitize Blockchain. (d) **Materialisation Event**

- (i) In the event that any class or series of Issued Tokens are to be delisted from the Digital Platform where:

- (1) required by AltDigitize;
- (2) the Digital Platform is unable to operate arising from any reason whatsoever; or

- (3) the Issued Tokens are to be delisted in accordance with applicable Token Documentation and Terms, and the Issuer does not conduct a token buy-back offer in conjunction with such delisting or the Issuer conducts a token buy-back offer

and the token buyback offer is not accepted by all Participants holding the relevant Issued Tokens ("**Materialisation Event**"):

- (I) definitive certificates evidencing the rights and obligations contained in the terms and conditions in relation to the relevant Issued Tokens, in such form as the Issuer may determine, shall be issued by the Issuer to the Participants holding the relevant Issued Tokens at such ratio and on such other terms and conditions as the Issuer may determine, such terms to be notified to AltDigitize and the Participants; or
 - (II) in the case where the Issued Tokens are Depositary Tokens, AltDigitize may at its option or with its approval, and subject to applicable conditions, conduct a CFP Transfer.
- (i) In connection with a Materialisation Event, the Issuer shall:
- (1) notify AltDigitize of the Materialisation Event; and
 - (2) provide AltDigitize with the number of relevant Issued Tokens subject to the Materialisation Event held in each Participant's Wallet.

On the date scheduled for such actions:

- (3) each affected Participant's Wallet balance containing such Issued Tokens subject to the Materialisation Event will be debited with the applicable quantity of Issued Tokens subject to the Materialisation Event; and
- (4) the transaction will be settled on the Digital Platform.

Concurrently, AltDigitize will arrange to burn the applicable quantity of Issued Tokens and for the transaction to be recorded on the AltDigitize Blockchain.

4.7 Replacement of Issued Tokens

4.7.1 AltDigitize is under no obligation to issue any replacement tokens in the event that any Issued Tokens, password or private keys are lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

4.8 Custody of Issued Tokens

4.8.1 Each Participant elects a custodian for the issued tokens to that Participant's wallet. Should AltDigitize agree to act as custodian of the Issued Tokens received via the AltDigitize Wallet from time to time by AltDigitize on account of the Participant, and to provide other ancillary services from time to time (including those set out in these Specific Terms), each in accordance with these Specific Terms. The appointment, and any authorisation in connection with such appointment, shall be effective from the issuance of the AltDigitize Wallet until the termination of such AltDigitize Wallet by AltDigitize (save that in the event there are balance Issued Tokens Held by the Participant after the relevant Termination Date, until the date on which the total Issued Token balance becomes zero).

4.8.2 As further provided in Paragraph 6 below, AltDigitize operates the AltDigitize Wallets, and issues each Participant with a unique AltDigitize Wallet in such Participant's name.

- (a) The portion of the AltDigitize Wallet which holds the Issued Token of a Participant shall, on AltDigitize's books and records, be opened, maintained and designated as a custody account held on trust for such Participant.
- (b) In relation to the Issued Tokens stored in an AltDigitize Wallet, such Issued Tokens are held by AltDigitize on behalf of and for the account of the relevant Participant who has been issued such AltDigitize Wallet, and are segregated from the Issued Tokens of other persons (including AltDigitize and other Participants).

4.8.3 Each Participant hereby authorises AltDigitize to, and AltDigitize shall:

- (a) hold the Issued Tokens of the Participant which are received in the AltDigitize Wallet by AltDigitize on account of such Participant;
- (b) accept delivery of the Issued Tokens in the AltDigitize Wallet from Issuers pursuant to Direct Issuances and from Participants pursuant to Secondary Trading;
- (c) earmark the relevant quantity of Issued Tokens in connection with a sell order of the Participant for the purposes of Secondary Trading;
- (d) transfer, exchange or deliver the Issued Tokens (in full or in part) stored in the AltDigitize Wallets only as follows:
 - (i) upon the sale of the Issued Token(s) and receipt of payment thereof in the form of AltDigitize Tokens, in accordance with the Instructions;
 - (ii) in exchange for or upon surrender and conversion into other securities or cash pursuant to a plan of merger, consolidation, reorganisation, recapitalisation or readjustment;
 - (iii) upon conversion of the Issued Tokens pursuant to the applicable Token Documentation and Terms into other securities;
 - (iv) upon the exercise of subscription, purchase or other similar rights represented by the Issued Tokens;
 - (v) as otherwise required or permitted pursuant to these Specific Terms and the other Exchange Requirements or any applicable laws; or
 - (vi) as otherwise directed pursuant to the Instructions; and (e) take the following actions in relation to the Issued Tokens:
 - (i) forward or make available promptly to the Participant, via the Digital Platform, all notices and other communications relating to the Issued Tokens received by AltDigitize and inform the Participant of any rights or rights entitlements attached to or otherwise arising from the Issued Tokens and seek the Participant's instructions; and
 - (ii) where applicable, facilitate the payment (with AltDigitize Tokens) of dividends, interest payments and other entitlements, to Participants that hold the relevant Issued Tokens.

4.8.4 Instructions

- (a) It is the responsibility of each Participant and Issuer to ensure that any information requested or required by AltDigitize to carry out the Participant/Issuer's Instructions is complete, clear and accurate.
- (b) All Instructions shall be given in English.
- (c) AltDigitize maintains on the Site and/or Digital Platform a list of cut-off times in relation to certain types of Instructions. Where AltDigitize receives an Instruction after a cutoff time, AltDigitize will use reasonable efforts to act on the Instruction on the day requested or as soon as practicable on the next Business Day, but shall incur no liability if, having exercised reasonable efforts to act on the Instructions, it is not able to do so.
- (d) Without prejudice to the General Terms and Paragraphs 7.1.6(b), 7.1.6(c) and 7.1.6(d), all Instructions provided to AltDigitize, whether or not via the Digital Platform, shall continue in full force and effect, and AltDigitize shall be entitled to act upon and rely on all such Instructions as having been fully authorised by and binding on the Participant/Issuer, until notice of any change is received and acknowledged by AltDigitize, whether or not via the Digital Platform..
- (e) AltDigitize may in its sole discretion refuse to accept or act on any Instruction. Should AltDigitize be unable to process any Instruction received from a Participant/Issuer (whether due to its refusal or otherwise), AltDigitize shall, to the extent practicable,

promptly inform the Participant/Issuer . For the avoidance of doubt and without prejudice to the generality of any other limitation on liability, AltDigitize shall not be liable for any Losses incurred as a result of refusing or otherwise being unable to act on any Instruction.

- (a) An Instruction (including any purchase request or buy or sell order) given in any medium whatsoever may fail to settle and/or be rejected in whole or in part. AltDigitize shall not be liable for any Losses suffered by the Participant/Issuer or any person as a result of any such failure to settle and/or rejection. If the Instructions are or are regarded by AltDigitize in its discretion to be ambiguous, contradictory or conflicting, AltDigitize may regard these Instructions as void or if it executes them according to its discretion as to what such Instructions mean, the relevant Participant/Issuer agrees to indemnify AltDigitize against all Losses suffered by AltDigitize as a result of AltDigitize so acting in accordance with such Instructions.

4.8.5 **Information relating to the custody of Issued Tokens:** AltDigitize will make available (upon request) to each Participant on the Digital Platform a record of the transactions performed or other actions taken by AltDigitize in respect of the Issued Tokens stored in such Participant's AltDigitize Wallet.

4.8.6 **Lien and rights of set-off**

- (a) In addition to any lien, rights of set-off and any other rights to which AltDigitize may be entitled under any applicable law, each Participant grants AltDigitize, and AltDigitize shall have, a general lien over the Issued Tokens in the relevant Wallet in respect of all sums properly due and payable to AltDigitize by the Participant (whether actual, contingent, present or future) or to any of the AltDigitize's related corporations by the Participant under these Specific Terms or other Exchange Requirements. Notwithstanding any other provision of these Specific Terms or other AltDigitize Requirements, and without prejudice to any right or power which AltDigitize might have otherwise than under these Specific Terms or other AltDigitize Requirements, AltDigitize shall not be obliged to act upon Instructions (including the delivery of any Issued Tokens to any person) and may withhold redelivery to the Participant or to the Participant's order of any or all Issued Tokens until all the amounts due and owing to AltDigitize have been paid in full.
- (b) Without prejudice to any other right or remedy which AltDigitize or any of its related corporations may have under the terms of these Specific Terms or other AltDigitize Requirements or otherwise, AltDigitize is entitled to appropriate, sell, transfer or assign or otherwise realise the value of all or any part of the Issued Tokens in such manner and at such price as AltDigitize may deem expedient without being responsible for any Losses the Participant may suffer as a result and to apply the net proceeds thereof in or towards payment or discharge of any of the obligations described in Paragraph 4.8.6(a).
- (c) Without prejudice to any rights which AltDigitize may have under applicable law, AltDigitize shall have the right at any time to, upon notice to the Participant via the Digital Platform, set off any payment obligation owed to AltDigitize or to any of AltDigitize's related corporations by the Participant under these Specific Terms or other AltDigitize Requirements against any payment obligation (whether actual, contingent, present or future) owed by AltDigitize to the Participant regardless of the place of payment or currency of either obligation (and for such purpose may make any currency conversion necessary at current market rates as determined by AltDigitize at its sole discretion) whether or not relating to or arising under these Specific Terms or other Exchange Requirements. If any obligation is unliquidated or unascertained, AltDigitize may set off an amount estimated by it in good faith to be the amount of that obligation.

4.8.7 **Fees and expenses:** Save as otherwise agreed between AltDigitize and any Participant, there will be no additional fees and/or charges imposed by AltDigitize for the custody services provided by AltDigitize in relation to the Issued Tokens.

4.8.8 Without prejudice to the generality of Paragraph 10.3, AltDigitize may delegate any part or

parts of its responsibilities for the performance of the custodial services. In the event of any such delegation, AltDigitize shall promptly notify the Participants via the Digital Platform, of the identity of such delegate and of any change in such persons.

- 4.8.9 Without prejudice to the generality of Paragraph 10.4, AltDigitize may assign or transfer its rights, obligations or duties under this Paragraph 4.8 or any part thereof.
- 4.8.10 In acting as custodian of the Issued Tokens, AltDigitize is not acting in a fiduciary or advisory capacity to any Participant, and assumes no duties or obligations other than those expressly set out in this Paragraph 4.8. Accordingly, AltDigitize owes no fiduciary or other obligations to any Participant in relation to its investment decisions to hold, buy or sell any Issued Tokens, and in particular AltDigitize is not making any recommendations to each Participant or advising a Participant on the suitability of any transactions that the Participant may enter into to purchase any Issued Tokens, nor providing any advice to the Participants in relation to an Issuer, any Issued Tokens or otherwise. Each Participant should make its own assessment based on its own judgment, investigation, due diligence and advice from such advisers as each Participant has deemed necessary, and have satisfied itself concerning the relevant tax, legal, accounting, currency and other economic consideration relevant to an investment in the Issued Tokens. Each Participant further understands, acknowledges and agrees that:
- (a) an investment in the Issued Tokens (including without limitation any Issued Tokens with a derivative element and/or underlying instrument or which are otherwise complex products) involves a considerable degree of risk and that the Issued Tokens are a speculative investment;
 - (b) it has sufficient knowledge, sophistication and experience in financial and business matters and is capable of evaluating the merits and risks of its investment in the Issued Tokens, is aware of and has considered the financial risks and financial hazards of investing in the Issued Tokens; and
 - (c) it has the ability to bear the economic risk of its investment in the Issued Tokens, has adequate means of providing for its current and contingent needs, has no need for liquidity with respect to its investment in the Issued Tokens, and is able to sustain a complete loss of its investment in the Issued Tokens.

5. Trading Account and Wallet

5.1 General

- 5.1.1 The trading accounts are issued and operated by AltDigitize, and may only be used on the Digital Platform in accordance with these Specific Terms.
- 5.1.2 The only rights granted in respect of a trading account are as expressly set out in these Specific Terms, and subject to any applicable laws, limitations and conditions set forth thereon.

5.2 Issuance of Trading Accounts

- 5.2.1 Upon the successful onboarding as a Participant/Issuer, each Participant/Issuer will be issued a unique trading account which will remain valid unless terminated by AltDigitize. All deliveries of Issued Tokens are made directly to the relevant Participant/Issuer's Wallet or trading account (as the case may be).

5.2.2 Acknowledgements

- (a) Each Participant/Issuer is solely responsible for:
 - (i) the respective Wallet and all Tokens stored therein and all activities and transactions undertaken/taking place under using such trading account, whether authorised by such Participant/Issuer or not. Any action performed from a trading account shall be treated by AltDigitize as the action of the relevant Participant/Issuer acting solely on its own behalf, whether authorised by such Participant/Issuer or not, and such Participant/Issuer agrees to honour all activities and transactions (including orders/requests) undertaken/taking place under using such trading account and/or Wallet;
 - (ii) implementing all reasonable and appropriate measures for securing the trading account and/or Wallet, including any requisite password(s) or other

- credentials necessary to access the same. If any password (s) or other access credentials are lost, such Participant/Issuer may lose access to the Tokens; and
- (iii) ensuring that the trading account and Wallet is used in accordance with these Specific Terms. Transactions involving the trading account and Wallet (including the transfer of any Tokens) can only be carried out in conjunction with a request or instruction by or on behalf of such Participant/Issuer via the trading account.
- (b) Each Participant/Issuer undertakes not to share or use on behalf of another person, its trading account and Wallet. A Participant/Issuer shall only trade as principal for its own account and may not trade for and on behalf of any other person. Each Participant/Issuer without the prior written consent of AltDigitize may not assign, charge or encumber any trading account or Wallet or its rights therein, or create or permit to create, in favour of any person (other than AltDigitize) any interest by way of trust or otherwise in any trading account or Wallet. AltDigitize shall not be required to recognise any person other than the relevant Participant/Issuer as having any interest in any trading account or Wallet.
- (c) Save as set out in these Specific Terms, the trading accounts and Wallets (and any ownership, receipt or possession thereof) carry no other rights, use, purpose, value, attributes, functionalities or features, and do not represent or confer any right to receive future revenue shares, intellectual property rights or any other form of participation in or relating to AltDigitize and/or its related corporations.

5.3 Use of trading accounts and Wallets

- 5.3.1 Each Participant/Issuer undertakes, represents and warrants that, it may only use the:
- (a) trading account for the sole purpose of making buy and sell orders for Issued Tokens; and
- (b) Wallet for the sole purpose of making/receiving payment for the purchase/sale of Issued Tokens from/to Issuers/Participants via the Digital Platform (including payment for any ancillary fees imposed by AltDigitize) and where applicable, in relation to the payment of dividends, interest payments and other entitlements, to Participants that hold the relevant Issued Tokens
- 5.3.2 Each Participant/Issuer acknowledges and agrees that the trading account and Wallet may not be transferred or sold to any person (including other Participants and Issuers).
- 5.3.3 AltDigitize may impose limits in relation to the trading account and Wallet, including any limits on the orders and/or requests that may be made via the trading account and the amount of Issued Tokens that may be held in a Wallet and on the transactions undertaken using a Wallet.

5.4 Suspension or termination of trading accounts

- 5.4.1 AltDigitize shall terminate a Participant's trading account upon request from such Participant. AltDigitize shall only process such requests if there are no Issued Tokens in such Participant's Wallet, or other Tokens in such Participant's trading account.
- 5.4.2 AltDigitize may, at its discretion, suspend/terminate a Participant/Issuer's trading account with immediate effect (or with effect from such later time as AltDigitize may determine), including:
- (a) where such Issuer has withdrawn from the Digital Platform or has been suspended or expelled from the Digital Platform;
- (b) where AltDigitize determines that the Participant/Issuer does not meet the continuing obligations required of a Participant/Issuer;
- (c) where AltDigitize determines that the Participant/Issuer has contravened these Specific Terms or other AltDigitize Requirements or any applicable laws or regulations;
- (d) in the event of death, bankruptcy, winding up or insolvency of the Participant/Issuer (as the case may be);

- (e) where AltDigitize is required or deems it necessary to comply with applicable laws and regulations; and/or
- (f) where AltDigitize is no longer licensed, approved, registered (or otherwise exempt from licensing, approval and/or registration requirements) to conduct regulated activities.

5.4.3 In the event of a suspension/termination pursuant to Paragraph 5.4.2:

- (a) AltDigitize shall notify the Participant/Issuer of the effective date of suspension (“**Suspension Date**”) or the effective date of termination (“**Termination Date**”) via the Digital Platform or such other means as AltDigitize may determine;
- (b) the Participant acknowledges and accepts that in the event of termination: (i) such Participant shall, prior to the Termination Date;
 - (1) use best endeavours to participate in Secondary Trading so as to divest as many Issued Tokens as possible;

subject to any applicable laws, limitations and conditions set forth thereon and AltDigitize Requirements;
 - (ii) on and from the Termination Date, such Participant/Issuer will not be able to access and/or use the trading account and Wallet, and/or any Tokens save that in the event there are balance Issued Tokens held by or on behalf of the Participant/Issuer after the Termination Date:
 - (1) such Participant/Issuer grants AltDigitize, and AltDigitize shall have, the right to submit sell orders for and on behalf of such Participant/Issuer for the purpose of divesting balance Issued Tokens, and such Participant/Issuer agrees and acknowledges that AltDigitize is entitled to sell such balance Issued Tokens on such terms and to such party as it thinks fit and that AltDigitize shall not be liable for any loss upon such sale;
 - (2) such Participant/Issuer is permitted to submit sell orders solely for the purpose of divesting balance Issued Tokens. Such Participant/Issuer shall be required to pay to AltDigitize a monthly custodial fee of an amount prescribed by AltDigitize on the Digital Platform from time to time, for the duration commencing on the Termination Date and ending on the date on which the total Issued Token balance becomes zero, without pro-rata for any partial month; and
 - (ii) on the Termination Date:
- (b) the Participant/Issuer acknowledges and accepts that in the event of suspension and on and from the Suspension Date:
 - (i) such Participant/Issuer will not be able to access and/or use the trading account, and/or any Tokens (including undertaking any trades using the trading account);
 - (ii) all pending Instructions, Withdrawal Requests, Purchase Requests and any pending buy order or sell order will be cancelled; and
 - (iii) the Participant/Issuer shall act in accordance with the directives of AltDigitize in relation to any outstanding obligations of such Participant/Issuer, and any Tokens in such Participant/Issuer’s trading account and Wallet.

5.4.4 Notwithstanding the termination of a Participant/Issuer’s trading account, the former Participant/Issuer remains liable to AltDigitize and other relevant persons (including other Participants or Issuers) for any liabilities incurred during the period he held a trading account.

5.5 Foreign Currency Exchange Transactions on the Digital Platform

5.5.1 Each Participant agrees and acknowledges that, in respect of any foreign currency exchange transactions (“**FX Transactions**”) on the Digital Platform:

- (a) it is acting as principal in entering into each FX Transaction;
- (b) it is entering into the FX Transaction(s) at its sole risk, based on its own judgment and not in reliance of any statements or representations of AltDigitize;
- (c) it understands that FX Transactions are being offered as a service incidental to the regulated activities conducted on the Digital Platform;
- (d) it understands and is able to assume the risk of loss associated with FX Transactions;
- (e) it acknowledges that any prices quoted in respect of a FX Transaction request is only valid for such time as determined by AltDigitize in their sole and absolute discretion) and may change in a rapidly changing market by the time an order is placed; and
- (f) it notes that AltDigitize may benefit from the execution of the FX Transactions. Although there may not appear to be any explicit charges, any fees and charges, hedging arrangements or costs for operational and administrative purposes as well as profit margin, if any, are inherently contained in and subsumed into the calculation of the variables under the FX Transaction.

5.5.2 All FX Transactions on the Digital Platform shall be subject to the following additional terms and conditions: each FX Transaction made shall be irrevocable and cannot be cancelled or changed by a Participant; AltDigitize reserves the right to quote different exchange rate(s) in respect of FX Transactions on the Digital Platform. Any exchange rate(s) quoted by AltDigitize shall not be binding on AltDigitize unless confirmed by AltDigitize and shall be binding upon the Participant once accepted; FX Transaction request(s) may not be executed instantaneously, and AltDigitize will not be liable for any Losses that a Participant may incur, including any loss of opportunity;

- (a) AltDigitize may without notice or liability to Participants temporarily suspend any price quotation, submission of FX Transaction requests, order execution or other FX Transaction services on the Digital Platform if there are volatile market conditions and it reasonably considers such suspension would be in its best interest;
- (b) if AltDigitize determines that, within a reasonable timeframe following execution of a FX transaction, such FX transaction is executed erroneously as a result of specific market circumstances, system manipulations, a technical failure of the Digital Platform or a technical failure or the unavailability of our partner’s FX systems, it reserves its right to cancel, rescind or modify the price of such FX transaction; and
- (c) AltDigitize shall not be responsible or liable for any Losses and shall cease to make available the FX Transaction facilities on the Digital Platform in the event of any of the following:
 - (i) insufficient AltDigitize Fiat Tokens in the Participant’s AltDigitize Wallet;
 - (ii) insufficient fiat currency in the Participant’s Designated Bank Account;
 - (iii) a technical failure of the Digital Platform;
 - (iv) a technical failure or the unavailability of our partner’s FX systems; and
 - (v) any other act or circumstances beyond the control of AltDigitize preventing a FX Transaction from being carried out.

6. Further acknowledgements

6.1 Each Participant/Issuer agrees and acknowledges that:

6.1.1 such Participant/Issuer has carefully reviewed and understood the provisions of AltDigitize

Requirements and (in the case of a Participant) the applicable Token Documentation and Terms in relation to the Issued Tokens, and:

- (a) have the full power, authority and capacity to comply with such provisions; and
 - (b) by acquiring any Issued Tokens, be deemed to have read, understood and agreed to all the representations, warranties and covenants in the Token Documentation and Terms, including such representations, warranties and covenants as may apply to it as (or as though it were) the relevant subscriber, beneficial owner, investor, and end investor (howsoever described) therein.
- 6.1.2 such Participant/Issuer has sufficient understanding of technical and business matters (including those that relate to AltDigitize), cryptographic tokens, token storage mechanisms (such as token wallets), and blockchain technology to understand and to appreciate the risks associated with and implications of the issuance, creation and/or distribution of the trading account, AltDigitize Wallet and Tokens (including as disclosed and explained in Paragraph 7.2) and/or performing any actions in connection with the trading account, AltDigitize Wallet and Tokens;
- 6.1.3 such Participant/Issuer is solely responsible for maintaining sufficient and immediately available:
- (a) Issued Tokens in their Wallets for the purpose of participating in Direct Issuances, undertaking Secondary Trading, paying any ancillary fees imposed by AltDigitize and/or carrying on any permitted activities on the Digital Platform; and acknowledges that insufficient balance may result in such Participant/Issuer not being able to proceed with an Instruction or order/request/action;
- 6.1.4 nothing contained herein should be construed as granting, by implication, estoppel or otherwise, any licence or right for the Digital Platform, trading account, AltDigitize Wallet and/or Tokens to be used for illegal, unlawful, fraudulent, unethical, or unauthorised purposes or to promote or facilitate any illegal, unlawful, fraudulent, unethical or unauthorised activities;
- 6.1.5 each Participant/Issuer shall not engage in and/or use or otherwise deal with the Digital Platform, trading account, Wallet and/or Tokens, whether directly or indirectly, in a way that will result in AltDigitize being in breach or non-compliance with applicable laws or otherwise be detrimental to the interests, integrity and reputation of AltDigitize;
- 6.1.6 in relation to the services provided by AltDigitize in connection with the Digital Platform
- (a) **Authorisations:** Each Participant/Issuer authorises AltDigitize to perform the services in the manner described in these Specific Terms and the other AltDigitize Requirements, including the minting and burning tokens, conducting settlements via smart contracts and debiting and crediting the relevant Wallets and accounts;
 - (b) **Conclusiveness:** Each Participant/Issuer agrees and acknowledges that any records created and maintained by AltDigitize of the communications, transactions, Instructions or operations made or performed, processed or effected through the Digital Platform trading account, and/or Wallet or in relation to the Digital Platform, trading account, AltDigitize Wallet, Tokens, by such Participant/Issuer or any person purporting to be such Participant/Issuer, acting on behalf or purportedly acting on behalf of such Participant/Issuer, with or without the consent of such Participant/Issuer, shall be binding on such Participant/Issuer for all purposes whatsoever and shall be conclusive evidence of such communications, transactions, instructions or operations;
 - (c) **No duty to enquire:** Each Participant/Issuer agrees and acknowledges that AltDigitize shall not be under any duty to enquire into, investigate or ascertain whether any Instruction, request or transaction is authentic, legal, valid or enforceable (as the case may be), whether any transaction or the underlying contract connected with such transaction is void or voidable, or whether any transaction is permitted under the applicable Token Documentation and Terms. AltDigitizes shall be entitled to assume that all Instructions, requests or transactions are authentic, legal, valid and enforceable (as the case may be), that all transactions and the underlying contracts connected with such transactions are not void or voidable, and that all transactions are permitted under the relevant Token Documentation and Terms, and AltDigitize

shall be under no duty to reject, reverse, adjust or modify any instruction, request or transaction by reason that it was not legal, valid or enforceable, that any transaction or the underlying contract connected with such transaction is void or voidable, or that any transaction is not permissible under the relevant Token Documentation and Terms. Notwithstanding the foregoing, where AltDigitize seeks verification, confirmation or clarification of any Instruction, request or transaction received, it shall not be liable to the Participant/Issuer for any Losses whatsoever in relation to any delay resulting from AltDigitize seeking verification, confirmation or clarification or from any refusal to act where AltDigitize does not receive in its discretion satisfactory confirmation or clarification of such instruction, request or transaction; and

- (d) **Actual or purported use or access, instructions or communications:** Without prejudice to the generality of the relevant provisions in the General Terms, each Participant/Issuer agrees and acknowledges that any use or purported use of or access to or purported access to the Digital Platform, trading account, AltDigitize Wallet, Tokens, and any information, data, Instructions or communications, whether or not authorised by such Participant/Issuer, referable to the relevant Username and Password (as defined in the General Terms) shall be binding upon such Participant/Issuer and deemed to be: (i) use of or access to the Digital Platform, trading account, AltDigitize Wallet, Tokens, and/or AltDigitize Digital Services by such Participant/Issuer; and/or (ii) information, data, Instructions or communications transmitted and validly issued by such Participant/Issuer. AltDigitize shall be entitled (but not obliged) to act upon, rely on and/or hold such Participant/Issuer solely responsible and liable in respect thereof as if the same were carried out, transmitted or validly issued by such Participant/Issuer;

- 6.1.7 in relation to electronic communications through third-party messaging services or platforms:
- (a) electronic communications using third-party messaging services or platforms may not be secure, virus-free or successfully delivered to their intended recipient. If a Participant/Issuer communicates with AltDigitize using third-party messaging services or platforms, such Participant/Issuer shall assume all risks that such communications between a Participant/Issuer and AltDigitize may be intercepted, not received, delayed, corrupted or received by persons other than the intended recipient;
- (b) all communications using third-party messaging services or platforms are subject to the terms of service, privacy policy and other terms ("**Third-party Messaging Terms**") relating to the relevant third-party messaging service or platform. Participant/Issuer's user information and messages may be retained by the relevant third-party messaging service or platform or disclosed by the relevant third-party messaging service or platform to other parties (including an affiliate company within the third-party messaging service or platform's group, a government authority or law enforcement agency) in accordance with the Third-party Messaging Terms. Such information may be subject to foreign laws and regulations different from your home location; (c) AltDigitize shall not be liable for any of the following:
- (i) the content, data, security, operation, use, accuracy or completeness of any third-party messaging communication. In particular, each Participant/Issuer acknowledges and agrees to be aware that the content, data and information shared by AltDigitize or by a Participant/Issuer using third-party messaging services or platforms may not be encrypted or secure;
 - (ii) the ownership or right of use of any licensor of any software provided using any third-party messaging service or platform;
 - (iii) any failure or problem that affects the products or services of any third-party service or platform, for example any telecommunication service provider, mobile network operator, internet service provider, electricity supplier, local or other authority; and
 - (iv) any Losses a Participant/Issuer may suffer because someone gained access to a Participant/Issuer's device or third-party messaging service or platform account illegally or without permission;

- (d) AltDigitize shall not be liable for any Losses a Participant/Issuer may suffer or incur as a result of Participant/Issuer's use of third-party messaging services or platforms;
- (e) The Participant shall read and understand all Third-party Messaging Terms when he registers for and utilises such third-party messaging service or platform. Each Participant/Issuer shall indemnify AltDigitize for any Losses that AltDigitize may suffer if a Participant/Issuer breaches any of the Third-party Messaging Terms. AltDigitize does not give any undertaking in relation to or guarantee the quality of any third-party messaging service or platform or that it is suitable for its purpose; and
- (f) AltDigitize may record and retain any and all data, content and other information such Participant/Issuer and its authorised representatives communicate with AltDigitize using third-party messaging services or platforms ("**records**"). The Participant/Issuer shall not at any time require AltDigitize to destroy any records. Each Participant/Issuer acknowledges and agrees that communications through third-party messaging services or platforms may be monitored in accordance with applicable law and regulation; and

6.1.8 AltDigitize owes no fiduciary or other obligations to any Participant in relation to its investment decisions to hold, buy or sell any Issued Tokens, and in particular AltDigitize is not making any recommendations to each Participant or advising a Participant on the suitability of any transactions that the Participant may enter into to purchase any Issued Tokens, nor providing any advice to the Participants in relation to an Issuer, any Issued Tokens, or otherwise. Furthermore, AltDigitize owes no fiduciary or other obligations to any Issuer in relation to its decisions to issue any Issued Tokens. Each Participant should make its own assessment based on its own judgment, investigation, due diligence and advice from such advisers as each Participant has deemed necessary, and have satisfied itself concerning the relevant tax, legal, accounting, currency and other economic consideration relevant to an investment in the Issued Tokens. Each Participant further understands, acknowledges and agrees that:

- (a) an investment in the Issued Tokens involves a considerable degree of risk and that the Issued Tokens are a speculative investment;
- (b) it has sufficient knowledge, sophistication and experience in financial and business matters and is capable of evaluating the merits and risks of its investment in the Issued Tokens and, is aware of and has considered the financial risks and financial hazards of investing in the Issued Tokens; and
- (c) it has the ability to bear the economic risk of its investment in the Issued Tokens, has adequate means of providing for its current and contingent needs, has no need for liquidity with respect to its investment in the Issued Tokens, and is able to sustain a complete loss of its investment in the Issued Tokens.

6.2 By purchasing and/or holding any Tokens, each Participant/Issuer expressly acknowledges and assumes the risks set out below. If any of these risks, or other additional risks presently regarded to be immaterial actually materialise, this could result in the failure of any transactions undertaken via the Digital Platform, and/or the destruction of the Tokens:

6.2.1. **Risks arising from no governance rights:** The Tokens confer no governance rights of any kind with respect to AltDigitize and may not confer any governance rights with respect to the Issuers or their related corporations. Accordingly, all decisions involving AltDigitize and (where applicable) the Issuers and their related corporations will be made by AltDigitize and/or the Issuers and their related corporations at their sole discretion, including decisions to create and sell more tokens, or to sell or liquidate AltDigitize and/or the Issuers and their related corporations. These decisions could adversely affect the value of the Tokens.

6.2.2. **Risk associated with the AltDigitize Blockchain and distributed ledger technology generally**

- (a) Distributed ledger technology generally, and the blockchain software upon which the Digital Platform is designed, are still in a relatively early development stage and are unproven for this purpose. Any malfunction, flaws, breakdown or abandonment of the blockchain software upon which the Digital Platform is designed or distributed ledger

technology used by AltDigitize may prevent the maintenance of accurate records of ownership of the Issued Tokens (including compliance with obligations relating thereto), while any malfunction, flaws, breakdown or abandonment of the Digital Platform may prevent the access or use of the Issued Tokens and materially impact the ability to execute or settle trades of the Issued Tokens. Furthermore, developments in cryptographic technologies and techniques or changes in consensus protocol or algorithms could present risks to the Issued Tokens, including by rendering ineffective the cryptographic consensus mechanism that underpins the Digital Platform. Any improper implementation of such consensus mechanisms may pose risks and cause unanticipated adverse effects.

- (b) **Risk of cyber-attacks and theft:** Distributed ledger technology reliant upon cryptographic consensus mechanisms, utilised within the Digital Platform, may be susceptible to majority voting power attacks, mining attacks, including double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks, as well as Sybil attacks. Any successful attack presents a risk to the Issued Tokens that could result in theft or loss of the Issued Tokens.
- (c) **Risk of hacking and security weaknesses:** AltDigitize Issued Tokens and any offering and issuance of Issued Tokens may be targeted by hackers, individuals or malicious groups or organisations that may attempt to interfere with the Issued Tokens and/or any offering and issuance of Issued Tokens or the Digital Platform, or the information technology systems they are run on or reliant upon, in a variety of ways, including but not limited to malware attacks, denial of service attacks, ransomware attacks, phishing attacks, rootkits, viruses, worms, consensus-based attacks, smurfing and spoofing. As the Digital Platform is based on third-party software, there is a risk that a party may intentionally or unintentionally introduce weaknesses into the core infrastructure of the Digital Platform. The Digital Platform is reliant on effective and reliable cryptographic solutions. However, cryptography is evolving and cannot guarantee absolute security at all times. Advances in code cracking, or technical advances such as the development of quantum computers could present risks to cryptographic solutions and could result in the theft or loss of the Issued Tokens. The infrastructure of the Digital Platform may also be prone to attacks intended to steal information about its technology, financial data or user information. Any significant breach of intended security measures or other disruptions resulting in a compromise of the usability, stability and security of the Digital Platform’s network or services may adversely affect the trading price of the Issued Tokens. This may adversely affect the operation and performance of AltDigitize.

- 6.2.3 **Risk associated with technology and internet:** There are inherent defects in electronic distribution and data transmission over the Internet which may result in delays, omissions, transmission blackouts, interruptions, breaches of security, corruption, unavailability of access in connection with or inaccuracies in the Site, the Materials, the Tokens, the trading account and the Digital Platform. In addition, the Site, the Materials, the Tokens, the trading account and the Digital Platform is also subject to the risk of malicious software and other computer viruses with destructive features such as computer worms, Trojan horses or spyware.
- 6.2.4 **Risk associated with token storage mechanisms:** The Tokens may only be accessed with a password. Each Participant/Issuer is responsible for implementing all reasonable and appropriate measures for securing their password.
- 6.2.5 **Regulatory risks:** It is possible that certain jurisdictions will apply existing regulations on, or introduce new regulations addressing, blockchain technology, which may impact any issue, holding or transfer of the Tokens. These legislative and regulatory changes or actions in various jurisdictions may also adversely affect the use, exchange and value of the Tokens. In addition, as the field of digital assets and securities is still developing, this is an area in which there is higher risk to changes in legislation or regulation or changes in the approach by the various securities regulatory bodies in the various jurisdictions, which may cause volatility and adversely affect the value of the Tokens.
- 6.2.6 **Risks associated with taxation:** The tax treatment and accounting of the Tokens is

uncertain and may vary amongst jurisdictions. Each Participant/Issuer must seek independent tax advice in connection with purchasing the Tokens, which may result in adverse tax consequences to such Tokens.

- 6.3 **Rights of set-off:** In relation to each Participant/Issuer, AltDigitize shall be entitled to set off against any payment due from or payable to AltDigitize under these Specific Terms, any sums such Participant/Issuer is obliged to pay or credit to AltDigitize under these Specific Terms and AltDigitize may by notice to such Participant/Issuer reduce any fees or any other charges, sums or monies due or payable to such Participant/Issuer under these Specific Terms by any amounts such Participant/Issuer is obliged to pay or credit to AltDigitize under these Specific Terms.
- 6.4 Where required by AltDigitize, each Participant hereby agrees to ratify and confirm all transactions and all acts and things done or caused to be done or effected by AltDigitize (including pursuant to the power of attorney granted in Paragraph 7.5) on the Participant's behalf or otherwise in relation to the services provided by AltDigitize or a Custodian pursuant to these Specific Terms.
- 6.5 Each Participant hereby irrevocably appoints AltDigitize through any of its directors, officers or duly authorised representatives as the attorney of the Participant for each and all of these Specific Terms and authorises such directors, officers or duly authorised representatives of AltDigitize to sign and execute all documents and perform all acts in the name and on behalf of the Participant in connection therewith, whether in respect of any transaction relating to, its trading account, its Wallet or these Specific Terms (including but not limited to the protection or preservation of any of AltDigitize's rights and remedies hereunder, the payment of all monies due and owing to AltDigitize by the Participant and as may be required under the laws of any jurisdiction or in respect of anything required to give effect and/or substance thereto. For the avoidance of doubt, nothing in this Paragraph shall impose any obligation on AltDigitize to take any action or exercise any rights as the Participant's attorney and AltDigitize shall at all times have the absolute discretion in determining whether or not to exercise any of its powers as the Participant's attorney hereunder.

7. Further warranties and confidentiality

- 7.1 Each Participant/Issuer hereby represents, warrants and undertakes to AltDigitize that:
- 7.1.1 such Participant/Issuer is purchasing AltDigitize Tokens with funds which are from legitimate sources and which do not constitute the proceeds of criminal conduct, or realisable property, or the proceeds of terrorism financing or property of terrorists, within the meaning given in the Corruption, Drug Trafficking and Other Serious Crimes respectively and which are not derived from or related to any unlawful activities.
- 7.1.2 such Participant/Issuer's purchase, ownership, receipt and/or possession of any Tokens complies with (and is not in breach of) any applicable law, including: (i) legal capacity and any other threshold requirements in such Participant/Issuer's jurisdiction for such purchase, ownership, receipt and/or possession; (ii) any foreign exchange or regulatory restrictions applicable to such purchase, ownership, receipt and/or possession; and (iii) any governmental or other consents that may need to be obtained;
- 7.1.3 such Participant/Issuer is not a citizen or resident, or a company or other legal entity incorporated in a geographic area, in which the purchase, ownership, receipt or possession of any Tokens (including the receipt of any rights and benefits, and the undertaking of any obligations and liabilities, in connection with the relevant Tokens) is prohibited by any applicable law; and
- 7.1.4 such Participant/Issuer will comply with any applicable tax obligations (including in such Participant/Issuer's jurisdiction) arising from his purchase, ownership, receipt and/or possession of any Tokens.
- 7.2 Each Participant and Issuer hereby acknowledges and undertakes that:
- 7.2.1 in the case of a Participant, such Participant shall use Confidential Information only for the purposes of assessing and considering a potential investment in any Issuer; and in the case of an Issuer, such Issuer shall use Confidential Information only for the purposes of

complying with any applicable rules, laws and regulations (including any laws and regulations relating to anti-money laundering, countering the financing of terrorism, and tax reporting obligations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant law enforcement agencies, regulatory authorities and other governmental agencies (including tax authorities) or such other purpose(s) as may be explicitly approved in writing by AltDigitize(each of these, an “**Authorised Purpose**”);

7.2.2 it (each, a “**Recipient**”) shall keep the Confidential Information strictly in confidence and will not disclose the Confidential Information to any other person, except to its/his/her representatives or (in respect of an Intermediary Participant) to its customers, in each case, on a strict need-to-know basis for an Authorised Purpose and provided further that each Recipient shall ensure that its representative(s) and/or customer(s) agrees to comply with all the obligations of nondisclosure and the limitation on the right to use Confidential Information in this Paragraph 7 as though it were a Recipient. In the event of any such disclosure, the Recipient shall be liable for any non-compliance by its representatives and customers of the same; and

7.2.3 it undertakes to take all reasonable precautions to protect such Confidential Information from any unauthorised use or disclosure, reproduction, adaptation or exploitation whatsoever, whether commercial or otherwise, by any third party.

7.3 The obligations of non-disclosure and the limitation on the right to use Confidential Information set out in Paragraph 7.2 shall not apply to a Participant or Issuer to the extent that it can demonstrate that such Confidential Information:

7.3.1 was lawfully in its possession or control prior to the time of disclosure;

7.3.2 was at the time of disclosure or thereafter becomes public knowledge through no fault or omission of such Participant or Issuer (as the case may be);

7.3.3 was lawfully obtained by such Participant or Issuer (as the case may be) from a third party under no obligation of confidentiality to the owner or discloser of such Confidential Information;

7.3.4 was developed by such Participant or Issuer (as the case may be) independently of the Confidential Information;

7.3.5 is required to be disclosed by any applicable laws or regulations, or court or governmental order, provided that such Participant or Issuer (as the case may be) gives AltDigitize and/or the relevant Issuer prompt notice of any such requirement and cooperate with AltDigitize and/or the relevant Issuer in limiting such disclosure; or

7.3.6 was disclosed by such Participant or Issuer (as the case may be) with prior written approval of AltDigitizeand/or the relevant Issuer.

7.4 The Confidential Information shall remain the property of the person disclosing such Confidential Information. These Specific Terms shall not be deemed to directly or implicitly grant any Participant or Issuer or their respective representatives any intellectual property rights in any of the Confidential Information nor shall they be deemed to effect any transfer or assignment of, or grant of any licence or right to, any patent, copyright or other industrial or intellectual property right (including any products or processes deriving therefrom) belonging to the person disclosing the Confidential Information.

8. Disclaimers

8.1 The Digital Platform, Issued Tokens, trading account, are made available on an “as is” and “as available” basis, and at the Participant/Issuer’s sole risk. AltDigitiz assumes no responsibility and makes no representation or warranty of any kind, implied, express or statutory, including any warranties: (i) of title, non-infringement of third party rights, merchantability, satisfactory quality or fitness for a particular purpose of the Digital Platform, Tokens, trading account; (ii) on the accuracy, timeliness, adequacy, reliability or completeness of the Digital Platform, Tokens, trading account; (iii) that the purchase and/or use of the Issued Tokens, will be uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected; (iv) that the Digital Platform, Issued Tokens, trading account, will meet the

requirements of any persons or are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros; and (v) on the security of any information transmitted by or to Participants/Issuers through the Digital Platform, trading account or in relation to the Digital Platform, trading account, and/or any Issued Tokens, or that there would be no delay, interruption or interception in data transmission. Each Participant/Issuer accepts the risk that any information transmitted or received through the Digital Platform, trading account and/or Wallet may be accessed by unauthorised third parties, and that transactions over the Internet may be subject to interruption, transmission blackout, delayed transmission due to internet traffic or incorrect data transmission due to the public nature of the Internet. Regardless of any security measures taken by AltDigitize, AltDigitize shall assume no responsibility whatsoever for any loss or expense resulting from such delays, interruptions and/or interceptions.

8.2 **Exclusion of liability**

8.2.1 Without prejudice to other provisions in these Specific Terms, AltDigitize shall have no liability to any Participant, Issuer or to any other person for any act done, omitted to be done, or for exercising its discretion in any manner in the course of, or in connection with, the performance, discharge or purported discharge of its duties, functions, responsibilities and/or obligations under these Specific Terms. Without prejudice to the generality of the foregoing, in no event will AltDigitize have any liability whatsoever to any Participant or Issuer for claims for damages made against such Participant or Issuer by third parties, regardless of the basis on which the Participant or Issuer is entitled to claim damages, whether based on contract, tort or any other legal or equitable grounds.

8.2.2 Without prejudice to other provision in these Specific Terms, the Indemnitees shall not be liable to any person (even if AltDigitize or its agents or employees may have been advised of, or otherwise might have anticipated, the possibility of such loss, damages or expenses) for any Losses arising directly or indirectly from or in connection with the Digital Platform, Issued Tokens, any Participant or Issuer (including any action taken by, or any inaction of, such Participant or Issuer), and/or any of the following:

- (a) any breach of or delay or failure to comply with the Specific Terms by any Indemnitee or any of the Participants or Issuers, any action taken by, or any inaction of, any Indemnitee or any of the Participants or Issuers in connection with the Specific Terms or any applicable law;
- (b) any claim made by any Participant, Issuer or person on the basis of the Specific Terms; (c) any negligent act or omission or wilful default, misconduct or fraud or unlawful act of any Indemnitee, Participant or Issuer;
- (c) any breach of any warranty or representation made by any person in any of the Specific Terms;
- (d) any suspension, interruption or closure of the Digital Platform, trading account and/or Wallet;
- (e) the exercise or non-exercise by an Indemnitee of any decision-making power or discretion;
- (f) any determination, decision or ruling of any Indemnitee and/or committees established or persons appointed by AltDigitize;
- (g) any failure, error, omission or negligence of any Indemnitee (including the malfunction of Digital Platform, AltDigitize Blockchain, Wallet, and/or any Issued Tokens);
- (h) any Participant or Issuer's use, misuse or inability to use the Digital Platform, Wallet, and/or any Issued Tokens;
- (i) any technical, system, server or connection failure, error, omission, interruption, delay in transmission, computer virus or other malicious, destructive or corrupting code, agent program or macros; any Participant or Issuer's failure to implement reasonable measures to secure its AltDigitize Wallet or the relevant access credentials or any loss of or unauthorised use of any access credentials;

- (j) any technical and/or system failure of the Digital Platform, AltDigitize Wallet and/or AltDigitize Blockchain; or any claim by any third party against any of the Indemnitees arising from the circumstances specified in any of the sub-clauses above.
- 8.2.3 Notwithstanding Paragraph 8.2.2 and any other provision of the Specific Terms, at no time shall any Indemnitee be liable or responsible to any person for any and all Losses (including as a result of the fall in the price of any Tokens and whether or not resulting from any negligence, fraud or wilful default on the part of any Indemnitee) which arise out of or in connection with these Specific Terms.
- 8.3 AltDigitize's interest may differ and may conflict from a Participant's interest. AltDigitize shall have the full and unrestricted right to take (or refrain from taking) any and all actions in connection with any Tokens including, without limitation, actions guided by the interests of AltDigitize without regard to other or conflicting or competing interests. In taking (or refraining from taking) any or all such actions, AltDigitize shall not be deemed to be in breach or violation of any term of these Specific Terms, or duty or obligation at law or in equity or otherwise. Each Participant shall not attempt to interfere with, challenge, make any claim or raise any defence on the basis that any such action or inaction was in breach or violation of any agreement, duty or obligation at law or in equity or otherwise.

9. Miscellaneous

- 9.1 **Governing law:** These Specific Terms shall be governed by and construed in accordance with the laws of New South Wales.
- 9.2 **Dispute resolution:** Any dispute arising out of or in connection with these Specific Terms, including any question regarding its existence, validity or termination, shall be resolved as follows:
- (a) In the event of a dispute, such dispute shall be referred to mediation and such mediation shall be held within 45 days of the retention of the mediator which shall be appointed by a local mediation service provider in New South Wales.
- (b) A full day of mediation must be held before any party is allowed to withdraw from the mediation. Mediation shall be terminated if any party withdraws from the mediation. Costs of mediation shall be shared equally between parties.
- (c) Any dispute not resolved through mediation shall be referred to and finally resolved by arbitration, which rules are deemed to be incorporated by reference in this Paragraph 9.2. The seat of the arbitration shall be New South Wales. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.
- 9.3 **Sub-contracting and delegation:** AltDigitize may delegate or sub-contract the performance of any of its functions in connection with the trading account, Wallets, and/or any Issued Tokens.
- 9.4 **Assignment:** All Participants and Issuers may not assign their rights under these Specific Terms without AltDigitize's prior written consent. AltDigitize may assign its rights under these Specific Terms to any third party without the consent of any party.
- 9.5 **Successors and assigns:** These Specific Terms will bind each Participant/Issuer and AltDigitize and their respective successors in title and assigns and will continue to bind each Participant/Issuer notwithstanding any change in AltDigitize's name or constitution or the AltDigitize's merger, consolidation or amalgamation with or into any other entity (in which case these Specific Terms will bind each Participant/Issuer to AltDigitize's successor entity).
- 9.6 **Severability:** If any provision of these Specific Terms or part thereof is rendered void, invalid, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, invalid, illegal or unenforceable only to that extent and it shall in no way affect or prejudice the enforceability of the remainder of such provision or the other provisions of these Specific Terms. Such provision shall be struck and severed from these Specific Terms and the remaining provisions of these Specific Terms shall not be affected thereby.
- 9.7 **Waiver:** No failure or delay to exercise or enforce AltDigitize's rights conferred upon it under these Specific Terms shall be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times. Waiver of any right

arising from a breach or non-performance of these Specific Terms or arising upon default under these Specific Terms shall be in writing and signed by AltDigitize.

9.8 **Translation:** If these Specific Terms are translated into a language other than English, the English text shall prevail.

9.9 **Rights of Third Parties:** A person or entity who is not a party to these Specific Terms shall have no right under the Corporations Act 2001 or other similar laws to enforce any of these Specific Terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. AltDigitize's right to vary these Specific Terms may be exercised without the consent of any person or entity who is not a party to these Specific Terms. For the avoidance of doubt, nothing in this clause shall affect the rights of any permitted assignee or transferee of these Specific Terms.

9.10 **No Internet access:** Each Participant/Issuer agrees and acknowledges that these Specific Terms, the trading account, Wallet, the Issued Tokens do not include the provision of Internet access or other telecommunication services by AltDigitize. Any Internet access or telecommunications services (such as mobile data connectivity) required by any Participant/Issuer to access and use the trading account, the Wallet, the Issued Tokens shall be such Participant/Issuer's sole responsibility and shall be separately obtained by such Participant/Issuer, at its own cost, from the appropriate telecommunications or internet access service provider.