

SUMMARY OF THE CUSTODY POLICY

1 INTRODUCTORY PROVISIONS

1.1 Madison Six j. s. a., with its registered office at Slávičie údolie 106, 811 02 Bratislava - Staré Mesto district, Company ID No.: 56 856 229, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sja, insert no. 381/B (hereinafter referred to as "Madison Six") is a crypto asset service provider supervised by the National Bank of Slovakia on the basis of a licence to provide crypto asset services. As part of its activities, Madison Six provides clients with, among other things, a service of custody and management of crypto assets on their behalf (hereinafter referred to as "Custody") for a fee.

1.2 This document summarises the custody policy pursuant to Article 75(3) of Regulation (EU) 2023/1114 of the European Parliament and of the Council (EU) 2023/1114 of 31 May 2023 on markets in crypto-assets and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937, which is enshrined in the following Madison Six documents:

1.2.1 Internal Regulation on the Separation of Client Funds and Cryptoassets and on the Policy for the Custody and Management of Cryptoassets (hereinafter referred to as the "Internal Regulation on Custody"); and

1.2.2 Terms and Conditions for Cryptoasset Services.

This Custody Summary does not replace the above documents, but aims to summarise for clients the most important aspects of Madison Six's internal policies on custody and management of crypto assets.

1.3 This summary of the Custody policy is available to clients on the Madison Six website: [here](#).

2 NATURE OF CUSTODY AND CLIENT ACCESS TO CRYPTO ASSETS

2.1 Custody is a crypto asset service that consists of the custody and control of clients' crypto assets and means of access to such crypto assets on behalf of clients. In Custody, Madison Six receives, records, stores and manages clients' crypto assets or means of access to crypto assets.

2.2 Madison Six provides custody through client online (hot) wallets, on which the Company stores only its clients' crypto assets, with each client being assigned one such individual wallet. The technical infrastructure of the wallets is provided by Fireblocks.

2.3 Madison Six separates its own crypto assets and funds from those of its clients. This means, among other things, that no Madison Six crypto assets are managed on client wallets, and Madison Six accepts client funds into a separate bank account where it does not hold its own funds.

Madison Six is bound by this segregation obligation throughout the entire period of providing Custody.

3 CREATION AND DURATION OF CUSTODY

- 3.1 Custody begins when crypto assets are credited to the client wallet and continues until all of the client's crypto assets are debited from that wallet. In the event of further acquisition of crypto assets by the client, Madison Six will again provide the Custody service to the client.

4 ACCESS TO CRYPTO ASSETS IN CUSTODY

- 4.1 The client accesses their crypto assets through their account on the Portal, where they can submit instructions to Madison Six (e.g., to sell or buy crypto assets).
- 4.2 Any transfer of clients' crypto assets in Custody may only be carried out with the client's consent, which is given by ordering a specific service on the Portal. Consent is also considered to be the acceptance of Madison Six's terms and conditions, which specify cases where the client expressly agrees to the transfer of crypto assets from the client's wallet to the Madison Six wallet, e.g. when paying fees, if, according to Madison Six's terms and conditions, fees are paid in crypto assets.
- 4.3 Within Madison Six, only designated persons, not every Madison Six employee, have access to wallets and client crypto assets (for the purpose of executing client instructions), and Madison Six has established rules for such access and rules for authorising any transfers of crypto assets within the Internal Custody Regulations.
- 4.4 Madison Six may not use clients' crypto assets for its own account, and if, despite this prohibition, any Madison Six employee commits such misuse of client crypto assets, Madison Six will immediately compensate the client for the misused crypto assets from its own resources.

5 CUSTODY FEE

- 5.1 A custody fee may be charged for the provision of the Custody service, the amount of which is specified in the current Madison Six price list available on the Company's website [here](#). This fee, if specified in the price list, is payable monthly on the last day of the month. The fee is automatically deducted from the client's cryptoasset portfolio or offset against Madison Six's liabilities to the client if this reduces the client's costs.

6 CLIENT RIGHTS IN CUSTODY

- 6.1 The client is entitled to use their client account on the Portal to:
- 6.1.1 enter instructions for various crypto asset services;
 - 6.1.2 request a statement from the crypto asset register from Madison Six;

- 6.1.3 terminate the Custody service at any time by submitting an order to withdraw all crypto assets;
- 6.1.4 file a complaint against Madison Six.
- 6.2 The client has continuous access to the current value and number of managed crypto assets through their client account on the Portal, and these values are updated regularly.
- 7 MADISON SIX'S LIABILITY FOR THE LOSS OF CRYPTO ASSETS
 - 7.1 Madison Six is liable for the loss of crypto assets. Madison Six may only be relieved of liability in the event of unforeseeable and unavoidable circumstances (e.g. force majeure, technical failure beyond its control). The maximum compensation that Madison Six will pay to the client in the event of loss of crypto assets is limited to the market value of the crypto assets at the time of their loss.
- 8 SECURITY OF CLIENT CRYPTO ASSETS
 - 8.1 Madison Six has taken several measures to address the risks associated with custody, including: taking measures to ensure that persons responsible for access to crypto assets are replaceable, so that the "four eyes" principle is applied when executing transactions with crypto assets; it regularly trains its employees to keep them informed of the latest threats in the field of crypto assets, it uses the services only reputable suppliers in the field of information and communication technologies, it performs regular backups of all its data.
 - 8.2 In the event of Madison Six entering into liquidation, restructuring, preventive restructuring, bankruptcy or any similar insolvency proceedings, the client's crypto assets are always separated from Madison Six's assets, as a result of which Madison Six cannot satisfy the claims of its creditors from the crypto assets of its clients. The company does not include clients' crypto assets in its list of assets for the purposes of insolvency proceedings.
- 9 DELEGATION OF CUSTODY
 - 9.1 Madison Six may delegate (entrust the performance of) the provision of Custody only to another crypto-asset service provider licensed to provide Custody, i.e. to a person who, like Madison Six, is a regulated supervised entity.
 - 9.2 If Madison Six delegates the provision of Custody to a third party, it is obliged to inform its clients thereof. At the same time, Madison Six has designated a person within Madison Six who will supervise the proper provision of Custody in such a case.
 - 9.3 By delegating Custody to a third party, Madison Six does not in any way relinquish its responsibility towards its clients.

This summary of the custody policy was prepared on 28 July 2025.