

Delisting Regulation for Digital Assets

This version of the regulations is valid as of 12/12/2024.

§ 1

1. These Regulations (*hereinafter referred to as the Delisting Regulations*) sets out the applicable rules in the event that zondacrypto undertakes the Delisting process of a Serviced Digital Asset.

2. In addition to the terms defined in paragraph 3 below, all definitions from the Terms and Conditions of Service, available at: <https://zondacrypto.com/en/legal/zondacrypto-exchange/terms-and-conditions-of-service>

3. For the purposes of these Delisting Regulations, the following definitions shall apply:

- a) Digital Asset - a digital representation of a given value or a given right, processed and stored in a virtual database whose integrity and correctness is secured through cryptographic methods. Within Digital Assets we can distinguish, among others: cryptocurrencies, tokens, NFTs, contracts;
- b) Supported Digital Assets - Digital Assets for the handling of which zondacrypto

systems have been adapted, allowing clients to make deposits, withdrawals, sales of these Digital Assets using zondacrypto systems;

c) Delisting - the process that aims to stop the handling of a given Digital Asset by the zondacrypto exchange operator, the final outcome of which is the removal of the selected Digital Asset from the list of Digital Assets handled by zondacrypto. This process usually consists of the following consecutive steps listed below, which, however, may be omitted, replaced by another special step (according to § 2(9) of these Regulations) or their duration shortened if justified:

i. Delisting Announcement - a notice issued in accordance with the Delisting Regulations to Customers of the planned discontinuation of the Digital Asset Service;

ii. the Digital Asset Service Expiry Period - the period after the Delisting Announcement during which Customers are not restricted from transacting with the Digital Asset to be Delisted. This period lasts for no less than 14 days from the date of the Delisting Announcement.

iii. Limited Interaction with the Digital Asset - a period during which the Customer only has the ability to make withdrawals of the Digital Asset to be Delisted. During this period, the Client does not incur any additional fees related to the storage of the Digital Asset in zondacrypto accounts; this period usually lasts for 60 days and begins after the expiry of the Digital Asset Maintenance Expiration Period;

iv. Chargeable Digital Asset Storage - the period during which zondacrypto charges fees for the storage of Digital Assets, subject to Delisting, which the Client has not withdrawn by the end of the Limited Interaction with the Digital Asset. During this period, the Customer can make withdrawals himself;

d) Project - a venture whose purpose remains the creation of new solutions and concepts for Digital Assets, the purpose of which may remain, for example, the creation of a new Digital Asset and its distribution to Customers.

§ 2

1. zondacrypto endeavours to continuously enable Clients to carry out transactions using the Digital Assets serviced to date, while stipulating that, in some cases, this remains impossible, difficult or risky due to transaction security rules, or unreasonable from the point of view of market mechanisms, or not permitted for legal reasons. Therefore, out of concern for the quality of the services provided, zondacrypto reserves the right to initiate Delisting at any time, without giving any reason.

2. The commencement of Delisting may be caused in particular by the following reasons (the catalogue indicated being open-ended and not excluding zondacrypto's authority to carry out Delisting for other reasons):

a) The entity representing the Project has requested zondacrypto to remove the Digital Asset in question from the list of Supported Digital Assets;

b) The Digital Asset in question does not meet the requirements stipulated by zondacrypto;

c) In zondacrypto's assessment, the Project remains market unstable or there are low prospects for its further development;

d) In zondacrypto's assessment, public communication with the entity representing the Project remains insufficient or difficult;

e) Collaboration on the Project has been assessed by zondacrypto as risky from the point of view of transaction security or generally accepted ethical principles;

f) The Project becomes incompatible with the current state of the law, to the content of the licences held by zondacrypto, to the provisions of the by-laws, internal procedures or to the provisions of generally applicable law;

g) The Project works to the detriment of holders of Digital Assets;

h) The operation of the Project generates excessive costs on the part of zondacrypto.

3. Delisting shall commence with the issue of a Delisting Announcement to the Customers. In the Delisting Announcement, zondacrypto shall indicate the exact durations of the various Delisting stages, in accordance with the content of these Delisting Regulations, with zondacrypto being entitled in particularly justified cases to shorten their duration or to omit all or some of the Delisting stages altogether, in particular when:

a) it has been established or there is a strong likelihood that the creation or further development of the Project was intended to commit fraud or other crimes of a financial nature;

b) The Project has become the target of a hacking attack or there are other technical problems with the Project, which pose a significant risk to the maintenance of sound security standards or quality of service by zondacrypto;

c) the Project has been shut down or is no longer supported and further developed by its developers;

d) changes have been made to the Project or the Project is planning to make changes which remain contrary to the law, zondacrypto's by-laws or internal procedures,

generally accepted principles of social conduct or which remain contrary to the content of any licence held by zondacrypto to provide virtual currency services;

e) due to changes in common law, the Project will no longer meet the legal requirements that are mandatory for its continued support by zondacrypto (including due to zondacrypto's obligations to the regulator or other obligations regarding licensing and legal requirements).

4. zondacrypto shall not be liable for any damage caused by the shortening of the duration, the change or the total omission of all or some of the stages of Delisting, in cases where this is due to objective causes beyond zondacrypto's control for which it is not at fault.

5. Any dates indicated by zondacrypto in connection with Delisting shall be given in accordance with UTC+1 time zone (CET Central European winter time) or UTC+2 (CEST Central European summer time) unless otherwise stated in the Announcement.

6. zondacrypto sends the Delisting Announcement, together with a detailed schedule of the Delisting stages, to the Customers in the form of e-mails sent to the e-mail address assigned to the Customer's Account. The Digital Asset Service Expiry Period lasts for a maximum of 14 days calculated from the date zondacrypto sends the Delisting Announcement. During the Digital Asset Service Expiry Period, as a rule, there are no restrictions whatsoever on the execution of transactions on the Exchange with the Digital Assets to be Delisted and zondacrypto offers all existing services related to them.

7. After the end of the Digital Asset Service Expiry Period, as a rule, there shall be a period of Limited Interaction with the Digital Asset, during which there is only the possibility for the Client to make withdrawals of the Digital Assets to be Delisted, without

the possibility of depositing them into the Client's Account and making other transactions on the Exchange using them. The period of Limited Interaction with the Digital Asset lasts for a maximum of 60 days. During the Period of Limited Interaction with the Digital Asset, the Client shall continue to be able to order the withdrawal of the Digital Assets subject to Delisting on its own, subject to cases where withdrawal will not be possible for reasons beyond the control of zondacrypto.

8. If, by the end of the Limited Interaction Period with the Digital Asset, the Customer has not made a withdrawal of the Digital Asset covered by Delisting, zondacrypto undertakes to provide the Customer with a Digital Asset Storage Service against payment. The fee for this is 20% of the initial value of the Digital Assets covered by Delisting remaining in the Client's Account on the date of the end of the Limited Interaction Period with the Digital Asset, for each month of storage started. The fee will be deducted from the Digital Assets in storage on behalf of the Customer covered by Delisting, to which Customers agree by accepting these Delisting Regulations. The termination of the Chargeable Digital Asset Storage service shall take place at the time of the Client's withdrawal order or the complete exhaustion of the Digital Assets subject to this service.

9. In special cases, justified by changes in common law or legal requirements imposed on zondacrypto, the steps of Delisting indicated in sections 6 - 8 above may be changed as follows:

- a. zondacrypto may designate several steps of the Digital Asset Service Expiry Period referred to in Paragraph 2(6) above, such that there will be a periodic limitation or termination of individual services provided under a particular Digital Asset, subject to a minimum of 7 days' advance notice for each such limited or terminated service;
- b. in special cases that exclude or may exclude, on the part of zondacrypto, the possibility of offering the opportunity to withdraw a given delisted Digital Asset during the Limited Interaction Period with the Digital Asset (inter alia, due to

the inability to provide any services with respect to such delisted Digital Asset), indicated in § 2 (7) above - zondacrypto may change the step of Limited Interaction with a Digital Asset to another specific step, consisting in automatic, free of charge conversion of the delisted Digital Asset to another - chosen by zondacrypto - Digital Asset available on the Exchange after delisting, subject to conversion of the value of the exchanged assets in the ratio of 1:1 (or for the benefit of the Customer). Such conversion of funds causes that after the delisting period the Customer has the possibility of unlimited time and free disposal of such converted Asset on the Exchange, which is assigned to his Customer Account. In such case, § 2.8 (Chargeable Digital Asset Storage Service) does not apply.

10. zondacrypto shall not be liable for Digital Asset deposits made by the Customer after the end of the Digital Asset Service Expiry Period. In the event that the Customer makes a deposit:

a) during the period of Limited Interaction with the Digital Asset, zondacrypto shall take action to correctly add funds to the Account, but does not guarantee the successful outcome of such action and shall not be liable for it. If the actions taken by zondacrypto result in the funds being correctly added to the Account, the Customer shall have the option to withdraw the funds, without being able to carry out any other transactions using these Digital Assets, provided that the holding of funds in the Account after the end of the Limited Interaction period with the Digital Asset, shall result in charges in accordance with paragraph 8 above.

b) After the end of the period of Limited Interaction with a Digital Asset, the crediting of funds to the Account shall only be possible after the Digital Asset recovery process has been carried out in accordance with the procedure contained in the Digital Asset Recovery Rules available at:

<https://zondacrypto.com/en/legal/zondacrypto-exchange/regulations-for-the-recovery-of-digital-assets>.

§ 3

1. zondacrypto shall be entitled to amend the Delisting Regulations at any time and such amendment shall take effect on the date specified by zondacrypto, provided that the effective date of the amendment to the Delisting Regulations shall not be less than 7 days after the amended Delisting Regulations are made available to the User or Customer. Each User and Customer shall be informed of the change by an email sent to the email address assigned to their Account.

2. If the User or Customer does not accept the amendments to the Delisting Regulations, the Customer, in order to terminate the contract for the provision of the Services concluded with zondacrypto, shall immediately notify zondacrypto, in writing or by e-mail to the e-mail address: support@zondacrypto.com. In this case, the contract shall be terminated on the effective date of the amended content of the Delisting Regulations.

3. Matters not covered by these Delisting Regulations shall be governed by the Terms and Conditions of Service and the provisions of the generally applicable law in the Republic of Estonia where zondacrypto has its registered office. The above stipulation shall not deprive the Customers who are consumers of the protection granted to them by the law applicable to their place of habitual residence.