

Regulations for the Distribution of Derivative Digital Assets

§ 1

1. These Digital Derivatives Distribution Regulations (hereafter referred to as **the Distribution Regulations**) set out the rules relating to the Distribution of Digital Derivatives to Clients of the Exchange under the relevant Project.

2. To these Distribution Regulations, all definitions from the Terms and Conditions of Service apply (available at: <https://zondacrypto.com/en/legal/zonda-exchange/terms-and-conditions-of-service>)

3. For the purposes of these Distribution 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) **Project** - a venture, the purpose of which remains the creation of new solutions and concepts concerning Digital Assets, the purpose of which may remain, for example, the creation of a new Digital Asset and its distribution;

c) **Derivative Digital Assets** - are Digital Assets that are granted or distributed as part of a Project and are dependent on other Digital Assets;

d) **Distribution of Derivative Digital Assets** - the process by which Derivative Digital Assets are created or distributed as part of the Project;

e) **Supported Digital Assets** - Digital Assets for which the zondacrypto systems have been adapted to support, allowing them to be deposited, withdrawn, sold or purchased using the zondacrypto systems;

f) **Crypto Address** - a unique identifier that, within the network, defines the virtual location of Digital Assets, the rights to them, the relationships between them or other information about them.

§ 2

1. zondacrypto shall each time inform the Clients of its support of a given Project, which support shall consist of zondacrypto enabling the use of the Exchange's functionalities for the purpose of any Project, including in particular the Distribution of Digital Derivative Assets. If zondacrypto has not made such a declaration, it means that it does not support the relevant Project and that the use of the Exchange for the purpose of any Project, including the Distribution of Digital Derivative Assets, remains impossible.

2. Declarations by zondacrypto as to its support of Projects are published on the website of the Exchange or through direct communication to Clients by email.

3. The declaration of support of a Project by zondacrypto remains voluntary. zondacrypto shall not be liable for any damage on the part of the Clients related to the failure to declare support of a Project, in particular related to the failure to receive Digital Derivative Assets. In the event that zondacrypto has not declared its support of a particular Project, any Customer who wishes to receive Derivative Digital Assets under that Project shall be obliged to take action for this purpose on its own, and this obligation may not be transferred to zondacrypto.

4. In the event that zondacrypto makes a declaration to this effect to support the implementation of a particular Project, all activities of zondacrypto in connection therewith shall be implemented as far as possible according to the guidelines of the developers of the Project, subject to the possibility of zondacrypto making the necessary changes at its discretion if, for technical reasons, compliance with these guidelines remains impossible, highly difficult or will involve disproportionately high costs.

5. The declaration made by zondacrypto as to the support of a Project shall only cover the assumptions and functionalities announced and made public by the developers of the Project as at the date of the declaration made by zondacrypto. zondacrypto is not responsible for changes made to the Project after the date of zondacrypto's declaration of support for the Project.

6. zondacrypto's declaration of support of the Project may be announced both before, during and after the Distribution of Derivative Digital Assets in the Project. If the declaration is made after the Distribution of Derivative Digital Assets by the Project, zondacrypto takes action to correctly add the Derivative Digital Assets to the balance in the Customer's Account.

7. In the announcement of Project support, zondacrypto shall inform the Client of the fees and costs, if any, to be paid by the Client in order to receive the Derivative Digital Assets, if the need for such fees and costs arises in the circumstances of the case

8. The declaration of support of the Project under which the Digital Asset Derivatives are distributed shall apply only to the Digital Asset Derivatives indicated by zondacrypto and shall not constitute a declaration of support of further Digital Asset Derivatives based on the same Project.

9. Support of a Project in which a Derivative Digital Asset is distributed using the functionality of the Exchange is not equivalent to the launch of markets on the Exchange for that Digital Asset or any further plans for zondacrypto's cooperation with the Project. The support of the Project may be limited to allocating funds to Client Accounts and allowing only the withdrawal of these funds, without the possibility to make any other transactions with them on the Exchange. The support may also be limited in time and, after a certain period of time, end with the procedure of delisting of the Derivative Digital Asset, in accordance with the Digital Asset Delisting Regulations.

10. zondacrypto reserves that in particularly justified cases it is entitled to withdraw from further support of the Project, for which it is not responsible, in particular if:

a) significant changes are made to the Project with respect to the Derivative Digital Assets, including the rules for their distribution;

b) the legal regulations applicable to zondacrypto change making it impossible or significantly limiting the possibility of supporting the Project;

c) indications of danger associated with the Derivative Digital Asset emerge.

§ 3

1. Any Crypto Addresses that the Client uses to make deposits to the Exchange may only be used to deposit Supported Digital Assets. Any deposits of Derivative Digital Assets originating from a Project for which zondacrypto has not declared support will not be allocated to the balance in the Client's Account, for which zondacrypto shall not be liable. zondacrypto indicates that making a deposit contrary to this disclaimer may result in the loss of a Derivative Digital Asset to which the Digital Asset Recovery Regulations do not apply.

2. The receipt of a Derivative Digital Asset at the Crypto Address used by the Client to make a deposit does not imply the acquisition by the Client of any rights to the Derivative Digital Asset and does not guarantee the addition of the Derivative Digital Asset to the balance in the Client's Account. zondacrypto stipulates that the amount of Digital Derivative Assets on the Crypto Address does not constitute a guarantee that the Customer will receive the same amount of Digital Derivative Assets and that they will be allocated to the balance on the Customer's Account.

3. zondacrypto shall only proceed to add the Derivative Digital Assets to the balance in the Customer's Account upon receipt of funds from the Project at the Crypto Addresses held by zondacrypto. zondacrypto shall not be liable, for delays by the Project in transferring the Derivative Digital Assets to the relevant Crypto Addresses.

4. Where receipt of the Derivative Digital Assets is conditional on ownership of other Digital Assets, entitlements to the Derivative Digital Assets shall only be granted to Customers who have ownership of the Digital Assets, disregarding their ownership on

any other legal basis. For the purpose of verifying entitlements to Derivative Digital Assets, blocked funds (e.g. for the purpose of making a withdrawal or offer) are also taken into account. The Digital Assets concerned may be excluded from this calculation when:

a) there is a suspicion that the Digital Assets on which the receipt of the Derivative Digital Assets is dependent were derived from a criminal offence;

b) the allocation of the Digital Assets concerned to the balance in the Customer's Account is the result of an error.

5. zondacrypto expressly stipulates that the allocation of Derivative Digital Assets under these Distribution Regulations may only be made to Clients of the Exchange, excluding Users. In addition, Clients may be excluded from the Distribution of Derivative Digital Assets within the Exchange:

a) with an inactive Account on the date according to which zondacrypto evaluates the Client's rights to receive the Derivative Digital Assets;

b) as to whom there is suspicion that their Account may have been used to commit a crime;

c) who fail to pass verification in accordance with the provisions of generally applicable law or the regulations and internal procedures of zondacrypto.

§ 4

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

2. If the Customer does not accept the changes to the Distribution 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 Distribution Rules.

3. Matters not covered by these Distribution Regulations shall be governed by the Terms and Conditions for the provision of the Services and the laws generally applicable 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 of the place of their habitual residence.