

## Terms of Service

### Welcome to Safello!

Thank you for using our Services, which are provided to you by Safello AB, reg. no. 556954-4165, BOX 638, 114 11 Stockholm ("Safello" "we", "us" or "our").

These terms of service (the "Terms") are effective as of 6 November 2025 and remain effective until revoked.

By using our Services you agree to these Terms. Please read them carefully!

### 1. General

- 1.1. These Terms apply to all Customers using our Services. These Terms govern your access and use of the Services, the website and apply to all transactions and business relationships between you and Safello. Safello does not accept any terms and conditions other than these Terms in relation to the Services, unless a separate written agreement has been entered into with Safello.
- 1.2. By clicking on the relevant checkbox during the sign up process or when completing a Transaction, you:
  - i. agree to be bound by these Terms and only use our Services in a lawful manner and in good faith in accordance with these Terms,
  - ii. approve Safello's [Privacy Policy](#), and
  - iii. approve Safello's [Order Execution Policy](#).
- 1.3. Safello reserves the right to amend these Terms at any time at our sole discretion. In the event of an amendment of these Terms, you will receive at least 30 calendar days' notice prior to the amended Terms entering into force. You may terminate the Service if you disagree with the amended Terms.
- 1.4. Communication from Safello to Customers regarding the Services is provided electronically, either through messages in the Customer's Account or via email to the Customer's registered email address. Such communication may include transaction information and other information relevant to our provision of the Services. By accepting these Terms, you consent to receive electronic communication from Safello. Customers who wish to contact Safello may either send a message while logged in or reach out to Safello's customer support [here](#). Communication regarding the Services will take place in either Swedish or English, depending on the language selected by the Customer.
- 1.5. Safello is a provider of crypto-asset services and as such subject to certain legal requirements, most notably the EU 2023/1114 Markets in Crypto-Assets Regulation and legislation regarding anti-money laundering and counter terrorism financing. Finansinspektionen is supervisory authority. When using our Services, we may therefore ask you to provide further information about yourself and request documentation in line with our AML framework. We appreciate your understanding in the process.
- 1.6. If you access our Services via any of our Partner Integrations, different features of our Services may be available and certain terms may vary between different Partner Integrations which is further set out in the following.

### 2. Definitions

**Account:** An account with Safello, created by the Customer to use the Services, which contains information about the Customer and related Transaction data, and through which the Customer may initiate Transactions.

**Block or Blocking:** A block of an Account or Transaction as defined in Section 12.1.

**Applicable Exchange Rate:** The applicable exchange rate as defined in Section 8.4.5.

**Buying Transaction:** A Transaction initiated by the Customer with the purpose of purchasing crypto-assets from Safello against payment in SEK, EUR or Supported Crypto-Assets.

**Cancel or Cancelling:** A cancellation of an Account as defined in Section 12.1.

**Channel:** The channels through which you can use the Services: Safello's mobile app, Safello's web app, Partner Integrations (if applicable) and any other channel set up by Safello for such purpose from time to time.

**Customer:** Any customer using the Services, including corporate customers as well as natural person customers.

**Deposit Transaction:** A Transaction initiated by the Customer to transfer a specified amount of crypto-assets from an external wallet to the Safello Customer Wallet.

**Estimated Exchange Rate:** The estimated exchange rate as defined in Section 8.4.6.

**Exchange Transaction:** Selling Transactions and Buying Transactions together.

**Freeze:** A freeze of a transaction as defined in Section 12.1.

**Auto-Save:** Safello's recurring savings service through which Customers can set up a savings plan through recurring Buying Transactions.

**Partner Integration(s):** Access to Safello's Services via a third-party that Safello is cooperating with via API provided by Safello.

**Recurring Payments:** Recurring payments as defined in Section 8.7.1.

**Representative:** A natural person with authority to represent a Customer being a legal entity, i.e. a corporate customer.

**Safello Customer Wallet:** The digital infrastructure in relation to Safello Wallet whereby each Customer's crypto-assets are stored in Safello's warm wallet (the "**Safello Vault**") except as necessary to carry out transactions on behalf of the Customer whereby the Customer's crypto-assets are temporarily handled in Safello's hot wallet (the "**Safello Hot Wallet**").

**Safello Exchange:** Safello's brokerage service through which Customers can carry out Buying Transactions or Selling Transactions.

**Safello Wallet:** Safello's service for custody of crypto-assets where the Customer does not have access to the private keys which give access to the crypto-assets in a Safello Customer Wallet, instead Safello has sole access to such private keys.

**Selling Transaction:** A Transaction initiated by the Customer with the purpose of selling crypto-assets to Safello against payment in SEK, EUR or Supported Crypto-Assets.

**Service(s):** Means any of Safello Exchange, Safello Wallet, Auto Save, the Transfer Service, and any other service provided by Safello from time to time.

**Supported Crypto-Assets:** The crypto-assets covered by Safello's service offering from time to time in accordance with what is specified [here](#).

**Transaction:** Any Selling Transaction, Buying Transaction, Deposit Transaction or Withdrawal Transaction.

**Transfer Service:** Safello's service through which Customers through Deposit Transactions can deposit crypto-assets in Safello Wallet from an external wallet, or through Withdrawal Transactions withdraw crypto-assets from Safello Wallet and transfer such to an external wallet.

**Withdrawal Transaction:** A Transaction initiated by the Customer to transfer a specified amount of crypto-assets from the Safello Customer Wallet to an external wallet.

3. **Safello's Services - General**

- 3.1. You can reach our Services via our website, <https://safello.com/>, web app, mobile app, or via any Partner Integrations. Whichever way you access the Services, the Services will be provided by Safello and subject to these Terms. Partner Integrations provide access to the Services, meaning that by using the Services via Partner Integrations you enter into an agreement with us.
- 3.2. When you carry out an Exchange Transaction, Safello will execute the order with one of Safello's liquidity providers, meaning trading platforms or other crypto-asset service providers with whom Safello has entered into agreements with from time to time. The order will be executed with the liquidity provider offering the best result for you as a Customer, regardless of whether it is a trading platform or another crypto-asset service provider. By accepting these Terms, you agree that Safello may execute your order outside of a trading platform. Safello may also forward your order to a partner or execute it against Safello's own inventory of crypto-assets. Regardless of the method used, Safello will apply the principle of best execution. You can read more about best execution in our Order Execution Policy, which is attached to these Terms and available [here](#). A summary is available [here](#).
- 3.3. We select the crypto-assets covered by Safello's service offering based on various criteria such as technical compatibility and market cap. We may, in our sole discretion, decide that additional crypto-assets should be covered by the Services or decide that crypto-assets that have previously been covered by the Services shall no longer be covered. Customers should be aware that different Supported Crypto-Assets are covered by different Services as well as by different functions of the Services or different Partner Integrations. The Supported Crypto-Assets and which Services and functionalities are offered in relation thereto are specified [here](#).

- 3.4. If Safello intends to terminate the Services in relation to a crypto-asset we will give you thirty (30) calendar days' prior notice regarding this through our website and a notification in your Account where you are urged to through Withdrawal Transactions or Selling Transactions empty your Safello Customer Wallet of the crypto-assets we have announced that we will cease support. In such notice, we will specify the date when we cease supporting the relevant crypto-assets, and such date may not fall earlier than thirty (30) calendar days from the date of the notice (unless a shorter period is required to comply with applicable law or order by a competent authority). In the event that the Customer fails to comply with such notice, Safello reserves the right to exchange the Customer's crypto-assets which are no longer covered by the Services against SEK or EUR (depending on the currency paid by the Customer) with payment to the Customer's bank account, or, in the event that such exchange is not possible due to lack of information about the Customer's bank account, exchange such crypto-assets against Supported Crypto-Assets. If the relevant crypto-assets were bought by the Customer against payment in Supported Crypto-Assets, Safello reserves the right to exchange such crypto-assets against the Supported Crypto-Assets used as payment by the Customer. In all cases, Safello will carry out the transactions in good faith and will use reasonable efforts to apply the best available exchange rate that is available for Safello in the ordinary course of business. Fees will apply in accordance with what is set forth on the fee page which can be found [here](#). In addition to the aforementioned, you may always terminate the Services in accordance with Section 11.
- 3.5. The only fiat currency (i.e. traditional currency issued by an institution, normally a state) supported by Safello at present is Swedish Kronor ("SEK") and Euro ("EUR"). Additional fiat currencies may be supported in the future in which case what is stated herein regarding SEK and EUR shall apply correspondingly to any new supported fiat currency.

#### 4. Fees

The fees charged for the Services accessed via Safello's own Channels are displayed [here](#). Fees for Customers using our Services via a Partner Integration are presented in the relevant partner's interface.

#### 5. Eligibility

- 5.1. By signing up and using the Services, you represent and warrant that you:
- are at least 18 years old,
  - are an individual with the legal capacity and authority to enter into these Terms (representatives in respect of natural person customers are not accepted),
  - have not previously been suspended or banned from using the Services,
  - are not subject to any sanctions list, and
  - do not have an existing Account.
- 5.2. In addition, by accepting these Terms as a Representative on behalf of a legal person, you represent and warrant that:
- such legal person is duly organized and validly existing under the applicable laws of Sweden, and
  - you are duly authorized to represent and legally bind the legal person you are representing in relation to the Services and these Terms.

#### 6. Identification and controls

- 6.1. In order to register as a Customer, access your account, use our Services and carry out Transactions, you need an electronic identification method such as, but not limited to, Swedish BankID.
- 6.2. Customers categorised as authorities or financial institutions may log in with username and password including a 2FA verification solution.
- 6.3. In order to meet the legal requirements regarding anti-money laundering and counter terrorism financing, we must obtain certain knowledge of our Customers. For this reason, we are for example obliged to check and verify the identity of our Customers and you will be required to fill out a

questionnaire. In case of corporate customers, we are e.g. obliged to assess the ownership structure and obtain information regarding the legal person's registration details and information about the individuals who are in control of the legal person.

- 6.4. By accepting these Terms, you represent that all information you provide us with is complete, true and accurate, and you agree to promptly update any information you provide to Safello to ensure that such information is complete and accurate at all times. If there is reasonable doubt that any information provided by you is wrong, untruthful, outdated or incomplete, or even false or fraudulent, we will send you a notice to demand corrections, remove the relevant information or, in certain cases, terminate our Services to you, including Cancel your Account, at our sole discretion, pursuant to Section 12 of these Terms.
- 6.5. Safello may, based on our AML framework, refuse to open an Account for you, or refuse to process a Transaction, and under certain circumstances, terminate the customer relationship. Based on our AML framework we may decide to place your Account in so-called "Safe Mode" which implies that you cannot make Withdrawal Transactions or Deposit Transactions from or to your Safello Customer Wallet. Such action may be lifted if the reasons for such action are no longer present. If you access the Services via Partner Integrations, Safe Mode may apply automatically to all Customers.
- 6.6. In order to meet the legal requirements regarding detection and prevention of market abuse in crypto-assets, Safello is monitoring all Transactions on the platform. Safello reserves the right to limit the usage of the Services in relation to a Customer that is subject to suspicion regarding market abuse, and, under certain circumstances, terminate the customer relationship.

## **7. Account usage and security**

- 7.1. To provide you with a safe service for buying, selling, transferring and storing crypto-assets we have implemented industry standard protective measures as well as established certain rules on how you may use your Account and how you can contribute to the security of your own Account, in order to mitigate risks that are linked to customer behaviour.
- 7.2. An Account may only be used by the Customer whose name it is registered in. Safello reserves the right to Cancel Accounts that are used by persons other than the Customer whose name the Account is registered in, or Accounts that are used by more than one person.
- 7.3. If you suspect or become aware of any unauthorized use of your Account you should immediately notify us at [fraud@safello.com](mailto:fraud@safello.com). If you suspect or become aware of any security breach caused by you or anyone else, you should immediately notify us at [support@safello.com](mailto:support@safello.com).
- 7.4. By accepting these Terms as a Representative of a corporate customer, you agree that your e-ID will be connected with the Account of the corporate customer for identification and verification. A Representative of a corporate customer may also use his/her e-ID for identification and verification in respect of any private Account set up by him/her.
- 7.5. As a Customer, you agree to treat your access credentials, i.e. your e-ID, as confidential information and not disclose such information to any third party in order to avoid unauthorized use of your Account. You also agree that you alone are responsible for taking necessary safety precautions to protect your Account and personal information. You are responsible for all activities under your Account and Safello will not be responsible for any loss or consequences of authorized or unauthorized use of your Account due to your failure to abide by the aforementioned.
- 7.6. To ensure the highest level of available technical security in the performance of the Services, Safello uses its back-office system HAL, through which Transactions are managed, as well as Fireblocks' MPC infrastructure, on which the Safello Wallet is based. HAL is a proprietary system, tailor-made for Safello's operations, and constitutes the foundation of Safello's technical infrastructure.

Fireblocks' MPC technology, where "MPC" stands for "multi-party computation," is a cryptographic technique where private keys are never fully constructed. MPC splits private keys into parts and distributes them among different parties that must act together as a quorum to carry out a transaction. This technique makes unauthorized transactions or actions more difficult and minimizes the risk of key theft. MPC technology also reduces the risk of total operational downtime, as more parties can be part of the MPC group than are required to form a quorum. Safello also applies organizational security arrangements in accordance with its internal framework, which includes governance, control, and ICT security. In order to ensure the secure custody of Customers' crypto-assets, Safello handles customers' crypto-assets stored in Safello Wallet in accordance with Safello's custody policy. The custody policy is attached to these Terms. A summary of the custody policy can be found [here](#).

## 8. Use of the Services

### 8.1. Minimum transaction amount

The minimum amount that is accepted to carry out an Exchange Transaction is set out on the fee page. Safello will not process Exchange Transactions below this minimum amount. The fee page can be accessed [here](#).

### 8.2. Transaction limits

Due to regulations regarding anti-money laundering and counter terrorist financing and our AML framework, there are limits as to the amounts up to which you may transact when using the Services. You can access information on your transaction limits by logging into your Account. The transaction limit is based on the information we have received from you. If you have questions regarding how you can increase your transaction limit, please contact customer support.

### 8.3. Refunds and cancellations

8.3.1. We will process Transactions in accordance with the instructions we receive from you. It is your responsibility to verify that all transaction information is accurate and complete when initiating a Transaction. Safello has no responsibility or liability for any errors due to inaccurate or incomplete instructions from you regarding Transactions.

8.3.2. An order to execute a Transaction is final once the Customer has confirmed the order by clicking pay, sell, or deposit/withdraw, as applicable. Safello does not apply cut-off times, as Transactions are executed automatically unless stopped in accordance with Safello's AML framework, and transfers on the blockchain are by nature irreversible.

8.3.3. If your initiated Transaction is not successful due to insufficient balances on your bank account or Safello Customer Wallet, the Transaction will be cancelled.

### 8.4. Safello Exchange

8.4.1. When you initiate a Buying Transaction you will automatically receive your crypto-assets to your Safello Customer Wallet. Correspondingly, when you initiate a Selling Transaction and have a Safello Customer Wallet, the crypto-assets will be deducted from the balance in your Safello Customer Wallet.

8.4.2. The available payment options are presented when initiating a Buying Transaction. The payment services are provided by third party payment service providers and are subject to the terms and conditions of the relevant payment service provider. We may choose to change the available payment options at any time.

8.4.3. When carrying out a Selling Transaction against payment in SEK or EUR, you must specify a bank account when initiating the Transaction, to which we will transfer your SEK or EUR after execution of the order. We will only transfer your SEK or EUR to your own bank account, that you alone can access and are in control over. It is not possible to make transfers to a tax account (Sw. *skattekonto*). You may also use a joint bank account for receiving the transfer from Safello, in which case it is your responsibility that

only you and those who are the joint owners of the account can access and control the bank account. Safello is not responsible for any dispute between the joint account holders. When carrying out a Selling Transaction against payment in Supported Crypto-Assets, the relevant crypto-assets will be delivered to your Safello Customer Wallet.

- 8.4.4. Crypto-assets which have been delivered to your Safello Customer Wallet will be disposable by you when the checks and approvals necessary under applicable law or Safello's AML framework has been completed.
- 8.4.5. The applicable exchange rate, i.e. the exchange rate at which an Exchange Transaction is actually carried out, is determined when Safello has executed your Exchange Transaction with Safello's liquidity providers (the "**Applicable Exchange Rate**").
- 8.4.6. The exchange rate indicated when the Customer initiates a Transaction reflects the best real time exchange rate available for Safello at that time, including the additional spread for Buy- and Sell-orders, and therefore only serves as an estimated exchange rate for Transactions initiated at that time (the "**Estimated Exchange Rate**"). Hence, the Applicable Exchange Rate and the Estimated Exchange Rate may differ upward or downward (i.e. the difference may have a positive or negative impact on the Applicable Exchange Rate).
- 8.4.7. The Applicable Exchange Rate for an individual Transaction is set out on the receipt provided to the Customer as evidence of completion of the Transaction.
- 8.4.8. Safello strives to ensure that your Exchange Transactions are executed as soon as possible. However, the execution time may vary depending on the payment method chosen by the Customer. In addition, there are technical risks as well as mandatory compliance procedures which could cause delays to the processing and execution of the Exchange Transaction, which in turn may result in a more significant difference between the Estimated Exchange Rate and the Applicable Exchange Rate.
- 8.4.9. Exchange Transactions are automatically placed with Safello's liquidity providers and cannot be cancelled and refunded. However, if the processing has been delayed and the order has not yet been placed with Safello's liquidity providers, Safello's customer support team will reach out to you, and you may choose to carry out the Exchange Transaction or receive a refund.
- 8.4.10. Safello assumes no responsibility or liability for any fluctuation of the exchange rate between the initiation and execution of an Exchange Transaction, or any direct or indirect loss incurred by a Customer or a third party due to delayed execution of a Transaction other than as set out in Section 15.
- 8.4.11. Trading with crypto-assets involves risks and is, among other things, subject to a high degree of price volatility, see Section 10 (Risks and warnings). Safello has no responsibility and shall not be liable for any direct or indirect loss incurred by a Customer or a third party due to changes of the price of crypto-assets.

#### **8.5. The Transfer Service**

- 8.5.1. We do not guarantee the identity of any user, receiver or other third party and Safello will have no responsibility or liability for any errors due to inaccurate or incomplete instructions from you regarding Withdrawal Transactions.
- 8.5.2. Once placed, a Deposit- or Withdrawal Transaction will be pending for a period of time awaiting sufficient confirmation by the blockchain. Crypto-Assets subject to Deposit- or Withdrawal Transactions in a pending state will not be included in the balance on your Safello Customer Wallet and will not be available for further Transactions until confirmed by the blockchain. When a Transaction is successfully completed, you will see the updated balance on your Account. Information about execution times can be found [here](#).
- 8.5.3. Customers shall always pay attention to which crypto-assets are currently Supported Crypto-Assets in relation to specific Transactions. You may not attempt to use your Safello Customer Wallet to store,



transfer or receive crypto-assets other than the Supported Crypto-Assets. We assume no responsibility or liability in relation to any attempt to use your Safello Customer Wallet for digital assets that we do not support or in the event of any unsupported asset being sent to your Safello Customer Wallet.

#### 8.6. Safello Wallet

- 8.6.1. In the event of airdrops to the Safello Hot Wallet or the Safello Vault (i.e. that crypto-assets are sent to these wallet addresses by an external party, on such external party's initiative and without consideration) Safello shall have no responsibility to allocate any such crypto-assets received among Safello Customer Wallet users. The foregoing shall apply correspondingly in relation to crypto-assets received in the Safello Hot Wallet or the Safello Vault as a result of chain splits (i.e. in case of a hard fork of the blockchain resulting in the creation of additional crypto-assets).
- 8.6.2. The ownership of the crypto-assets in the Safello Customer Wallet shall at all times remain with the relevant Customer. Safello shall treat all Customers' crypto-assets as escrow funds (Sw. *redovisningsmedel*) held on behalf of each respective Customer, and except as necessary to carry out Transactions on behalf of Customers, Safello shall at all times hold such crypto-assets in the Safello Vault and thereby separate from Safello's own crypto-assets. The transactions and balances in relation to each Customer's crypto-assets shall be recorded by Safello in a ledger. Except as required by a valid court order or order from a competent authority, Safello will not dispose of crypto-assets in a Customer's Safello Customer Wallet unless instructed by the Customer, or as set out in Section 3.4 or 12.3.
- 8.6.3. Certain Supported Crypto-Assets constitute so-called governance tokens, which means that, according to the relevant white paper, they grant the holder the right to participate in the governance of the protocol. At present, there is no practical possibility for Safello to enable Customers to exercise voting rights within the Safello Wallet. Customers who wish to exercise such voting rights must therefore transfer the crypto-assets to an external wallet and will consequently be unable to exercise their voting rights within the course of Safello Wallet.

#### 8.7. Auto-Save

- 8.7.1. When setting up an Auto-Save, you consent to set up recurring payments by charging your designated payment card in order to carry out automatic recurring Buying Transactions with the amount and frequency scheduled by you ("**Recurring Payments**"). The Recurring Payments are carried out in accordance with your Account settings regarding amount, the frequency and the dates when the recurring Buying Transactions shall be carried out. If a chosen Transaction date is a Swedish bank holiday, the Transaction will be carried out on the next bank day. You can set up one or more Auto-Save in your Account settings.
- 8.7.2. Your Recurring Payments will continue based on your Account settings until either you or Safello terminate your Auto-Save. Safello may in this respect, at any time, terminate your Auto-Save in accordance with Section 12. You may terminate an Auto-Save via your Account at any time. Such termination will be effective immediately and cancel the first following Transaction unless payment in respect of the Transaction has already been initiated from your designated payment card, if that is the case, the termination will be effective and cancel all Transactions from (but excluding) the first following Transaction.

### 9. Service restrictions and restricted use

- 9.1. Safello's website and Services do not address people who are prohibited under the applicable law of their citizenship, domicile or residence from having access to or using such websites and services. Persons who are prohibited from having access to the information on this website, or those who are in doubt whether or not they are permitted to access or use Safello's Services are kindly requested to leave Safello's website.
- 9.2. You, as a Customer, agree to comply with the requirements of applicable law, these Terms and all guidelines communicated by Safello from time to time in respect of the Services.



- 9.3. Any use of the Services for illegal or unlawful purposes is prohibited, including but not limited to, directly or indirectly facilitate:
- i. money laundering, terrorist financing, financing of weapons;
  - ii. human trafficking;
  - iii. purchasing, distribution, offering or promotion of any goods or services that may violate intellectual property rights or other third-party rights;
  - iv. access to drugs;
  - v. illegal gambling services or laundering of money originating therefrom;
  - vi. content in media in violation of applicable laws in respect of the protection of minors or which is otherwise harmful to minors;
  - vii. trade with protected animals or protected plants;
  - viii. any illegal purchasing or sale of goods, technology, services (including, but not limited to IPTV provided in breach of applicable law) or other transactions with third parties;
  - ix. transferring crypto-assets to, or receiving crypto-assets from, blockchain mixers, tumblers and any other services obfuscating the origin or destination of the crypto-assets;
  - x. transferring crypto-assets to, or receiving crypto-assets from, privacy wallets or high-risk services including but not limited to services listed [here](#);
  - xi. transferring crypto-assets to, or receiving crypto-assets from, exchanges registered in any high-risk jurisdiction (constituting Non-Cooperative Countries or Territories), such as Iran and North Korea; and
  - xii. any other use in breach of applicable law.
- 9.4. Your use of our Services shall not violate public interests, public ethics or others' legitimate interests including but not limited to taking any action that would interfere with, disrupt or negatively affect other Customers' use of the Services.
- 9.5. The use of any "deep link", "page scrape", "robot", "spider" or other automatic device, program, script, algorithm, methodology or process to access, acquire, copy, or monitor any part of Safello's properties or in any way reproduce or circumvent the functioning of the Services to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services is prohibited.
- 9.6. Probing, scanning, or testing the vulnerability of the Services or any network connected to such, or any breach of the security or authentication measures on the Services or any network connected to the Services is prohibited.
- 9.7. Taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services or Safello's systems or networks or any systems or networks connected to the Services, or using any device, software, or routine to interfere with the proper functioning of the Services or any transaction conducted on the Services, or with any other person's use of the Services is prohibited.
- 9.8. You may not impersonate a person, manipulate identifiers or use the Service via means of social engineering in order to disguise identity or the origin of any message or transmission sent to the Services.
- 9.9. In case of prohibited use of the Services Safello will take action by Cancelling or Blocking of Account or Transaction, and reserves the right to take legal action. Further information regarding the consequences of any use of the Services contrary to these Terms is set forth in Section 12.

## 10. Risks and warnings

Customers shall understand and obtain knowledge about the inherent risks of crypto-assets and how to manage crypto-assets. The main risks related to crypto-assets and the Services are listed below.

- i. Buying and selling crypto-assets is speculative and subject to a high price volatility. There is a risk that a Customer may lose all or part of its investment in crypto-assets.
- ii. crypto-assets and the pricing of such are by their nature not guaranteed by any organization or state and crypto-assets may therefore not be considered as a monetary asset. Cryptographic units of value are not legally currencies and are accepted only in a few jurisdictions and only by some market participants as a means of payment. Consequently, crypto-assets have a very limited usage as a means of payment, and the high price volatility increases the risk that a Customer may lose all or part of its investment in crypto-assets.
- iii. Since the Services are internet-based, there is a risk of hacking, internet vulnerability, theft and other cyber related crime towards property. Safello encourages its Customers to take necessary precautions to mitigate such risks on their end by ensuring due care when using the Services, following Safello's instructions carefully and building knowledge regarding these risks. To mitigate the risk of unauthorized use of your Account, you are not allowed to use the Services by using third party service providers or by accepting support from any third party. Third parties could impersonate Safello's support personnel, and Customers shall therefore only use Safello's customer service which you can reach [here](#). You may only use the Services through Safello's Channels, acting only by your own will and for your own benefit. By not adhering to these Terms, you increase the risk of becoming a victim of third-party fraud.
- iv. Buying and selling crypto-assets is, as mentioned above, subject to a high price volatility. The price volatility in combination with the time it takes to process and execute a Transaction result in an exchange rate risk, implying that a Transaction may be subject to an exchange rate which significantly deviates from the estimated exchange rate indicated in the Channel when initiating the Transaction.
- v. Customers shall inform themselves about the relevant tax consequences related to buying, selling, owning and transacting in crypto-assets in their jurisdiction.
- vi. There are regulatory risks since the internet and crypto-assets have worldwide coverage but crypto-assets are regulated differently, or not allowed at all, in different jurisdictions. Therefore, Customers shall keep themselves informed about regulatory and legal changes which may impact their ownership and ability to dispose of their crypto-assets.
- vii. Customers shall be aware of the transmission risks of the internet. The internet-based trading system implies risks related to for example the failure of hardware, software, and Internet connections which may lead to communication failures, disruptions, errors, distortions or delays during the use of Services.
- viii. Transactions of crypto-assets which have been registered on the blockchain are irreversible and can only be refunded by the receiving party. Consequently such Transactions cannot be reversed or cancelled.

## 11. Term and termination by the Customer

- 11.1. This agreement between you and Safello shall remain in effect until you are no longer a user of the Services and there are no outstanding claims.
- 11.2. You may stop using the Services at any time. With regard to Auto-Save, you may terminate this Service at any time through your Account, thereby cancelling the Recurring Payments to Safello, as further described in section 8.6.2. You agree to pay all fees and any costs incurred for Services performed before you terminate the Services. If you wish to delete your Account with Safello, you may send an email to [support@safello.com](mailto:support@safello.com). Information that Safello is required to retain by law will be retained in accordance with applicable legislation.
- 11.3. Upon termination of these Services you have access to your Account for thirty (30) calendar days following the termination, for the purposes of emptying your Safello Customer Wallet of crypto-assets through Withdrawal Transactions and Selling Transactions. You will not be permitted to use the Services or your Account for any other purpose during this time. After the thirty (30) calendar days period, your Account will be automatically deleted and you will no longer be able to login to your Account or initiate Transactions by using the Account. Fees will apply in accordance with what is set forth on the fee page which can be found [here](#).

11.4. Termination of the Services and deletion of your Account does not imply deletion of your personal data to the extent Safello is legally obliged to keep such. Please see our [Privacy Policy](#) for more details on how we handle your data.

## 12. Breach of Terms and termination by Safello

12.1. Safello may terminate the Services to you with immediate effect if Safello determines that your use of the Services is not in accordance with applicable law, our AML framework and/or these Terms. Safello further has the right to take the following actions:

- i. Block an Account, which implies that the Customer is no longer able to login to his/her Account and initiate Transactions by using his/her Account, until the action is lifted.
- ii. Block a Transaction: which implies that a Transaction initiated by a Customer is stopped.
- iii. Cancel an Account, which implies that the Customer is no longer able to login to his/her Account and initiate Transactions by using his/her Account. This action is final and cannot be lifted.
- iv. Freeze a Transaction, which implies that a Transaction initiated by a Customer is not carried out, but the crypto-assets, SEK or EUR (as applicable) remain in the custody of Safello, until the cause for freezing the Transaction ceases and the freezing is lifted.

12.2. The decision to Block or Cancel an Account, Freeze or Block a Transaction or terminate the Services pursuant to these Terms is made by Safello in its sole discretion, based on applicable law, these Terms and our AML framework, proportionate to the severity of the Customer's breach and the potential risks associated with such breach.

12.3. In the event of Cancellation or Blocking of Account due to fraud investigations or breach of applicable law, or if otherwise required due to applicable law and/or our AML framework, Safello maintains full custody of data and crypto-assets held in a Safello Customer Wallet of a Customer subject to such action. Such data and crypto-assets may be turned over to the competent authorities on their request, and in respect of fraudulent transactions, the crypto-assets may be sold with payment of the proceeds to the originating bank from which the payment to purchase the relevant crypto-assets was made, upon request by the bank.

12.4. If Safello terminates the Services to you and Cancel your Account, you will, provided that it is not in breach of applicable law, receive notice regarding this through your Account where you are urged to, through Selling Transactions, empty your Safello Customer Wallet of your crypto-assets within thirty (30) calendar days from the date of the notice. In the event that the Customer fails to comply with such notice, Safello reserves the right to exchange the Customer's crypto-assets in accordance with Section 3.4. Fees will apply in accordance with what is set forth on the fee page which can be found [here](#).

## 13. Intellectual Property Rights

13.1. Safello retains all intellectual property rights (including but not limited to copyright, trademarks, trade names etc.) to the Services, the software, the website and all content on it, including in relation to updates as a result of feedback from Customers. The Services, the software, the website and content may not be modified, reproduced, decrypted, duplicated, copied, downloaded, stored, further transmitted, disseminated, transferred, disassembled, broadcasted, published, removed or altered and no derivative works may be created on basis thereof.

13.2. The software, the website and the content shall only be used for the purpose of using the Services and only for your own use. For this purpose, Safello grants the Customer a revocable, limited, royalty-free, non-exclusive, non-transferable and non-sublicensable licence to access and use the software, website and the contents on it and any resale, leasing, time sharing, marketing, sub-licensing or any other assignment, transfer or distribution of the Services or the software, website and content is prohibited.

13.3. The trademarks or logos included on the site shall not be reproduced, published or distributed or used in any manner without the prior written consent of Safello. What is set forth in these Terms regarding Safello's intellectual property rights shall apply correspondingly to any intellectual property rights of third parties used by Safello.

13.4. By accepting these Terms, you agree to respect the intellectual property rights of Safello and third parties and agree to use such in accordance with applicable law.

#### **14. Disclaimer of warranty**

14.1. The Services are provided "as is" and Safello provides no warranty as to the availability or functionality of the Services. Neither do we provide any warranty as to the availability of Safello's website.

14.2. We keep improving and upgrading our website and our Services, which may result in occasional server outages. We may perform maintenance or updates to the Services at any time we see fit, however, we aim to schedule maintenance when our servers are less busy. This still could result in periods during which the Services are temporarily unavailable. We may further temporarily restrict or disable access to our Services in whole or in part in respect of certain crypto-assets in the event of significant upgrades or disturbances to the protocols of such crypto-assets, such as hard forks, outages or settlement problems, in which case such measure will be lifted once the reason therefore no longer exist. Should our Services be disabled, we strive to, as soon as it is possible, notify the Customers by e-mail or in the Customers Accounts about steps taken and, if possible, any available time estimate when the Services are expected to be reinstated. However, we are not required to provide such notification. Safello disclaims liability for lack of availability or functionality to the extent permitted by applicable law.

#### **15. Limitation of liability**

15.1. Safello assumes no responsibility for any loss incurred due to incorrect information provided by the Customer (including but not limited to mistyped external wallet addresses) or Customer's loss of passwords.

15.2. To the fullest extent permitted by law, Safello assumes no responsibility for any loss unless caused by Safello's negligence, and shall not be liable for any indirect loss unless caused by Safello's gross negligence.

15.3. Safello shall have no responsibility for any third-party vendors who themselves offer their services to Customers, or their information or products displayed by Safello. Safello shall not be liable for any direct or indirect loss incurred by a Customer or a third party caused by such third party vendors, their products or how their information is interpreted or used.

15.4. To the fullest extent permitted by law, Safello's total liability for any individual claim or series of connected claims for any loss shall, unless caused by Safello's gross negligence, be limited to:

- (i) in respect of a claim relating to a specific Transaction: the Transaction amount, determined as the actual value of the Transaction at the time of incurring the relevant loss, which shall be the equivalent to, a) in respect of Selling Transactions, the amount of SEK or EUR the crypto-assets were exchanged to, or in case an exchange was not carried out, the value of the crypto-assets paid in by the Customer for exchange, or b) in respect of Buying Transactions, the value of the crypto-assets the SEK or EUR were exchanged to, or in case an exchange was not carried out, the amount of SEK or EUR paid in by the Customer for exchange, or c) in respect of Withdrawal or Deposit Transactions, the value of the crypto-assets subject to the Transaction; or

- (ii) in respect of a claim which is not related to a specific Transaction: the aggregate amount of crypto-assets held in the Customer's Safello Customer Wallet at the time of incurring the relevant loss.

15.5. Notwithstanding the above, Safello shall be liable towards its Customers for the loss of any crypto-assets in a Customer's Safello Wallet as a result of an incident that is attributable to Safello, up to a value corresponding to the market value of the crypto-asset that was lost, at the time the loss occurred.

#### 16. Indemnity

You agree to indemnify and hold harmless Safello, our representatives, employees, partners, agents and third party service providers from and against any claim, cost, loss, liability or damage (including, without limitation, reasonable attorneys' fees) incurred directly or indirectly as a result of your use of and access to Safello's website or our Services in violation of:

- i. these Terms, where such breach is material;
- ii. any third-party right, including without limitation to, intellectual property rights.

#### 17. Cookies

Safello's website is using so-called cookies (cookies are small text files that are placed on the Customer's computer by websites that the customer is visiting for example in order to track your visit and collect certain information) in accordance with the cookie policy that you can find [here](#).

#### 18. Data protection

Safello treats all Customer data in relation to the Services in accordance with Safello's Privacy Policy which is published on Safello's website and which can be reached [here](#).

#### 19. Compatibility

To use the Services, your device must have an operating system or web browser that meets the minimum requirements: for iOS (e.g. iPhone, iPad): version 13.4; for Android: Android 6 (SDK version 23). If you are using the Services in a web browser, the browser must support HTML5 and have JavaScript enabled.

#### 20. No advice

Nothing in these Terms or Safello's supply of the Services or communication in relation thereto shall constitute any legal, tax or investment advice. Customers should consult such legal, tax and investment advisors as they deem appropriate in connection with use of the Services.

#### 21. Governing law and dispute resolution

21.1. Swedish law shall apply in relation to these Terms and the Services without taking into account its conflicts of law principles.

21.2. If you have concerns or are dissatisfied with any service, you should first contact Safello's customer service. It is important that you contact us with your matter as soon as possible so that we can help you quickly and in the best way. Contact details to our customer service can be found [here](#). If, after you have been in contact with Safello's customer service, you are still dissatisfied, you have the option of escalating the case to the Complaints Officer function at Safello. Instructions for how you do this can be found [here](#). Complaints may always be filed free of charge.

21.3. You have the opportunity to receive free advice from Konsumenternas Bank- och Finansbyrå. See [www.konsumenternas.se](http://www.konsumenternas.se). You can also turn to the consumer advisor in your municipality or to the Swedish Consumer Agency's consumer information "Hello, consumer". If you are not successful with your case with the Complaints Officer function at Safello, you have the option of taking the case further to Allmänna Reklamationsnämnden (ARN), or to general court. See [www.arn.se](http://www.arn.se) for information about Allmänna Reklamationsnämnden. You also have the option of submitting a report to ARN through the EU's online platform for dispute resolution via [ec.europa.eu/odr](http://ec.europa.eu/odr).

21.4. Any dispute, claim or controversy arising in relation to these Terms or the Services shall be settled by the courts of Sweden.

## 22. Miscellaneous

**Severability.** If a competent court deems any provision of these Terms invalid or unenforceable, it shall not affect the validity and enforceability of the remaining parts of the Terms which shall continue effective and unchanged.

**Entire agreement.** These Terms constitute the entire agreement between you and Safello. Other regular practice or methods of dealing between the parties will not be used to modify, interpret, supplement or alter these Terms.

**Waiver.** Safello's failure or delay in exercising any right, power or privilege under these Terms shall not be interpreted as a waiver thereof.

**Language.** These Terms as well as information about the Services are provided in English and in [Swedish](#). In the event of any inconsistencies or discrepancies between the English and Swedish versions, the Swedish version shall prevail. Any other communication between Safello and the Customers shall be in English or in Swedish.

**Force Majeure.** Safello is not accountable for any kind of damage you may incur due to events beyond Safello's control. These events include but are not limited to explosion, fire, flooding or other accidents, epidemic, pandemic, sabotage, event of warfare, strike or other work-related conflict, change of applicable law, or other decisions made by regulatory bodies. The conditions about strike or other work-related conflict also apply in cases where Safello takes action or is a target for such a conflict. In addition to what is normally be understood as events outside of Safello's control, an event which renders the supply of the Services more costly or onerous for Safello compared to what is the case under normal circumstances shall also be included.

**Assignment.** Customers cannot assign or transfer any rights or obligations under these Terms.

**Headings.** Headings of sections are for convenience only and shall not be used to limit or construe such sections.

## Order Execution Policy

This order execution policy applies to Safello AB's ("**Safello**" or the "**Company**") service Safello Exchange, Safello's brokerage service where customers can buy or sell crypto-assets against payment in fiat or other crypto assets. The Policy aims to ensure that Safello has necessary arrangements to ensure that the Company takes all necessary measures to achieve the best possible result when executing and handling customers' crypto-asset orders, that all customers are treated fairly, and to ensure the prompt and proper transmission of customer orders for execution. This Policy also establishes a non-discriminatory policy for which type of customers Safello agrees to transact with, and the conditions that shall be met by such customers.

Safello's Board of Directors has, in light of the above and article 77, 78 and 80 in MiCA<sup>1</sup>, adopted an order execution policy with the contents set forth herein (the "**Policy**"). The Policy applies to all employees, including contractors and consultants.

The term "**liquidity provider**" refers to trading platforms and other crypto-asset service providers where Safello can execute orders on behalf of customers.

### 1. Customers and conditions

Safello agrees to transact with the following types of customers:

- Retail customers
- Corporate customers
- Institutional customers

Safello provides its services to retail and business customers with residence in Sweden and Institutional customers with residence in EES. Furthermore, Safello holds the right to provide the service to existing customers only. Customers are required to undergo the Company's KYC procedures and sign relevant customer agreements before conducting a transaction with Safello.

Safello may refuse to enter into, or discontinue a business relationship with customers or stop transactions in accordance with the Company's AML/CFT Policy. Furthermore, Safello holds the right to refuse to enter into or discontinue a business relationship with anyone engaging in illegal activities. Further conditions for the use of Safello's service are set out in the Company's Terms of Service.

Safello shall treat customers (including potential customers) with honesty, fairness and professionalism. Safello may not discriminate or treat customers differently and less favourably because of characteristics that are not related to their ability to meet the conditions stated above.

### 2. Fees and exchange rate

When executing customer orders, Safello charges a volume based transaction fee, based on different tiers where the customer's tier is objectively determined on the basis of the customer's trading volume. Safello's transaction fees for executing orders are firm and presented to the customer when the customer initiates the order.

The exchange rate includes a spread which covers Safello's costs for FX and fees to liquidity providers. The exchange rate offered to customers is determined in accordance with the best execution principles stated in this Policy.

The exchange rate at which an order is executed is decided when the order has been executed with the relevant liquidity provider. When preparing an order, the customer is presented with an estimated exchange rate, i.e. an estimated amount of crypto-assets or fiat to be received by the customer after execution of the order. The estimated exchange rate is provided to the customer when initiating the order, and the customer accepts the estimation when placing the order. Safello shall execute customer orders in a timely manner after the customer

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<sup>1</sup> Regulation (EU) 2023/1114 of the European Parliament and of the Council 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.



has placed the order.

The customer's transaction fee is deducted from the order and included in the estimated amount to be received post-settlement.

In order to provide customers with general information on current market rates, Safello also publishes mid-rates (i.e. the average of the current market buying- and selling rates respectively) for the crypto assets on the static pages of [www.safello.com](http://www.safello.com) and in the mobile app in the form of the current price and the historical price graph. The prices can be calculated in one of the two mechanisms:

1. For trading pairs BTC-SEK and ETH-SEK, Safello uses the prices from the completed orders by Safello customers;
2. For all other trading pairs, Safello uses an external API (CoinGecko) to present prices of specific crypto assets paired with the fiat currency selected by the customer (e.g. BTC-USD or USDC-SEK).

The above mechanism presents the most accurate general price indication at the moment but cannot be treated as an estimate for an individual order. Each customer needs to initiate an order to be presented with the estimated exchange rate for the individual order, and the applicable transaction fee will be presented simultaneously.

Should Safello decide to execute a placed customer order against its own capital instead of executing the order with a liquidity provider, Safello would be providing the crypto-asset service *exchange of crypto-assets for funds or other crypto-assets*. In such a case, the exchange rate offered to the customer placing the order must nevertheless be no less favourable for the customer than the terms offered by Safello's liquidity providers, i.e. in accordance with the best execution principles stated in this Policy.

### 3. Limitations

Due to the delay between the moment a customer accepts the estimate of the exchange rate and the moment when the order is executed with a liquidity provider, there always is a risk that the final exchange rate deviates from the estimated exchange rate. Although Safello puts in utmost effort to deliver the customer with an exchange rate that is no less favourable than the estimated exchange rate, there are certain limitations in this process. The risk of deviation increases in case the order is not executed immediately with a liquidity provider after the customer has placed the order.

In rare situations like the ones listed below, there is an increased risk of so-called slippage, i.e. that the final exchange rate at which an order is actually carried out differs from the estimated exchange rate which the customer accepted when placing the order. In cases when this difference is substantial, Safello should always request the decision from the customer if they would like to execute the order at the actual exchange rate.

Events increasing the risk for slippage:

- The size of the order is large enough to influence the execution price in the order book of the liquidity provider;
- The sudden price movement between the order estimate and the order execution influenced the exchange rate at which Safello could execute the order at the liquidity provider;
- The order was flagged by Safello's compliance systems (due to suspicion or any other alert), stopped from automated execution, and awaits a manual review by Safello staff which increases the delay.

There are also certain limitations as regards the general information provided by Safello on current market rates, i.e. the mid-rate exchange rates of the crypto-assets presented on the static pages and in the mobile app described above. Rates that are fetched from an external API that aggregates prices from multiple exchanges in the crypto market to deliver the most accurate price at any given moment. It is never the actual exchange rate at which Safello executes an order as each liquidity provider has their individual asset pricing. Therefore those prices should be treated as an approximation, not the offer or estimated exchange rate for any individual order. In addition, rates which are derived based on completed orders of other Safello customers are subject to a risk of being outdated, in case there has been no recent order in the Safello database.

## 4. Criteria for the best execution of orders

### 4.1 General rules

The basic rule is that all orders must be executed in a manner that achieves the best possible result for the customer. This means that Safello has an obligation to take all sufficient steps to obtain the best possible result for its customers on a continuous basis when executing customer orders.

When Safello executes a customer's order, it shall take all necessary measures to achieve the best possible result, taking into account the following execution factors:

- Price,
- Costs,
- Speed,
- Likelihood of execution and settlement,
- Size,
- Nature,
- Conditions of custody of the crypto-assets, and
- Any other considerations relevant to the execution of the order.

The best possible result shall be determined based on the total costs, consisting of the exchange rate and the costs relating to execution.

Safello shall have processes, routines and systems in place to ensure that the best possible result is achieved when executing customer orders. Safello shall monitor, regularly evaluate, and update its processes and procedures to attain best possible result. In cases where the business has made significant changes to its systems or procedures to attain best possible result, Safello shall inform its customers about the changes.

Safello is prohibited from receiving any remuneration, discount or non-monetary benefit in return for routing orders received from customers to a particular liquidity provider or Partner (as defined below).

#### 4.1.1 The customer's specific instructions

In cases where a customer has given specific instructions, Safello shall execute the order in accordance with these instructions. However, Safello shall inform the customer that specific instructions provided by the customer implies deviating from this Policy and might not result in the best possible result for the customer.

Safello shall refrain from executing an order based on the customer's instructions if the Company deems that executing the transaction in accordance with the customer's specific instructions would violate the rules of the liquidity provider where the customer's order would be executed or other regulations in the crypto market, such as market abuse.

### 4.2 Transmission of orders

When providing the service of execution of orders, there is normally no intermediary between Safello, acting on the customer's behalf, and the liquidity provider. However, it may occur that a customer wants to trade a crypto-asset for which Safello does not have access to the liquidity provider where this crypto-asset is traded. In these situations, the Company will forward the order to another crypto-asset service provider or institution (a "**Partner**") that executes the order, i.e. in this case Safello would be providing the crypto-asset service *reception and transmission of orders for crypto-assets on behalf of clients*.

The Company will, when choosing the Partner for the execution, take necessary measures to ensure that the selected Partner will achieve the best possible result for the customer.

In cases where the executing Partner allows Safello to choose between different liquidity providers, Safello shall select the liquidity provider based on where the best possible result for the customer is achieved.

## 5. Methods for order execution and transmission

Safello shall execute and transmit customer orders quickly, efficiently, and fairly. A customer must not be disadvantaged in relation to other customers, or in relation to Safello when the Company is trading on its own behalf. Comparable orders shall be executed in the order they are received, unless there are specific reasons to execute them in a different order.

Safello shall inform customers of any significant difficulties in executing or transmitting an order correctly as soon as the Company becomes aware of the difficulty.

## **5.1 Choice of liquidity provider**

When a customer places an order, Safello will execute it with a liquidity provider where Safello has access and where the best possible result can be achieved for the customer. The crypto-assets offered by Safello within the scope of its services can be traded with one or several of the liquidity providers to which Safello has access. The choice of liquidity provider where an order will be executed is determined by the best possible result for the customer, through Safello's system for smart order routing, which is used to optimize how orders are routed to different liquidity providers with the aim of achieving best execution.

Currently, Safello can execute customer orders with the following liquidity providers:

- Bitstamp Europe S.A.
- B2C2 Overseas Ltd
- LMAX Digital Broker Limited
- Bitvavo B.V.
- Scrypt Digital Trading AG
- Tradias GmbH

When procuring a new liquidity provider, Safello shall ensure that it has internal rules, processes and procedures for best execution, compliance with AML/CTF regulations, and fulfils certain additional requirements in accordance with Safello's internal framework.

## **5.2 Execution of orders outside a trading platform**

Since the smart order routing system, as described above, routes orders to a trading platform or another crypto-asset service provider depending on where the best price etc. can be obtained, the customer's prior consent to that orders may be executed outside a trading platform is collected by way of the customer accepting the terms of service, where this Policy is included.

## **5.3 Order placement and capacity**

When Safello executes customer orders, the Company can act in different capacities; Safello may trade on the customer's behalf or execute customer orders against the Company's own books. In both capacities, the best execution requirements shall apply.

## **6. Reservations**

In the event of market disruptions or issues within Safello's own system, such as interruptions or lack of availability in technical systems, it may, according to the Company's assessment, be impossible or inappropriate to execute orders in the manner specified in this Policy. The Company will then take all reasonable steps to achieve the best possible outcome for customers in another way.

If the disruptions are of a serious nature, the Company shall take reasonable measures to contact its customers whose orders have not yet been executed in order to obtain specific instructions. If the Company is unable to contact its clients, it will act based on what is deemed to be in the customer's best interest, and the customer will be bound by the outcome.

## **7. Information to customers**

If there are material changes to this Policy, Safello shall inform its customers about this via their registered email address or in another suitable manner. Significant events that could impact best execution of customer orders shall be considered as a material change.

The possibility to execute orders with additional liquidity providers, or terminating the possibility to execute orders with a liquidity provider, or the entry into or termination of a cooperation with a Partner is generally not considered as a material change, unless it relates to a liquidity provider which Safello relies upon for execution of a certain crypto-asset, and where the change materially impacts one or several of the abovementioned factors to be considered for best execution in relation to the relevant crypto-asset.

If a customer requests documentation as proof that this Policy has been complied with in the customer's specific case, Safello shall provide this to the customer.

#### **8. Employees own transactions in crypto-assets and prevention of market abuse**

Safello shall prevent the misuse by its employees of any information relating to customer orders. Safello has established internal rules for employees' own transactions in crypto-assets.

## Custody Policy

The custody policy aims to ensure that Safello AB (“**Safello**” or “the **Company**”) has adequate routines for safeguarding customers’ crypto-assets and that Safello manages customers’ crypto-assets in a safe and reliable manner. Safello’s Board of Directors has, in light of the above and article 70 and 75 MiCA<sup>1</sup>, adopted a custody policy with the contents set forth herein (“**the Policy**”). The Policy applies to all employees, including contractors and consultants.

### 1. Policy

In order to protect the rights of its customers in respect of their crypto-assets, Safello shall:

- Always segregate holdings of crypto-assets on behalf of customers from the Company’s own holdings and that, on the distributed ledger, Safello’s own crypto-assets are held separately from customers’ crypto-assets;
- Implement the necessary registration procedures and keep records to be able to, at any time and without delay, distinguish crypto-assets held for one customer from crypto-assets held for any other customer and from Safello’s own assets;
- Regularly keep, and maintain up-to-date, registers of positions in the name of each customer of the crypto-assets held by the Company on behalf of customers;
- Have appropriate routines in place to minimise the risks of loss of customers’ assets or rights relating to those assets as a result of misuse of the assets, unauthorized access, misadministration, lack of documentation or negligence.

### 2. Custody and safekeeping of customers’ crypto-assets

In the course of the Safello Wallet service, Safello acts as a custodian wallet provider, where the private keys to the wallet are held by, and hence controlled by, Safello. The crypto-assets held in Safello Wallet are assets held by Safello for the customers’ benefit on a custodial basis. This means that the ownership of the crypto-assets in Safello Wallet at all times shall remain with the relevant customer, and Safello shall not dispose of a customer’s crypto-assets unless instructed by the relevant customer.

Safello shall implement robust measures to ensure the safekeeping of customers’ crypto-assets, including secure storage solutions such as multi-signature wallets, or other approved measures. For this purpose, Safello uses Fireblocks’ secure infrastructure, which is utilising Multi Party Computing (MPC) technology.

Safello shall segregate customers’ crypto-assets from its own assets and ensure that they are held separately in designated wallets. Furthermore, crypto-assets held in custody shall be legally segregated from Safello’s estate, so that creditors of the Company have no recourse to crypto-assets held in custody by Safello. Safello treats all customers’ crypto-assets as escrow funds (Sw. “*redovisningsmedel*”) held on behalf of each respective customer, and except as necessary to enable transfers of crypto-assets for customers, shall at all times hold such crypto-assets in a separate wallet and thereby separated from Safello’s own crypto-assets.

### 3. Safekeeping of customers’ fiat funds

Safello only receives customers’ fiat funds as payment to Safello for the crypto-asset services and thus does not hold any customer fiat funds.

### 4. Registration and record-keeping

Safello shall keep a register of positions, opened in the name of each customer, corresponding to each customer’s rights to the crypto-assets. Safello shall as soon as possible record in that register any movements following any transactions made by the customers.

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<sup>1</sup> Regulation (EU) 2023/1114 of the European Parliament and of the Council 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.

## **5. Reports, information, and communication**

Safello shall provide customers with clear and transparent information regarding the custody of their crypto-assets and a summary of this Policy shall be made available on the website. Safello will also, upon the request of the customer, provide a summary of this Policy in an electronic format. Information about the procedures for depositing, withdrawing, and transferring crypto-assets, as well as any associated fees and charges, is set forth in the Company's terms of service which have to be accepted by the customers before they can sign up and access Safello's services.

Safello shall, at least quarterly, provide each customer with a report with an overview of the crypto-assets that the Company holds on behalf of the customer. The report shall include information about the identity of the crypto-assets concerned, their balance, their value and the transactions made during the period concerned. Safello shall also provide such a report upon the customer's request. The report is made available for customers upon log in to Safello's website or mobile app.

## **6. Use of third parties**

If Safello makes use of other crypto-asset service providers for the custody and administration of crypto-assets on behalf of customers, it may only do so if that service provider is authorized to provide that service in accordance with the MiCA regulation. In addition, such an arrangement shall be managed in accordance with Safello's *Outsourcing Policy*.

If Safello makes use of other crypto-asset service providers for the custody and administration of crypto-assets on behalf of customers, the Company shall inform its customers thereof.

Safello does not currently make use of any other crypto-asset service providers for the custody and administration of crypto-assets on behalf of customers.

## **7. Documentation**

All administrative actions and controls carried out in accordance with this Policy must be documented. Records kept for the purpose of this Policy shall be maintained in a way that ensures that they may be used as an audit trail.

Such records shall also include the following:

- Records that readily identify the balances of crypto-assets held for each customer;
- Details of third parties carrying out any tasks outsourced for the purpose of this Policy and details of the outsourced tasks;
- Agreements relevant to establish customer ownership over assets.

Safello shall ensure that information about a customer's crypto-assets is available so that the information can be provided to relevant authorities, an appointed bankruptcy administrator, and similar appointees. Safello shall ensure that the information to be made available is in accordance with applicable regulations.

## **8. Controls**

The Compliance function is responsible for conducting reviews of this Policy and Safello's procedures relating to custody and safekeeping of customers' funds, in order to ensure their effectiveness and compliance with regulatory requirements.

The risk control function is responsible for conducting controls of the management of customers crypto-assets within the framework of its risk analysis and risk management process.

Safello shall, when deemed necessary, engage independent auditors to conduct periodic audits of the Company's custody operations and controls.