

INVITY FINANCE S.R.O.

FORK AND AIRDROP TERMS

LAST UPDATE: 20. 10. 2026

1. GENERAL

- 1.1 These fork and airdrop terms ("**Fork Policy**") supplement the General Terms and Conditions ("**Terms**") and apply to the Bitcoins we hold for you in Custody. They set out how we proceed in the event of a fork, an airdrop or another change in technology and contain your express consent that the decision whether to make new cryptoassets available rests with us. Capitalized terms have the meaning given to them in the Terms.

2. FORKS AND AIRDROPS

- 2.1 A fork is a change in the rules of a network as a result of which a new network and new cryptoassets for the holders of the original cryptoassets may arise alongside the original network. An airdrop is a free distribution of cryptoassets to the holders of another cryptoasset. Another change in technology means a protocol upgrade, a change in the rules or governance of a network or any other event that may create or modify the rights attached to the Bitcoins in Custody. These cases are hereinafter jointly referred to as an "**Event**" and the cryptoassets or rights arising from an Event as "**New Cryptoassets**".

3. WHY WE DO NOT GUARANTEE SUPPORT

- 3.1 We store the Bitcoins in Custody with a custody provider that is a third party. Access to New Cryptoassets is technically possible only if the custody provider supports them. This depends on the custody provider's decision, which we can neither influence nor guarantee.
- 3.2 We assess every Event from the perspective of technological security. New Cryptoassets may run on untested software, lack replay protection or operate on an unstable network, and supporting them could compromise the security of your Bitcoins and of our systems. The security of the Bitcoins in Custody always takes priority for us.
- 3.3 We also assess the expected value and liquidity of the New Cryptoassets, whether they can be provided under our License pursuant to the MiCA Regulation and in compliance with anti-money laundering rules, and what operational costs their support would require.

4. DECISION TO MAKE NEW CRYPTOASSETS AVAILABLE

- 4.1 Whether and when New Cryptoassets are made available is decided solely by us on the basis of the criteria set out in Article 3. We may decide not to make

New Cryptoassets available, or to make them available later or only to a limited extent, for example solely by withdrawal to an External Wallet. In the case of a contested fork, we determine which network we consider to be the original one according to the prevailing support of miners, developers and the market and the approach of the custody provider.

- 4.2** We will inform you of a planned Event, of our decision and of the conditions under which New Cryptoassets may be made available via the Invity App or by email. Around the time of an Event, we may temporarily suspend deposits and withdrawals of the affected Bitcoins or other Services where necessary to protect the Bitcoins in Custody.

5. HOW TO OBTAIN NEW CRYPTOASSETS

- 5.1** If you want to be certain of obtaining the New Cryptoassets from an expected Event, you may withdraw your Bitcoins from Custody to an External Wallet in accordance with the Terms before the Event. You will then obtain the New Cryptoassets directly, without our involvement.

6. YOUR CONSENT AND WAIVER

- 6.1** Under Article 75(4) of the MiCA Regulation, in the case of an Event you are entitled to New Cryptoassets to the extent of your Bitcoins in Custody at the time of the Event, unless you expressly agree otherwise with us. By confirming your consent to the Fork Policy in the Invity App, you enter into such an agreement with us and expressly:

- (a) acknowledge that the decision whether to make New Cryptoassets available rests solely with us pursuant to Article 4,
- (b) agree that if we do not make New Cryptoassets available, you have no claim against us for their delivery or crediting or for compensation of their value, and you waive any such claim,
- (c) acknowledge that we are not obliged to take any steps to obtain New Cryptoassets, including towards the custody provider, and that we are not liable if they cannot be obtained,
- (d) acknowledge that your consent applies to all Events occurring after it is given.

- 6.2** You give your consent separately and independently of your acceptance of the Terms, by active confirmation in the Invity App. We keep a record of the date, time and wording to which you consented. Consent is voluntary.

7. FINAL PROVISIONS

- 7.1** The Fork Policy forms part of the Agreement and prevails over the Terms in matters concerning Events.