

**IN THE GENERAL DIVISION OF THE HIGH COURT OF THE REPUBLIC OF
SINGAPORE**

HC/OC /2024
HC/SUM /2024

Between

NOTIONAL PTE LTD
(Singapore UEN No. 202226456W)

...Claimant

And

PERSONS UNKNOWN
(ID No. Unknown)

... Defendant(s)

AFFIDAVIT

I, JACOB ANTHONY GADIKIAN (USA Passport No. A35386903), care of Notional Pte Ltd, 112 Robinson Road, #03-04, Singapore 068902 do solemnly and sincerely make oath / affirm and say as follows:

1. I am a director and the Chief Executive Officer of the Claimant. I also hold 48.9% of the issued and paid-up share capital of the Claimant and am the majority shareholder of Claimant. I am duly authorised by the Claimant to make this affidavit on its behalf.

2. The matters deposed to herein are either of my own knowledge or are based on the documents in the possession or control of the Claimant. Insofar as the matters deposed to herein are within my personal knowledge, they are true. Insofar as the matters deposed to herein are based on the documents in the possession or control of the Claimant, they are true to the best of my knowledge, information and belief.
3. Exhibited hereto and marked "**JAG-1**" is a bundle of documents which I shall be referring to in this affidavit, and numbers appearing in bold within square brackets ("[]") are references to page numbers of the bundle.
4. I make this affidavit in support of the Claimant's application for the following orders against the Defendant(s):
 - (a) Proprietary injunction prohibiting the Defendant(s) from dealing with, disposing of, or diminishing the value of the cryptocurrencies and Non-Fungible Tokens ("NFT") belonging to the Applicant (collectively, the "**Stolen Assets**") and the traceable proceeds from the Stolen Assets.
 - (b) Worldwide freezing injunction prohibiting the Defendant(s) from dealing with, disposing of, or diminishing their assets up to the value of USD 1,513,833 being the value of the Stolen Assets at the time of their unauthorised transfer.

5. I also make this affidavit in support of the Claimant's application for the following orders:
 - (a) That Nest Services Limited (Seychelles Registration No. 238045), the operator of Binance.com, the cryptocurrency exchange wherein the Defendant(s) deposited 10 Celestia tokens ("\$TIA") and 152.5 Cosmos tokens ("\$ATOM"), assist in the tracing of the Stolen Assets and the identification of the Defendant(s) by disclosing to the Claimant the specific information and documents within 7 days from the date of the order.
 - (b) That Kucoin.com, the cryptocurrency exchange where the Defendant(s) deposited 10 \$TIA, assist in the tracing of the Stolen Assets and the identification of the Defendant(s) by disclosing to the Claimant the specific information and documents within 7 days from the date of the order.
 - (c) That Private Project Facilitators Ltd (Belize Company No. 176168) or the entity operating eXch.cx, the cryptocurrency exchange where the Defendant(s) deposited 202.7490618 Ethereum tokens ("\$ETH") and swapped certain \$ETH into Monero tokens ("\$XMR"), assist in the tracing of the Stolen Assets and the identification of the Defendant(s) by disclosing to the Claimant the specific information and documents within 7 days from the date of the order.
 - (d) That the following entities, who are the operators of major Cosmos cryptocurrency wallet software, assist in the tracing of the Stolen Assets and the identification of the Defendant(s) by disclosing to the Claimant, the

specific information and documents, within 7 days from the date of the order:

- (i) Ambit Tech Pte Ltd (Singapore UEN No. 202218587R), operator of LEAP Wallet.
 - (ii) Cosmostation LLC (ID No. Unknown), operator of Cosmostation Wallet.
 - (iii) D'Apps Platform Inc (ID No. Unknown), operator of Trust Wallet
 - (iv) Rainbow Studio, Inc (ID No. Unknown), operator of Rainbow Wallet.
 - (v) Chainapsis Inc (ID No. Unknown), operator of Keplr Wallet.
- (e) That the following entities, who are creators and maintainers of blockchains in which the Stolen Assets originate, assist in the tracing of the Stolen Assets and the identification of the Defendant(s) by disclosing to the Claimant, the specific information and documents, within 7 days from the date of the order:
- (i) Strange Loop Labs AG (ID No. Unknown), founder of the Celestia blockchain.
 - (ii) Osmosis Labs (ID No. Unknown), founder of the Osmosis blockchain.
 - (iii) Public Awesome LLC (ID No. Unknown), founder of the Stargaze blockchain.

- (f) Permission be granted for the Claimant to serve a sealed copy of the orders made herein on the entities listed at Paragraphs 5(a), (b), (c), (d)(ii) to (iv) and (e)(i) to (ii) (collectively, the “**Non-Parties (Foreign)**” in their respective jurisdictions.
- (g) Permission be granted for the Claimant to effect service of the orders made herein on the respective Non-Parties (Foreign) in the manner specified.
- (h) Service in the manner aforesaid in paragraph 5(g) shall be deemed good and sufficient service of the orders made herein on each of the Non-Parties (Foreign).
6. The Claimant’s application is premised on theft of the Stolen Assets belonging to the Claimant by the Defendant(s). The Stolen Assets are listed at Table A below.

TABLE A

S/N	Name and/or quantity of Stolen Asset(s)	Date and time (UTC) of unauthorised transfer	Value (USD) of Stolen Asset(s) at time of unauthorised transfer
1.	20 \$TIA	31 October 2023 3:10pm	200
2.	93,293 BitCanna tokens (“\$BCNA”)	23 December 2023 2:51am; 3:00am	1,269
3.	71,810.596 \$TIA	7 January 2024 8:53pm	1,085,776
4.	145,499 Sei tokens (“\$SEI”)	7 January 2024 8:58pm	103,566

S/N	Name and/or quantity of Stolen Asset(s)	Date and time (UTC) of unauthorised transfer	Value (USD) of Stolen Asset(s) at time of unauthorised transfer
5.	218,900.198 Stargaze tokens (“\$STARS”)	7 January 2024 8:58pm to 8:59pm	9,097
6.	11 Bad Kid NFTs comprising of: <ul style="list-style-type: none">• Bad Kid NFT #9798• Bad Kid NFT #2184• Bad Kid NFT #2211• Bad Kid NFT #2739• Bad Kid NFT #3085• Bad Kid NFT #3547• Bad Kid NFT #4030• Bad Kid NFT #4160• Bad Kid NFT #6479• Bad Kid NFT #7280	7 January 2024 8:58pm to 8:59pm	45,798
7.	21,745.85 \$ATOM	7 January 2024 9:36pm	212,143
8.	15,000 Osmosis tokens (“\$OSMO”)	30 January 2024 9:25am	26,334
9.	18,999 \$OSMO	6 February 2024 12:27am	29,639
TOTAL			1,513,833

7. In response to the theft of the Stolen Assets, in or around February 2024, the Claimant engaged Chainalysis, Inc (“Chainalysis”), a blockchain data platform

and an investigative service provider for cryptocurrency-related crimes to investigate the theft of the Claimant's assets. Chainalysis has provided the Claimant with a Crypto Incident Response Report dated 3 May 2024 ("Chainalysis Report"). A copy of the Chainalysis Report is exhibited hereto at [65 - 106]. The matters set out in this affidavit are based on the Chainalysis Report as well as my technical knowledge and industry experience.

8. As of the date of this affidavit, the Claimant has not been able to identify the Defendant(s), which are any person(s) or entity(ies) who carried out, participated in or assisted in the theft of the Claimant's Stolen Assets, between 31 October 2023 and 6 February 2024, save for the provision of cryptocurrency hosting or trading facilities.

9. As of the date of this affidavit, based on the Claimant's investigations:
 - (a) A portion of the Claimant's Stolen Assets reside in wallets that are not within the ownership and/or control of the Claimant, as set out in Table B below.

TABLE B

S/N	Name and/or quantity of Stolen Assets	Wallet address	Operator of wallet address
1.	40,000.588 \$TIA	celestia1r0ctpgx6pe5s9jse mesm3vs9jvm3jgxf7re4tj	Unknown
2.	4,000 \$TIA	osmo1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxf8jm48d	Unknown

S/N	Name and/or quantity of Stolen Assets	Wallet address	Operator of wallet address
3.	1 \$SEI	sei1r0ctpgx6pe5s9jsemesmf3vs9jvm3jgxfz9enh7	Unknown
4.	Bad Kid NFT #9798	Hostile Stargaze Wallet-1r0ct (as defined at paragraph 30 below)	Unknown
5.	Bad Kid NFT #2184	Hostile Stargaze Wallet-1r0ct	Unknown
6.	Bad Kid NFT #2211	Hostile Stargaze Wallet-1r0ct	Unknown
7.	Bad Kid NFT #2739	Hostile Stargaze Wallet-1r0ct	Unknown
8.	Bad Kid NFT #3085	Hostile Stargaze Wallet-1r0ct	Unknown
9.	Bad Kid NFT #3182	Hostile Stargaze Wallet-1r0ct	Unknown
10.	Bad Kid NFT #2547	Hostile Stargaze Wallet-1r0ct	Unknown
11.	Bad Kid NFT #4030	Hostile Stargaze Wallet-1r0ct	Unknown
12.	Bad Kid NFT #4160	Hostile Stargaze Wallet-1r0ct	Unknown
13.	Bad Kid NFT #6479	Hostile Stargaze Wallet-1r0ct	Unknown
14.	Bad Kid NFT #7280	Hostile Stargaze Wallet-1r0ct	Unknown
15.	218,900.198 \$STAR	Hostile Stargaze Wallet-1r0ct	Unknown
16.	4 \$OSMO	osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxqftwe	Unknown
17.	2.317886 \$OSMO	osmo1q0w3uu5lawc343azvsls9zlr4r4zectvr85u2v	Unknown
18.	10 \$TIA	celestia1cylgjyd70mheg3j3e2n7t758r07rarwytagltr	Kucoin
19.	10 \$TIA	celestia1fd3mclxp4e2fh0wpau3eg55x2fsm7yjxzg29j2	Binance

(b) A portion of the Claimant's Stolen Assets have been traced to proceeds which reside in wallets that are not within the ownership and/or control of the Claimant, as set out in Table C below.

TABLE C

S/N	Name and/or quantity of cryptocurrency assets	Wallet address	Operator of wallet address
1.	152.5 \$ATOM	cosmos1j8pp7zvcu9z8vd 882m284j29fn2dszh05cqvf9	Binance
2.	7.772664 USD Coin tokens (“\$USDT”)	osmo1q0w3uu5lawc343azvsls 9zlr4r4zectvr85u2v	Unknown
3.	4.248193 Akash tokens (“\$AKT”)	akash1y9wn8mlsmn6jxujwh 08xsevfe60t30grf7up3	Unknown
4.	25.396 \$ETH	0xE2240450744f67DD61289 A6071c9E72411F20105	Unknown
5.	713.0890314 \$XMR	Unknown	eXch.cx
6.	154.99 \$ETH	Unknown	eXch.cx
7.	127.703 \$ETH	0x758E54d88BDAb00bE93e8 9800D894ffdF0c63C5	Unknown

I. FACTUAL BACKGROUND

A. The Claimant's business operations

10. The Claimant is a company incorporated in Singapore with its registered address at 112 Robinson Road, #03-04, Singapore 068902. The Claimant is in the business of, amongst others, development of software and applications, and is an infrastructure and security provider for proof-of-stake blockchain networks. A copy of the ACRA Business Profile of the Claimant is exhibited hereto at [314]-[319].

11. A significant portion of the Claimant's operations are on the Cosmos network. The Claimant operated as a validator on approximately 40 blockchains within the Cosmos network including the Celestia blockchain, Sei blockchain and Osmosis blockchain. These blockchains are part of a blockchain ecosystem known as the "Cosmos network". Independent blockchains on the Cosmos network can interact with each other using an Inter-Blockchain Communication ("IBC") protocol, allowing their participants to make cross-chain asset transfers.

12. In order to contextualise the Claimant's business operations, I will briefly explain the nature of blockchains, the private / public keypair, seed phrases and the specific characteristics of blockchains within the Cosmos network:

- (a) Blockchains rely heavily on deterministic behaviour. Deterministic behaviour can be defined as: “For a given set of inputs, the function will always result in a predictable output”.
- (b) Blockchains also rely on the concept of asymmetric cryptography, in which a user holds a “secret key”, which remains private. Each secret key has a mathematically-derived unique public key. However, the inverse operation is not possible. Therefore, the secret key cannot be mathematically-derived from the public key. The secret key can be used by the user to encrypt plaintext (data in an unencrypted form) into ciphertext (encrypted data). This data can then only be decrypted back into plaintext by the corresponding public key. This behaviour is used in blockchains to allow users to “sign” a message – in this case the public key is used to cryptographically verify that the signer of the message has knowledge of the secret key. The secret key is often referred within blockchains as the “private key”.
- (c) A cryptographic hash is a one-way irreversible mathematical function applied to variable length data that results in a fixed length output. Hash functions are deterministic. Whilst it holds true that for any function taking infinite (variable length) inputs and resulting in finite (fixed length) output there must be infinite inputs for any given output, the size of the output (in Cosmos networks, the SHA256 hash function is used, with 2^{256} bits of

output data) means that discovering collisions (multiple inputs deriving the same output) is computationally unfeasible.

- (d) Tokens on a blockchain are associated with an address, often referred to as a wallet, which is based on a private / public keypair as described in paragraph 12(b) above. Knowledge of this private key is critical to retaining ownership over funds. If the owner loses their private key, they lose access to their funds. If the private key falls into the wrong hands, or is compromised, then whomever has knowledge of the private key has full access to the wallet.
- (e) Each blockchain wallet is based upon a private key, and the address of the wallet is determined by some deterministic function over the public key. In Cosmos network blockchains, addresses are determined as the SHA256 hash over the public key, truncated to 20 bytes in length.
- (f) For improved user experience, this address is then Bech32 encoded. Bech32 encoding makes an address more human friendly, by prepending a “Human Readable Prefix” (“**HRP**”) and appending a checksum suffix to validate that the address is valid, and no errors were introduced in copying an address. It also removes certain characters from the available set used to encode the address; for example neither 1 nor 0 are used due to visual similarity to 1 and 0 respectively. The numeral 1 is used only as a separator between the Human Readable Prefix and the address.

- (g) A typical address for the Cosmos blockchain, with the prefix Cosmos, is cosmos15070942wq8s97z8eax9wcxhpp8nuummjs2vypn, with the following parts:
- (i) HRP: cosmos
 - (ii) Separator: 1
 - (iii) Address: 5070942wq8s97z8eax9wcxhpp8nuummj
 - (iv) Checksum: s2vypn
- (h) As private keys are (generally) 32-bytes of random data, a scheme known as BIP-39 was introduced, to aid users in deriving and recovery of private keys. 12, 18 or 24 words are chosen at random from a set list of 2048 words. These words are subjected to a hash function to derive a private key. Given the hash function's deterministic behaviour, the same words in the same order, will always result in the same generated key. This set of 12, 18 or 24 words is referred to as a “seed phrase”.
- (i) “Hierarchical Deterministic” (“**HD**”) Derivation (otherwise known as BIP-44) is a scheme used to generate multiple private keys from a single seed phrase. The HD path is a string of the form (m/44'/CoinType'/Account'/Change/Index), where CoinType, Account, Change, and Index are non-zero integers that may be chosen by the user, and each determine the number of iterations of a given hash function which is to be applied over the result of the previous step, in order to determine an address. Given a single input seed phrase, it will be seen that changing

the parameters of the HD path will result in a different private key and corresponding public key. This allows users to generate multiple addresses from a single seed phrase, for different purposes. On Cosmos, the default HD path is (m/44'/118'/0'/0/0), however a small number of Cosmos network blockchains use different CoinTypes.

- (j) For Cosmos network blockchains, if an identical HD Path is used, the Bech32 encoded addresses will only differ by the Human Readable Prefix and the 6-character checksum suffix. The rest of the address will be identical.
13. On a Cosmos network blockchain, a validator is a special role which has responsibility for both producing blocks based upon a schedule, and for validating blocks produced by other nodes. In order to produce a block, a validator takes transactions from a queue, known as a “Mempool”, and submits them to other validators for processing. A supermajority (2/3+1 of voting power) must agree that the contents of the proposed block result in a given outcome for the block to be considered final.
14. Validators need to run hardware that is online 24/7. Any user may choose to become a validator, by running the requisite hardware, generating a special private key known as a “consensus key”, and sending a specific transaction (MsgCreateValidator) linking their wallet to the consensus key, to the network.

15. Due to the level of technical knowledge required to operate a validator, not all token holders have the skills to operate validators. A token holder may choose to “delegate” (also referred to as “bond” or “stake”) tokens to one or more validators instead, locking their tokens in the blockchain protocol, and thus delegating the voting power derived from their tokens to the validator(s) of their choice. The validator will then use the delegated voting power from all their delegators to participate in consensus and governance. The total number of tokens that are currently bonded (or “staked”) across a given Blockchain is referred to as the “bonded supply”.
16. Governance is a process by which decisions can be made democratically on-chain. Proposals are submitted and voted on by token holders who have delegated their tokens. Should the token holder choose to not vote on a proposal, their voting power inherits the vote of the validator to whom the tokens haven delegated. As such, the role of a validator is also one of democratic representation.
17. Most Cosmos network blockchains emit inflation periodically, and distribute some percentage of this to delegators, as a reward for using their capital to economically secure the network. A validator is free to choose a commission rate,

and this rate is charged to their delegators, allowing the validator to accrue commission based upon the number of tokens delegated to them.

18. The rewards and commission earned from the Claimant’s validator operations form a portion of the Claimant’s revenue, and were paid into the wallet addresses used by the Claimant to conduct validator operations on each blockchain. On most Cosmos network blockchains, the denomination of the rewards and commission earned are in the native token of that blockchain.
19. Some of the Claimant’s cryptocurrency assets are contained in a Cosmos network wallet (the “**Notional Wallet**”). The Notional Wallet also conducts validator operations in some, but not all, of its wallet addresses. The Notional Wallet has the Cosmos Hub address:
cosmos1083svrca4t350mphfv9x45wq9asrs60cg0hump.
20. As part of the Claimant’s validator operations, certain employees and/or independent contractors were authorised to access the private keys to certain validator wallets, including validator wallets linked to the Notional Wallet, solely for the purpose of conducting validator operations. Initially, these private keys were stored in a password manager software known as “1Password” (“**1Password**”). The private keys which these specific employees and/or independent contractors could access can be categorised into two categories:

- (a) The first category comprises private keys and seed phrases to which only myself and Ricardo Ferreira Goncalves (“**Ricardo**”) had access to. Ricardo is the sole shareholder of DMEGA Limited (“**DMEGA**”) (a company incorporated in New Zealand). Ricardo provided independent contractor services to the Claimant through DMEGA. Ricardo primarily assisted the Claimant to conduct its validator operations. In exchange, the Claimant and Ricardo have agreed that the Claimant would remunerate Ricardo for his services by way of a commission or bonus payments which would be remitted in the form of various cryptocurrency assets. The quantum of commission or bonus payment which Ricardo is entitled to receive was usually fixed as a percentage of the income received by the Claimant from its validator operations.
- (b) The second category comprises keys to which Mai Gia Long (“**Long**”), an employee and holder of 10% of the Claimant’s issued and paid-up share capital, had access to. Prior to the termination of Long’s employment with the Claimant, Long was the Claimant’s lead validator operator. As lead validator operator, one of Long’s responsibilities would be to create the validator wallets. In the early days of the Claimant’s operations, after Long created the validator wallets, he would input the seed phrases for those validator wallets onto 1Password. Later, Long served as the sole custodian of seed phrases for validator wallets that he created.

B. Events leading up to the theft of the Claimant's \$BCNA

21. Long, along with several others, were employed by the Claimant through a Vietnamese entity currently known as LnL PTE Ltd (formerly known as Cong Ty Notional Vietnam (“CTNV”)).
22. On or around November 2023, several employees resigned and left the employ of the Claimant. Among them was Long, whose employment terminated on 20 November 2023. A copy of Long’s resignation letter is exhibited hereto at [64].
23. As I have mentioned above, one of Long’s roles was lead validator operator, which gave him control over the Claimant’s validators and access to the private keys to the Claimant’s validator wallets. After his employment terminated, Long wrongfully retained the private validator keys to certain validator wallets without the authority and/or consent of the Claimant. I believe this is because he wanted to use these keys to bargain for a more favourable exit package. Long (and possibly other ex-employees who might have had access to validator keys by virtue of their previous employment with the Claimant) could abuse his access over these validators by using the validator operator keys to “double sign” and cause all of the Claimant’s delegators to be economically penalised. “Double-signing” occurs when the validator’s private key submits two signed “messages” for the same block either intentionally or accidentally, leading to conflicting transactions being reflected on the blockchain (which is disruptive and poses a

security risk for the blockchain). To de-incentivise instances of double-signing, the network usually imposes economic penalties on the delegators of a validator that double-signs.

24. Therefore, the Claimant had to cease validation operations in order to prevent Long or any of the other former employees who had access to the validator operator keys from causing harm to and/or disrupting the Claimant's operations by, for example, causing a double-signing event. On 9 December 2023, CTNV issued a letter to Long to request that several cryptocurrencies which were under his control (via validators he had access to) be re-delegated to other validators. A copy of CTNV's 9 December 2023 letter is exhibited hereto at [107] – [108]. This was necessary to ensure that the Claimant's active validators were completely taken down.
25. I note that CTNV's 9 December 2023 letter states that Long is "*currently in unauthorised possession of property belonging to [CTNV]*", and that "Company Property" (as defined by paragraph 4 of CTNV's 9 December 2023 letter) includes various seed phrases, private keys and cryptocurrency assets, which were listed in Annex A of the draft Notional Property & Assets Handover Procedure and Agreement. To clarify, CTNV does not own any seed phrases, private keys or cryptocurrency assets. All seed phrases, private keys or cryptocurrency assets are owned by the Claimant. However, since Long was

employed by the Claimant through CTNV, and Long came into possession of these seed phrases, private keys or cryptocurrency assets in the course of his employment by CTNV, the 9 December 2023 letter refers to these seed phrases, private keys and cryptocurrency assets as belonging to CTNV when, in actuality, these seed phrases, private keys and cryptocurrency assets are owned by the Claimant. A copy of the draft Notional Property & Assets Handover Procedure and Agreement is exhibited at [353] – [367].

26. On 15 December 2023, the Claimant regained control of the validator operator keys from Long when Long sent Ricardo an encrypted file that contained key information, such as the seed phrases required to access the Claimant's wallets. Subsequently, on 20 December 2023, Ricardo checked Long's encrypted file containing the key information on the validator operators and confirmed to me that the encrypted file contained the information that it was supposed to contain and which the Claimant required in order to regain control over its wallets.
27. On 28 December 2023, I received messages from a user with the username “*Cosmodon*” on a public group channel named “*Osmosis Siberia*”, which is hosted by Telegram, an instant messaging platform. In an exchange at around 8:40 PM (UTC), *Cosmodon* stated that “*You've got nothing on me and you'll have nothing for you*”, which I understood to be a threat that the Claimant would be left with “*nothing*”.

28. In or around December 2023, due to the risk posed to the Claimant's wallets as a result of the departure of Long and other ex-employees and the threatening message received from *Cosmodon*, the Claimant planned to recover and secure the cryptocurrency assets from the validator wallets which Long and other ex-employees had access to by transferring them into other wallets which required multi-signatory authentication. As some of these tokens were bonded in the network due to the Claimant's validator operations, these tokens would first have to be "un-bonded" through an "un-bonding" process.
29. Prior to the theft of the Claimant's \$BCNA, the Claimant intended to manually transfer the cryptocurrency assets to a secure wallet. A manual process entailed someone having to monitor the un-bonding process and initiating the transfer to the secure wallet as soon as the tokens were un-bonded.
30. The Claimant engaged Ricardo to manually recover these un-bonded tokens and transfer those tokens to wallet addresses linked to the Notional Wallet. The Notional Wallet was known to and used by me as a secure wallet for around three years. In this regard, the Claimant had used this wallet to validate approximately 13 protocols to sign thousands of transactions without incident. The private keys to the wallet addresses linked to the Notional Wallet which Ricardo was supposed to transfer the un-bonded tokens to fall within the first category of keys referred

to at paragraph 20(a) above (i.e., only myself and Ricardo had access to these private keys and neither Long nor any of the other ex-employees of the Claimant had access).

C. Theft of the Claimant's \$BCNA

31. On 23 December 2023, the validator on the BitCanna blockchain completed an un-bonding action initiated by the Claimant on 9 December 2023. As a result, 93,143 \$BCNA were un-bonded and thereafter became liquid tokens available in the Claimant's validator wallet for \$BCNA: *bcnaldl7w3myyfmnarh0t5uxmy7qe6szagz3ka2nq42* (“**Notional’s BCNA Wallet-1dl7**”).

32. On the same day:
 - (a) At approximately 2:51am (UTC), 150 \$BCNA was transferred from Notional’s BCNA Wallet-1dl7 without the Claimant’s authority, consent and/or knowledge to a wallet address which is not within the ownership and/or control of the Claimant: *osmo1dl7w3myyfmnarh0t5uxmy7qe6szagz3k0ps3t2* (“**Osmosis Wallet-1dl7**”): [97].
 - (b) At approximately 3:00am (UTC), another 93,143 \$BCNA was transferred from Notional’s BCNA Wallet-1dl7 to Osmosis Wallet-1dl7 without the Claimant’s authority, consent and/or knowledge: [97].

- (c) From approximately 4.19am to 4.22am (UTC), the stolen \$BCNA in the Osmosis Wallet-1d17 was swapped into approximately 152 \$ATOM, which is the native token for the Cosmos blockchain: [97].
- (d) At approximately 4.23am (UTC), 152 \$ATOM was transferred from the Osmosis Wallet-1d17 to another wallet address on the Cosmos blockchain: *cosmos1dl7w3myyfmnarh0t5uxmy7qe6szagz3k86rpac* (“**Cosmos Wallet-1d17**”): [98].
- (e) At approximately 4.28am (UTC), 152.5 \$ATOM was transferred from Cosmos Wallet-1d17 into *cosmos1j8pp7zvcu9z8vd882m284j29fn2dszh05cqvf9*, which is a deposit wallet address operated by a cryptocurrency exchange known as Binance: [98]-[99].

33. The Claimant was first alerted to the theft of the Claimant’s \$BCNA on 4 January 2024 when Ricardo alerted Jacob to the unauthorised transfer of \$BCNA (as detailed above at paragraphs 30 to 31). As far as the Claimant is aware, only four persons had access to Notional’s BCNA Wallet: Jacob, Long, Du Nguyen (“**Du**”) and Minh Vu Le Nhat (“**Nhat**”). As mentioned above, Long was previously the Claimant’s lead validator operator and also holds 10% of the issued and paid-up share capital of Notional. Du and Nhat were previously employees in Notional’s infrastructure team and were employed through CTNV prior to their departure in or around November 2023.

34. The theft of the Claimant’s \$BCNA reinforced the Claimant’s decision to recover and secure the cryptocurrency assets from the validator wallets which Long and other ex-employees of the Claimant had access to by transferring them into other secure wallets.

D. Events leading up to the theft of the other Stolen Assets

35. Between 4 and 5 January 2024, the Claimant engaged the services of Jerry Chong (“Jerry”), a well-regarded asset recovery specialist within the Cosmos community to use his automated scripts to secure the relocation of any un-bonded tokens. As mentioned above, upon un-bonding of the tokens, the tokens would ordinarily return to the validator wallets which may have been compromised (as demonstrated by the unauthorised transfers of \$BCNA from Notional’s BCNA Wallet-1d17). With automated scripting, the Claimant could speed up the transfer of the un-bonded assets from the validator wallets to the Notional Wallet.

36. Jerry’s script and node configuration were used to try to ensure that our transactions arrived more quickly than Defendant(s)’ transactions so that we recover the assets from the validator wallets into a secure wallet (i.e., the Notional Wallet). Jerry’s nodes connected to as many validators as possible, to try to ensure that our transaction arrived ahead of the Defendant(s)’ transactions. Because the peer-to-peer network has multiple layers, when attempting recovery

it is important to ensure that you are connected to as many validators as possible.

This is a complex specialised node configuration. In addition to this, Jerry's scripts had been in use for at least 18 months, and his track record with recovery is excellent.

37. In order to perform the automated recoveries, Jerry needed the Claimant's validator wallet information. On 4 January 2024, Ricardo sent Jerry a spreadsheet of recovery instructions and remitted the wallet keys via encrypted files which could be accessed with Jerry's public key. This information was sent to Jerry via a group chat on an instant messaging platform known as Signal, in which Jerry, Ricardo and Jacob were the only members of the group chat. By providing Jerry with the recovery instructions in this manner, the Claimant sought to ensure that Jerry was the only individual who was able to open the content of these files. Due to the confidential nature of this information, I have not exhibited the aforementioned documents here.

38. In the initial recovery instructions prepared by Ricardo, he had proposed that the un-bonded tokens be sent to two wallet addresses for each blockchain. However, we eventually agreed, via the Signal group chat, that we will send all the tokens to blockchain addresses in one wallet (i.e., the Notional Wallet). This would speed up the process since only one transaction would be effected for each recovery (as opposed to two transactions if there were two wallet addresses).

39. In order to speed up the recovery process, the Claimant instructed Jerry to transfer the un-bonded tokens to the Notional Wallet. The Notional Wallet has, amongst others, the following wallet addresses on the respective blockchains:

S/N	Notional Wallet Address Name	Wallet Address	Blockchain
1.	Notional's Celestia Wallet-1083	celestia1083svrca4t350mphfv9x45wq9asrs60ce9xvfv	Celestia
2.	Notional's Sei Wallet-1083	sei1083svrca4t350mp hf9x45w q9asrs60c9rx24q	Sei
3.	Notional's Stargaze Wallet-1083	stars1083svrca4t350m phfv9x45 wq9asrs60cunqpcs	Stargaze
4.	Notional's Cosmos Wallet-1083	cosmos1083svrca4t350mphfv9x45wq9asrs60cg0hunp	Cosmos
5.	Notional's Osmosis Wallet-1083	osmo1083svrca4t350 mphfv9x45 wq9asrs60cq5yv9n	Osmosis

40. On 5 January 2024, Jerry successfully unlocked approximately 551 \$TIA in the Claimant's Celestia validator wallet, being the commission due to the Claimant for acting as a validator. Upon recovery of the commission to the validator wallet, Ricardo sent 110.211 \$TIA to himself as payment for his commission while the remainder of the 440 \$TIA was sent to Notional's Celestia Wallet Address-1083. On hindsight, this transaction may have posed a "signalling risk" to the Defendant(s). Since these transactions on 5 January 2024 are recorded in the Celestia blockchain ledger, it may have been noticed by the Defendant(s) and

alerted them to the possibility that we were planning to transfer a larger amount of funds after the tokens were released from their bonded state.

41. By 7 January 2024, the Claimant and Jerry were ready to begin the automated recovery of some of the Claimant's validator tokens into the Notional Wallet, specifically, \$TIA and \$SEI, from the respective validator wallets to Notional's Celestia Wallet-1083 and Notional's Sei Wallet-1083.
42. On 7 January 2024, Ricardo contacted Jerry in the Signal group chat to ensure that everything was set up and ready for automated recovery the next morning. Jerry confirmed that the scripts were ready and suggested that Ricardo could test this by sending a small amount of \$TIA from the Notional Wallet. Therefore, Ricardo sent 1 \$TIA from the Notional Wallet and reported to Jerry and Jacob on the Signal group chat that it was sent back in approximately 13 seconds, which meant that the test was successful.
43. On the Signal group chat with Jerry and Ricardo, I asked Jerry when the scripted transfer events would occur. Jerry informed me that the remaining scripted transfer events would occur in approximately 12 hours. Therefore, after the test transaction, Jerry, Ricardo and Jacob were aware of the timing and destination of the scripted transfer event from the validator wallet to the Notional Wallet. This information may also have been deduced by anyone monitoring the public ledger

of the Celestia blockchain or the devices belonging to Jerry, Ricardo or Jacob. This is because, when un-bonding is initiated, users are able to see the time at which the funds will become available on the public blockchain ledger.

E. Unauthorised transfers of the Stolen Assets

44. On 7 January 2024, at approximately 8:52 PM (UTC), 71,223.53 \$TIA were automatically transferred, using Jerry's script, from the Claimant's validator wallet to Notional's Celestia Wallet-1083. At around the same time, the Defendant(s) transferred 71,810.596 \$TIA from Notional's Celestia Wallet-1083 without the Claimant's authority, consent and/or knowledge to an address which was not within the Claimant's ownership or control:
celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj ("Hostile Celestia Wallet-1r0ct"): [74]. In fact, there was an unsuccessful attempt to transfer the same amount of 71,810.596 \$TIA from the Notional Celestia Wallet-1083 approximately 20 seconds before the un-bonded \$TIA arrived in the Notional Wallet: [74]. This suggests that the Defendant(s) were aware of the exact timing that the un-bonded \$TIA were due to arrive in the Notional Celestia Wallet-1083.
45. On 7 January 2024, at approximately 8:58 PM (UTC), the Defendant(s) transferred 145,499 \$SEI from Notional's Sei Wallet-1083 without the Claimant's authority, consent and/or knowledge to an address which was not within the Claimant's ownership or control:

sei1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxzf9enh7 (“**Hostile Sei Wallet-1r0ct**”): [75].

46. On 7 January 2024, between approximately 8:58 PM to 9:10 PM (UTC), 11 “Bad Kid” NFTs and 218,900.198 \$STARS were transferred from Notional’s Stargaze Wallet-1083, without the Claimant’s authority, consent and/or knowledge to a wallet address which was not within the Claimant’s ownership or control: *stars1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfm4lc6w* (“**Hostile Stargaze Wallet-1r0ct**”): [77].
47. On 7 January 2024, at approximately 9:02 PM to 9:36 PM (UTC), 21,745.85 \$ATOM were transferred from Notional’s Cosmos Wallet-1083 without the Claimant’s authority, consent and/or knowledge to an address not within the Claimant’s control: *cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxzf0fg93l* (“**Hostile Cosmos Wallet-1r0ct**”): [78].
48. For context, I should add that Notional’s Cosmos Wallet-1083 is a validator wallet, and that the \$ATOM stolen by the Defendant(s) was “bonded” and part of the Claimant’s validator operations. However, via a feature known as “liquid staking”, the Defendant(s) were able to convert the bonded \$ATOM and transfer them out of Notional’s Cosmos Wallet-1083. Therefore, unlike Notional’s Celestia Wallet-1083, Notional’s Sei Wallet-1083, and Notional’s Stargaze

Wallet-1083, the Defendant(s) stole tokens already inside Notional’s Cosmos Wallet-1083 (rather than tokens that had been transferred from Notional’s other validator wallets). This “liquid staking” feature is only available for \$ATOM.

49. On 30 January 2024, at approximately 9:25 AM (UTC), 15,000 \$OSMO were transferred from Notional’s Osmosis Wallet-1083 without the Claimant’s authority, consent and/or knowledge to a wallet address not within the Claimant’s control: *osmolr0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d* (“**Hostile Osmosis Wallet-1r0ct**”): [80].
50. On 6 February 2024, at approximately 2:27 AM (UTC), another 18,999 \$OSMO was transferred from Notional’s Osmosis Wallet-1083 without the Claimant’s authority, consent and/or knowledge to another address not within the Claimant’s control: *osmolzhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes* (“**Hostile Osmosis Wallet-1zhm**”): [89].
51. For additional context, I should add that Notional’s Osmosis Wallet-1083, which is a wallet address of the Notional Wallet, was also a validator wallet for \$OSMO on the Osmosis blockchain. Due to the possibility that the Notional Wallet was compromised, the Claimant decided to “unbond” the bonded \$OSMO in Notional’s Osmosis Wallet-1083 in different batches, and use Jerry’s scripts to try and secure the un-bonded tokens before the Defendant(s) could exfiltrate

them. This was mostly successful save for the two instances described at paragraphs 48 and 49 above.

F. Dissipation of the Stolen Assets

52. As of the date of this affidavit, based on the Claimant's investigations, a portion of the Stolen Assets reside in wallets that are not within the ownership and/or control of the Claimant, as set out in Table B below.

TABLE B

S/N	Name and/or quantity of Stolen Assets	Wallet address	Operator of wallet address
1.	40,000.588 \$TIA	celestia1r0ctpgx6pe5s9jse mesm3vs9jvm3jgxf7re4tj	Unknown
2.	4,000 \$TIA	osmo1r0ctpgx6pe5s9jseme sm3v s9jvm3jgxf8jm48d	Unknown
3.	1 \$SEI	sei1r0ctpgx6pe5s9jsemesm f3vs9jvm3jgxfz9enh7	Unknown
4.	Bad Kid NFT #9798	Hostile Stargaze Wallet- 1r0ct	Unknown
5.	Bad Kid NFT #2184	Hostile Stargaze Wallet- 1r0ct	Unknown
6.	Bad Kid NFT #2211	Hostile Stargaze Wallet- 1r0ct	Unknown
7.	Bad Kid NFT #2739	Hostile Stargaze Wallet- 1r0ct	Unknown
8.	Bad Kid NFT #3085	Hostile Stargaze Wallet- 1r0ct	Unknown
9.	Bad Kid NFT #3182	Hostile Stargaze Wallet- 1r0ct	Unknown
10.	Bad Kid NFT #2547	Hostile Stargaze Wallet- 1r0ct	Unknown
11.	Bad Kid NFT #4030	Hostile Stargaze Wallet- 1r0ct	Unknown
12.	Bad Kid NFT #4160	Hostile Stargaze Wallet- 1r0ct	Unknown

S/N	Name and/or quantity of Stolen Assets	Wallet address	Operator of wallet address
13.	Bad Kid NFT #6479	Hostile Stargaze Wallet-1r0ct	Unknown
14.	Bad Kid NFT #7280	Hostile Stargaze Wallet-1r0ct	Unknown
15.	218,900.198 \$STAR	Hostile Stargaze Wallet-1r0ct	Unknown
16.	4 \$OSMO	osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxqftwe	Unknown
17.	2.317886 \$OSMO	osmo1q0w3uu5lawc343azvs1s9zlr4r4zectvr85u2v	Unknown
18.	10 \$TIA	celestia1cylgjyd70mheg3j3e2n7t758r07rarwytagltr	Kucoin
19.	10 \$TIA	celestia1fd3mclxp4e2fh0wpau3eg55x2fsm7yxzg29j2	Binance

53. The remainder of the Stolen Assets (including the stolen \$TIA mentioned in paragraph 43 above, the stolen \$SEI mentioned in paragraph 44 above, the stolen \$ATOM mentioned at paragraph 46 above, and the stolen \$OSMO mentioned at paragraphs 48 and 49 above) have been subsequently transferred, swapped and/or bridged, in what appears to be attempts by the Defendant(s) to dissipate and launder the Claimant's Stolen Assets. The subsequent transfers of the Stolen Assets took place in three phases.

(1) Phase I

54. The Defendant(s) consolidated the stolen \$TIA, \$SEI and \$ATOM into Hostile Osmosis Wallet-1r0ct. Hostile Osmosis Wallet-1r0ct was also used by the

Defendant(s) to receive the 15,000 \$OSMO that was stolen from the Notional’s Osmosis Wallet-1083.

55. For context, I should add that, as \$TIA, \$SEI and \$ATOM are not native to the Osmosis blockchain, the Defendant(s) transferred these assets from their native blockchain *via* a process known as “bridging” or an “IBC transfer”, which allows assets to be transferred from one blockchain protocol to another.

56. The details of the relevant bridging transfers are as follows:

S/N	Sending Hostile Wallet	Amount Sent to Receiving Hostile Wallet	Date	Receiving Hostile Wallet
1.	Hostile Celestia Wallet-1r0ct	21,810 TIA	Between 12 January 2024 to 8 February 2024	Hostile Osmosis Wallet-1r0ct
2.		10,000 TIA		
3.	Hostile Sei Wallet-1r0ct	145,498 SEI	19 January 2024	
4.	Hostile Cosmos Wallet-1r0ct	120 ATOM	12 January 2024	
5.		21,654.063 ATOM	8 February 2024	

57. Chainalysis has prepared a diagram labelled “*Phase 1 of 3*” to illustrate the movement of the stolen tokens in Phase I, which can be found in Appendix C of the Chainalysis Report and is exhibited hereto at [104].

58. While all of the \$ATOM were transferred into Hostile Osmosis Wallet-1r0ct, the Defendant(s) left 40,000.588 \$TIA in the Hostile Celestia Wallet-1r0ct, and 1 \$SEI in the Hostile Sei Wallet-1r0ct, and as of 7 May 2024 the tokens have not been dealt with or moved (see S/N 1 and 3 of Table B at paragraph 51 above).

(2) Phase II

59. The stolen \$TIA, \$SEI and \$ATOM which were consolidated in Hostile Osmosis Wallet-1r0ct, together with the stolen \$OSMO in Hostile Osmosis Wallet-1r0ct and Hostile Osmosis Wallet-1zhm were subsequently transferred out in three ways:

- (a) Some \$OSMO from Hostile Osmosis Wallet-1r0ct were transferred to other wallet addresses on the Osmosis blockchain (“**Phase II(a)**”).
- (b) \$TIA, \$SEI, \$ATOM and \$OSMO in Hostile Osmosis Wallet-1r0ct and Hostile Osmosis Wallet-1zhm were bridged into Axelar Wrapped Ethereum (“**axlWETH**”) tokens, which are native to the Axelar blockchain.¹ Further, some \$OSMO in the Hostile Osmosis Wallet-1r0ct were bridged into Akash tokens (“**\$AKT**”) which are native to the Akash blockchain. Collectively, this process will be referred to in this affidavit as “**Phase II(b)**”.

¹ As part of this process, the axlWETH tokens are “unwrapped” or converted into Ethereum tokens (ETH) via a method involving smart contracts.

60. Chainalysis has prepared a diagram labelled “*Phase 2 of 3*” to illustrate the movement of the Stolen Assets in Phase II, which can be found in Appendix C of the Chainalysis Report and is exhibited hereto at [105].
61. Phase II(a) took place as follows:
 - (a) On 1 February 2024, 10 \$OSMO was transferred from Hostile Osmosis Wallet-1r0ct to another hostile wallet address on the Osmosis blockchain *osmo1y9ywn8mlsmn6jxujwh08xseyfe60t30gxsfqtwe* (“**Hostile Osmosis Wallet-1y9y**”). Approximately 5.01 \$OSMO were transferred back to Hostile Osmosis Wallet-1r0ct ([81]-[82]), and 4 \$OSMO remained in Hostile Osmosis Wallet-1y9y ([81]).
 - (b) On 3 February 2024, 30 \$OSMO was transferred from Hostile Osmosis Wallet-1r0ct to another hostile wallet address on the Osmosis blockchain *osmo1q0w3uu5lawc343azvsls9zlr4r4zectvr85u2v* (“**Hostile Osmosis Wallet-1q0w**”): [81]. Between 3 and 6 February 2024, 16.45 \$OSMO were transferred from Hostile Osmosis Wallet-1q0w back to Notional’s Osmosis Wallet-1083: [82]-[88]. On 6 February 2024, the Defendant(s) swapped 5 OSMO out of the remaining 13.55 \$OSMO into 7.772664 USDT([89]) and spent some of the 13.55 \$OSMO on fees associated with various transfers and swaps ([88]).

- (c) As of the date of the Chainalysis Report, 2.317886 \$OSMO and 7.772664 USDT tokens remain in Hostile Osmosis Wallet-1q0w and 4 \$OSMO remains in Hostile Osmosis Wallet-1y9y (see S/N 16 and 17 of Table B at paragraph 51 above): [88].

62. Phase II(b) took place as follows:

- (a) Over the course of 12 January 2024 and 8 February 2024, a total of 27,810 \$TIA were swapped directly for ax1WETH tokens (“\$WETH”) first to Osmosis tokens and then to \$WETH ([75]), for a total of 211.4544186 \$WETH ([74]-[75]).
- (b) Over the course of 19 January 2024 to 23 January 2024, a total of 145,498 \$SEI was swapped for 51,721.68611 \$OSMO, which was then swapped for a total of 37.770748 \$WETH: [76]-[77].
- (c) On 8 February 2024, a total of 21,774.05 \$ATOM was swapped for 124,874.471565 \$OSMO, which was then swapped for a total of 83.98052357 \$WETH: [79]-[80].
- (d) On 8 February 2024, 14,940.951772 \$OSMO were swapped for 10.161731879486778000 \$WETH: [89].

(e) On 31 January 2024, the Defendant(s) swapped 20 \$OSMO for 11.248193 \$AKT and thereafter, sent all the \$AKT to another hostile wallet address on the Akash blockchain: akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3 (“**Hostile Akash Wallet-1y9y**”): [80].

(f) On 1 February 2024, the Defendant(s) sent 6 \$AKT from Hostile Akash Wallet-1y9y to a wallet address associated with the Notional Wallet: akash1083svrca4t350mphfv9x45wq9asrs60c956m2m. I do not know why the Defendant(s) sent these tokens back to an Akash address that is linked to the Notional Wallet: [81].

(g) As of 7 May 2024, 4.248193 \$AKT remain in Hostile Akash Wallet-1y9y: [81].

(3) Phase III

63. The Defendant(s) bridged the \$WETH obtained in Phase II from the Axelar blockchain to the Ethereum blockchain. Thereafter, the Defendant(s) deposited a substantial portion of \$ETH into eXch.cx, a swapping service provider and used eXch.cx to swap some of the \$ETH into \$XMR. The \$ETH which were not

deposited into eXch.cx are currently in two Ethereum wallet addresses, presumably owned and controlled by the Defendant(s).

64. Chainalysis has prepared a diagram labelled “*Phase 3 of 3*” to illustrate the movement of the Stolen Assets in Phase III, which can be found in Appendix C of the Chainalysis Report exhibited hereto at [106].
65. Phase III took place as follows:
 - (a) In several transactions from 12 January 2024 to 8 February 2024, all of the \$WETH mentioned in paragraphs 61(a) to (d) above, amounting to approximately 356 \$WETH or 356 \$ETH, were then bridged from the Axelar blockchain to the Ethereum blockchain and as part of this process, the \$WETH are unwrapped or converted back into \$ETH via a method involving smart contracts: [90].
 - (b) After the \$ETH were bridged onto the Ethereum blockchain, the tokens were transferred between several wallet addresses on the Ethereum blockchain.
 - (c) The Defendant(s) transferred approximately 356 \$ETH into five wallet addresses on the Ethereum blockchain: [92].

- (d) Thereafter, the Defendant(s) deposited approximately 214.771148 ETH out of the 356 \$ETH mentioned above into eXch.cx to convert into \$XMR: [92]. As explained in the Chainalysis Report, although 214.771148 \$ETH were deposited into eXch.cx by the Defendant(s), only approximately 202.74 ETH can be traced back to the Stolen Assets: [92] at Footnote 12.
- (e) As of the date of the Chainalysis Report, 153.099 \$ETH remain in the following wallet addresses on the Ethereum blockchain:
- (i) 25.396 \$ETH remain in 0xE2240450744f67DD61289A6071c9E72411F20105; and
 - (ii) 127.703 \$ETH remain in 0x758E54d88BDAb00bE93e89800D894ffdfF0c63C5.

66. Based on the information provided by eXch.cx to Chainalysis ([93]-[94]), we have ascertained that the Defendant(s) have swapped 47.74906175 \$ETH into 713.0890314 \$XMR. However, the location of the remainder 154.99 \$ETH that was deposited into eXch.cx is currently unknown as Chainalysis was unable to obtain this information from eXch.cx.

67. As of the date of this affidavit, based on the Claimant's investigations, a portion of the Claimant's Stolen Assets have been traced to proceeds which reside in

wallets that are neither owned nor controlled by the Claimant, as set out in Table C below.

TABLE C

S/N	Name and/or quantity of cryptocurrency assets	Wallet address	Operator of wallet address
1.	152.5 \$ATOM	cosmos1j8pp7zvcu9z8vd 882m284j29fn2dszh05cqvf9	Binance
2.	7.772664 \$USDT	osmo1q0w3uu5lawc343azvsls 9zlr4r4zectvr85u2v	Unknown
3.	4.248193 \$AKT	akash1y9ywn8mlsmn6jxujwh 08xsevfe60t30grf7up3	Unknown
4.	25.396 \$ETH	0xE2240450744f67DD61289 A6071c9E72411F20105	Unknown
5.	713.0890314 \$XMR	Unknown	eXch.cx
6.	154.99 \$ETH	Unknown	eXch.cx
7.	127.703 \$ETH	0x758E54d88BDAb00bE93e8 9800D894ffdfF0c63C5	Unknown

G. Unauthorised Transfer of \$TIA in October and November 2023

68. At this juncture, I wish to draw the Court's attention to a theft which occurred between October and November 2023 and which is likely to be connected to the spate of thefts described above.
69. On 31 October 2023, at approximately 2:11 PM (UTC), a transfer of 9,030 \$TIA took place from the Claimant's wallet `celestia16dc379m0qj64g4pr4nkl7ewak52qy2srcsh04u` ("Notional's Celestia Wallet-16dc") without the Claimant's authority, consent and/or knowledge to an address not within the Claimant's ownership or control: `celestia1xvxx5llevesahqelt2fjssgptsc7m69vhactlh` ("Celestia Wallet-1xvxx"): [96].
70. Shortly after this, a transfer of 20 \$TIA took place from Celestia Wallet-1xvxx into the following wallet addresses ([96]):
- (a) On 31 October 2023, at approximately 4:19 PM (UTC), 10 \$TIA was transferred from Celestia Wallet-1xvxx into a wallet address not within the Claimant's ownership or control: `celestia1cylgjyd70mheg3j3e2n7t758r07rarwytagltr` ("Celestia Wallet-1cyl"). Based on the Claimant's investigations, Celestia Wallet-1cyl is a deposit wallet on Kucoin, a cryptocurrency exchange.

- (b) On 31 October 2023, at approximately 6:50 PM (UTC), 10 \$TIA was transferred from Celestia Wallet-1xvxx into a wallet address not within the Claimant's control: celestia1fd3mclxp4e2fh0wpau3eg55x2fsm7yjxzg29j2 (“**Celestia Wallet-1fd3**”). Based on the Claimant’s investigations, Celestia Wallet-1fd3 is a deposit wallet on Binance, a cryptocurrency exchange.
71. On 31 October 2023, at approximately 7:13 PM (UTC), a transfer of 9,009.971417 \$TIA took place from Celestia Wallet-1xvxx to Notional’s Celestia Wallet-16dc: [96]-[97]. This constituted the bulk of the \$TIA initially transferred from Notional’s Celestia Wallet-16dc to Celestia Wallet-1xvxx.
72. Shortly after the Claimant’s \$TIA was returned to Notional’s Celestia Wallet-16dc, at approximately 7:28 PM (UTC), an infrastructure team member transferred 9,008 \$TIA from Notional’s Celestia Wallet-16dc to another wallet address over which they have control, ostensibly to secure the \$TIA in the ‘compromised’ Notional’s Celestia Wallet-16dc: celestia1c35msmpu8pdsgaazntl6x6xmlpl40l3tnw076q (“**Celestia Wallet-1c35**”). At the time of these transfers, which took place without the authority and/or consent of the Claimant, Long and Du were still employees of the Claimant. Because the stolen funds were returned very shortly after their unauthorised transfer, and Long and Du helped to secure the funds in Celestia Wallet-1c35 (as then-trusted employees of Notional), the Claimant did not

prioritise pursuing the matter. However, after the spate of thefts that occurred in January and February 2024 (as described above), the Claimant believes that these incidents may be connected and the Defendant(s) are responsible for the theft of 20 \$TIA from the Claimant.

73. For the purposes of full and frank disclosure, I should also mention that Long and Du, who are no longer employees of Notional, have also since refused to return the 9,008 \$TIA in Celestia Wallet-1c35 to the Claimant and the Claimant is considering its potential avenues of recourse in respect of the 9,008 \$TIA in Celestia Wallet-1c35. To be clear, the funds in Celestia Wallet-1c35 are currently bonded. The Claimant has unbonded these tokens on several occasions, but only for the un-bonding to be cancelled. The Claimant is unsure as to who is cancelling the un-bonding.

II. THE CLAIMANT IS ENTITLED TO A PROPRIETARY INJUNCTION

74. The Stolen Assets belong to the Claimant and the Claimant has a proprietary interest in the Stolen Assets. Prior to the theft of the Stolen Assets, the Stolen Assets resided in wallets within the ownership and/or control of the Claimant, as detailed in Table D below. After the theft of the Stolen Assets, the Stolen Assets reside in wallets which are within neither the ownership nor control of the Claimant.

TABLE D

S/N	Name and/or quantity of Stolen Asset(s)	Claimant's wallet address
1.	20 Celestia tokens (“\$TIA”)	celestia16dc379m0qj64g4pr4nk17ewak52qy2srcsh04u
2.	93,293 BitCanna tokens (“\$BCNA”)	bcna1dl7w3myyfmnarh0t5uxmy7qe6szagz3ka2nq42
3.	71,810.596 \$TIA	celestia1083svrca4t350mphfv9x45wq9asrs60ce9xvfv
4.	145,499 Sei tokens (“\$SEI”)	sei1083svrca4t350mphfv9x45wq9asrs60c9rx24q
5.	218,900.198 Stargaze tokens (“\$STARS”)	stars1083svrca4t350mphfv 9x45wq9asrs60cunqpcs (“stars1083”)
6.	11 Bad Kid NFTs comprising of: <ul style="list-style-type: none"> • Bad Kid NFT #9798 • Bad Kid NFT #2184 • Bad Kid NFT #2211 • Bad Kid NFT #2739 • Bad Kid NFT #3085 • Bad Kid NFT #3547 	stars1083

S/N	Name and/or quantity of Stolen Asset(s)	Claimant's wallet address
	<ul style="list-style-type: none"> • Bad Kid NFT #4030 • Bad Kid NFT #4160 • Bad Kid NFT #6479 • Bad Kid NFT #7280 	
7.	21,745.85 Cosmos tokens (“ \$ATOM ”)	cosmos1083svrca4t350mphfv9x45wq9asrs60cg0hunp
8.	15,000 Osmosis tokens (“ \$OSMO ”)	osmo1083svrca4t350mphfv 9x45wq9asrs60cq5yv9n (“ osmo1083 ”)
9.	18,999 \$OSMO	osmo1083

75. I am advised and believe that any potential prejudice caused to the Defendant(s) by granting the proprietary injunction is greatly outweighed by the prejudice caused to the Claimant if the proprietary injunction is not granted and the Defendant(s) are permitted to wrongfully retain the Stolen Assets and/or deprive the Claimant from accessing the same for the following reasons:

- (a) At the outset, the Defendant(s) have committed theft of the Claimant’s Stolen Assets and there is no defensible basis for the Defendant(s)’

unlawful and unauthorised transfer of the Stolen Assets. The Defendant(s) cannot be permitted to benefit from their wrongdoing.

- (b) The Claimant has been deprived of the use of the Stolen Assets. Apart from being a store of value, the Stolen Assets are also used as part of the Claimant's validator operations within the Cosmos network. With a reduced pool of cryptocurrencies available for the Claimant's use in validator operations within the Cosmos network, the rewards paid to the Claimant for its participation in blockchain consensus and governance functions is correspondingly lower.
- (c) If the proprietary injunction is not granted and the Defendant(s) are permitted to retain and deal with the Stolen Assets, there is a high likelihood that the Stolen Assets will be dissipated by the Defendant(s) by the time the Claimant ascertains the identities of the Defendant(s) or obtains judgment against the Defendant(s). As detailed above, the Defendant(s) have already demonstrated a high level of sophistication in covering their tracks through multiple transfers, swaps and cryptocurrency exchanges utilizing layering techniques and methodologies typically found in money laundering schemes. The Defendant(s)' conduct thus far suggests that the Defendant(s) are not averse to dissipating assets further. This would prevent the Claimant from recovering the Stolen Assets from the Defendant(s).

- (d) The Defendant(s) would suffer no loss as the Stolen Assets do not belong to the Defendant(s). In any event, the Defendant(s) would only suffer losses arising from their inability to deal with the Stolen Assets, which could be compensated by damages.

III. THE CLAIMANT IS ENTITLED TO A WORLDWIDE FREEZING INJUNCTION

76. For the reasons set out in this affidavit, I am advised and believe that the Claimant has a good arguable case on the merits insofar as the Stolen Assets belong to the Claimant and were stolen from the Claimant by the Defendant(s).

77. The Defendant(s) have acted dishonestly in misappropriating the Stolen Assets. In particular, I have described at paragraphs 52 to 66 above the three phases through which the Defendant(s) sought to launder the Stolen Assets. The Defendant(s) have also demonstrated a high level of sophistication in covering their tracks to avoid detection and identification. Specifically, the Defendant(s) have been shown to use eXch.cx, which is widely-known in the crypto industry as an exchange frequented by malicious threat actors seeking to launder the proceeds of crime.

78. Further, it is unlikely that the Defendant(s) have sufficient assets in Singapore to satisfy any award of damages. Specifically, based on the Claimant's

investigations, none of the Stolen Assets are known to have been transferred to digital wallets owned or operated by entities with operations in Singapore.

79. The present application has been taken out without notice as the Claimant has not been able to identify the Defendant(s). In any event, there is a real risk that if the Defendant(s) are notified of the present application, the Defendant(s) will dissipate the Stolen Assets. The present application is also urgent because the Defendant(s) may dissipate the Stolen Assets.

IV. ANCILLARY DISCLOSURE ORDERS AGAINST THE CRYPTOCURRENCY EXCHANGES

80. As of the date of this affidavit, based on the Claimant's investigations, the Defendant(s) have transferred certain Stolen Assets to deposit wallet addresses operated by Binance.com, eXch.cx and Kucoin.com, which are cryptocurrency exchanges (collectively, the "**Exchanges**").

81. As of the date of this affidavit, the Claimant has not been able to identify the Defendant(s). The Claimant will therefore require information which is within the knowledge of the Exchanges to complete the tracing of the Stolen Assets which were deposited into the Exchanges.

82. In particular, the Claimant seeks disclosure orders against the Exchanges listed below, to ascertain the identities of the Defendant(s) and to assist in the tracing of the Stolen Assets:
 - (a) Nest Services Limited, the operator of Binance.com where the Defendant(s) deposited the \$ATOM referred to at paragraph 31(e) above and the \$TIA referred to at paragraph 69(b) above.
 - (b) Private Project Facilitators Ltd or the entity which is operator of eXch.cx where the Defendant(s) deposited the Ethereum tokens referred to at paragraph 64(d) above.
 - (c) The entity operating Kucoin.com, where the Defendant(s) deposited the \$TIA referred to at paragraph 74(a) above.
83. The Claimant has reason to believe that the Exchanges have the information necessary to assist the Claimant in identifying the Defendant(s) and tracing the Stolen Assets. Specifically, in relation to Nest Services Limited, when the Claimant lodged a police report with the Singapore Police Force (“SPF”) in relation to the theft of the Stolen Assets, the SPF informed the Claimant that it was able to obtain Know-Your-Client (“KYC”) from Binance regarding the account that deposited the 152.5 \$ATOM. While the SPF declined to share Binance’s response with the Claimant, the Investigating Officer informed the Claimant that the subject of interest is “*somehow connected*” to the disgruntled employees of the Claimant which left the employ of Notional in or around

November 2023. A copy of the police report lodged by the Claimant and the Whatsapp chat with the Investigating Officer are exhibited hereto at [330] – [336] and [303], [337] – [352] respectively.

84. On 1 April 2024, the Claimant's lawyers, Resource Law LLC ("RL"), wrote to the Exchanges to request for voluntary disclosure of (i) information to identify the Defendant(s), and (ii) information to trace the location of the Stolen Assets which were deposited into the respective Exchanges. A copy of RL's letters to the Exchanges are exhibited at hereto at [109] – [118].
85. By way of a letter dated 2 April 2024, Binance.com informed RL, amongst others, that (i) Binance.com is in-principle agreeable to disclose the information but it will need a Court order before they are able to provide the information, and the Memo IDs of the deposits so that they are able to identify the Binance users who performed the \$TIA and \$ATOM deposits in question, and (ii) Nest Services Limited is the entity which should be named in the disclosure order. A copy of Binance.com's letter to RL is exhibited hereto at [171] – [173].
86. On 8 April 2024, RL provided Binance.com with the Memo IDs. A copy of RL's letter to Binance is exhibited hereto at [174] – [176].

87. By way of a letter dated 11 April 2024, Binance.com informed RL, amongst others, that “[b]ased on the Memo IDs now provided at paragraph 3 of your 8 April Letter, we have identified two Binance accounts and have no objections to your client’s application to the Singapore Court for disclosure of information specified at paragraph 4 of your 8 April Letter”. A copy of Binance.com’s letter to RL is exhibited hereto at [177] – [178].
88. On 4 April 2024, Kucoin.com acknowledged receipt of RL’s letter dated 1 April 2024 via an automatically-generated email. By way of a further email from Kucoin.com dated 23 April 2024, Kucoin.com stated that Celestia Wallet-1cyl does not belong to Kucoin.com and asked for the transaction hash “so that [Kucoin.com] can help to check it again”: [196]. RL followed up by way of an email dated 23 April 2024 to provide Kucoin.com with the transaction hash as requested. [195] To date, the Claimant has not heard from Kucoin.com further.
89. The Claimant has reason to believe that the Celestia Wallet-1cyl is associated with Kucoin.com. For example:
- (a) An article jointly published by X-explore and WuBlockchain states that Celestia Wallet-1cyl is a Kucoin.com user deposit address: [304] – [310].
 - (b) There are several posts on X (formerly known as Twitter) referencing Celestia Wallet-1cyl as a Kucoin.com address: [311] – [313].

- (c) The Chainalysis Report confirms that Celestia Wallet-1cy1 belongs to Kucoin.com: [96].
90. In any event, the Claimant has reason to believe that the information necessary to identify the Defendant(s) and trace the Stolen Assets is within the possession or control of Kucoin.com insofar as users of Kucoin.com must create and verify a Kucoin user account before they are able to make deposits into Kucoin.com. During the account verification process, Kucoin.com also collects proof of identity from the user.
91. On 5 April 2024, eXch.cx acknowledged receipt of RL's letter dated 1 April 2024 and stated that "*Once there is a law enforcement request on this case, we will be glad to help*". In any event, the Claimant has reason to believe that information necessary to identify the Defendant(s) and trace the Stolen Assets is within the possession or control of eXch.cx because eXch.cx has previously provided Chainalysis with information relating to the \$ETH that the Defendant(s) deposited into eXch.cx and the \$ETH/\$XMR swap transactions. However, as mentioned above, eXch.cx has not provided Chainalysis or the Claimant with all of the \$ETH\$/XMR swap transaction data. Further, information about the transactions (e.g., withdrawals, deposits and swaps) are likely to be collected by eXch.cx in the ordinary course of business.

V. ANCILLARY DISCLOSURE ORDERS AGAINST WALLET OPERATORS

92. Apart from the Stolen Assets that were deposited into the Exchanges, Chainalysis has identified several other wallet addresses controlled or used by the Defendant(s) to swap, bridge or transfer the Stolen Assets (collectively, the “**Relevant Wallet Addresses**”) [100 - 102].
93. As explained above, cryptocurrency wallets are software applications or hardware devices that can generate multiple wallet addresses to send and receive digital assets. As Chainalysis was unable to link the Relevant Wallet Addresses to a cryptocurrency exchange, it suggests that these wallet addresses are generated by wallets owned or controlled by the Defendant(s).
94. The Claimant is unable to identify the individuals or entities controlling the Relevant Wallet Addresses without first identifying the wallet software or hardware used to generate the Relevant Wallet Addresses.
95. In the circumstances, the Claimant seeks disclosure from the following entities operating hardware or software wallets (collectively, the “**Wallet Operators**”) to assist with the identification of the Defendant(s) and the tracing of the Stolen Assets:

- (a) Chainapsis Inc, the operator of the Keplr Wallet (“**Keplr**”), Ambit Tech Pte Ltd, the operator of the LEAP Wallet (“**LEAP Wallet**”) and Cosmostation, the operator of the Cosmostation Wallet (“**Cosmostation**”) as they are the three largest wallet providers for cryptocurrencies on the Cosmos network. I believe that these wallet providers account for more than 90% of all wallets used to transact on blockchains in the Cosmos network, and there is therefore a high likelihood that the wallet addresses used by the Defendant(s) to transfer and dissipate the Stolen Assets, could belong to wallets operated by these wallet providers.
- (b) Rainbow Studio, Inc, the operator of the Rainbow Wallet (“**Rainbow Wallet**”), and D’Apps Platform, Inc, the operator of the Trust Wallet (“**Trust Wallet**”), as they are the two of the three largest wallet providers for cryptocurrencies on the Ethereum blockchain. I believe that these wallet providers account for the majority of all wallets used to transact on blockchains in the Ethereum network, and there is therefore a high likelihood that the Ethereum wallet addresses used by the Defendants to transfer and dissipate the Stolen Assets, could belong to wallets operated by these wallet providers;
96. On 1 April 2024, RL wrote to the Wallet Operators to identify whether any wallet addresses used by the Defendant(s) belong to their proprietary wallet software

and/or hardware and if so, whether they are agreeable to voluntarily disclose any information relating to the wallets that generated the wallet addresses. A copy of RL's letters to the Wallet Operators are exhibited hereto at [119] – [153]

97. As of the date of this affidavit:

- (a) Rainbow Studio Inc, the operator of the Rainbow Wallet, acknowledged receipt of RL's letter dated 1 April 2024 on 1 April 2024 but has not responded substantively to the Claimant's request for information: [167].
- (b) D'Apps Platform Inc, the operator of the Trust Wallet has acknowledged receipt of RL's letter dated 1 April 2024 on 5 April 2024 but has not responded substantively to the Claimant's request for information: [166].

98. Ambit Tech Pte Ltd, the operator of LEAP Wallet informed us that the only data they "*log are the transaction hashes for the transactions made through any of our apps along with the corresponding primary wallet address set up on that app*". A copy of Ambit Tech Pte Ltd's response is exhibited at [326] - [329].

99. The Claimant has reason to believe that the information necessary to identify the Defendant(s) and trace the Stolen Assets are within the possession or control of the Wallet Operators as such KYC information would be collected by the Wallet Operators in the ordinary course of business.

VI. ANCILLARY DISCLOSURE ORDERS AGAINST BLOCKCHAIN FOUNDERS

100. On 1 April 2024, RL also wrote to the following entities that created the various blockchains within the Cosmos network (collectively, the “**Blockchain Founders**”) to seek their confirmation on whether these entities collected KYC information on its users, for the purpose of identifying the Defendant(s) and tracing the Stolen Assets:

- (a) Interchain GmbH, founder of the Cosmos network.
- (b) Strange Loop Labs AG (“**SLLA**”), founder of the Celestia blockchain.
- (c) Osmosis Labs, founder of the Osmosis blockchain.
- (d) Public Awesome LLC, founder of the Stargaze blockchain.
- (e) Sei Labs, founder of the Sei blockchain.
- (f) Interop Labs, founder of the Axelar blockchain.
- (g) Overclock Labs, founder of the Akash blockchain.

101. Copies of RL’s letters to the Blockchain Operators are exhibited hereto at [154] – [165].

102. Sei Labs, Overclock Labs and Interop Labs have confirmed that they do not collect any information on their users. The Claimant will therefore not be seeking disclosure orders against them.

103. On 9 April 2024, Niedermuller Rechtsanwalte (“NR”), solicitors for SLLA declined to voluntarily disclose the information sought. NR also qualified that SLLA’s response “*should not be construed as any indication whether or not [it] is in possession of the requested information and documents*”: [205 - 206]. In the circumstances, the Claimant has reason to believe that information necessary to identify the Defendant(s) and trace the Stolen Assets are within the possession or control of SLLA.

VII. PERMISSION TO SERVE OUT OF JURISDICTION AND FOR SUBSTITUTED SERVICE

104. All of the Exchanges are located outside of Singapore.

105. Save for Ambit Tech Pte Ltd, all the Wallet Operators are located outside of Singapore. A copy of Ambit Tech Pte Ltd’s ACRA Business Profile is exhibited at [320] - [325].

106. All of the Blockchain Founders (excluding Sei Labs, Overclock Labs and Interop Labs) are located outside Singapore.

107. In the circumstances, the Claimant seeks permission to effect service of the orders made herein on the entities located outside of Singapore by substituted service *via* email and/or registered mail.

108. I believe that service via the following methods on the Exchanges, Wallet Operators and Blockchain Founders listed below would bring effective notice of the ancillary disclosure orders to them:

- (a) Service by email to the following Exchanges, Wallet Operators and Blockchain Founders, who have acknowledged receipt of RL's letters dated 1 April 2024 via their respective email addresses (copies of the acknowledgment received by RL are exhibited hereto (at [177], [195], [188], [166], [167], [205] – [206]):
 - (i) Binance.com (service by email to legal@binance.com)
 - (ii) Kucoin.com (service by email to support@kucoin.com)
 - (iii) eXch.cx (service by email to admin@eXch.cx)
 - (iv) Trust Wallet (service by email to support@trustwallet.com)
 - (v) Rainbow Wallet (service by email to hello@rainbow.me)
 - (vi) Celestia Blockchain (service by email to legal@celestia.org)
- (b) Service by email and Registered Mail on the following Wallet Operators and Blockchain Founders who have neither acknowledged nor responded to RL's letters (save for Osmosis Labs, these contact details were taken from the respective websites and I have personal knowledge of the email address of Osmosis Labs' representative):
 - (i) Chainapsis Inc, operator of the Keplr Wallet (service by email to keplr@chainapsis.com and by Registered Mail)

- (ii) Interchain GmbH, founder of the Cosmos network (service by email to hello@interchain.io)
- (iii) Osmosis Labs, founder of the Osmosis blockchain (service by email to sunny@osmosis.team)
- (iv) Public Awesome LLC, founder of the Stargaze blockchain (service by email to legal@stargaze.zone)

109. Furthermore, it would be in the interests of justice for the Claimant to obtain the information quickly as it is necessary for the Claimant to identify the Defendant(s), prevent further dealings with the Stolen Assets and proceed with the main action. Therefore, the Claimant humbly seeks an order for substituted service so that the information can be obtained expediently.

VIII. FULL AND FRANK DISCLOSURE

110. The Claimant is aware of its obligation to disclose material facts that would assist this Honourable Court in its determination of the Claimant's application.

111. For completeness, it is possible that the seed phrases to the Notional Wallet might have been compromised previously:

- (a) First, the seed phrase to the Notional Wallet was stored on 1Password, which I understand was subject to a security incident sometime last year.

- (b) Second, and having investigated the history of the Notional Wallet following the thefts, Ricardo brought up a suspicious incident that occurred on 29 December 2021. On that date, he had used a temporary server set up by Long to execute a transaction with the wallet key to the Notional Wallet. This action required Ricardo to enter the seed phrase. The Claimant believes this incident might have led to the leak of the seed phrase to the Notional Wallet to Long.
- (c) Third, and following investigations by the Claimant, the Notional Wallet had historically been used to conduct “relaying” operations. This is a security issue insofar as the seed phrases to such relaying wallets are stored in a plaintext manner on servers instead of in encrypted keystore files. This storage method increases the risk of operators with access to such servers extracting the seed phrase to the Notional Wallet, thereby gaining control of the account until a future opportune moment to steal assets.

112. However, until the spate of thefts described in this affidavit, there was no evidence to suggest that the seed phrase to the Notional Wallet had been compromised.

113. Private Project Facilitators Limited (Company No. 176168) is named as the entity operating eXch.cx. Chainalysis has informed the Claimant that according to their searches, there is no such entity registered in Belize and they are unable to verify

the identity of the entity operating eXch.cx. However, the Claimant has named Private Project Facilitators Limited in the ancillary disclosure application because eXch.cx has stated on their website that they are Private Project Facilitators Limited, a company registered in Belize: [249]. Furthermore, RL's letter to eXch.cx dated 1 April 2024 was addressed to Private Project Facilitators Limited, and in eXch.cx's acknowledgement email dated 5 April 2024, eXch.cx did not deny or correct the intended addressee of the letter. I therefore verily believe that addressing the application to Private Project Facilitators Ltd would be appropriate and an effective means of obtaining information in the possession or control of eXch.cx.

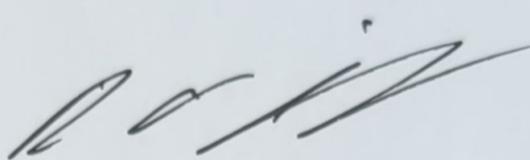
IX. UNDERTAKING

114. The Claimant is ready and willing to give an undertaking as to damages in case it is held that the injunctions were wrongly granted. I confirm that I have the authority to give such an undertaking on the Claimant's behalf to this Honourable Court.

X. CONCLUSION

115. In the circumstances, I humbly pray for an order in terms of the Claimant's application herein with costs to be reserved.

SWORN / AFFIRMED by the abovenamed)
JACOB ANTHONY GADIKIAN)
 This **7th** day of May 2024)



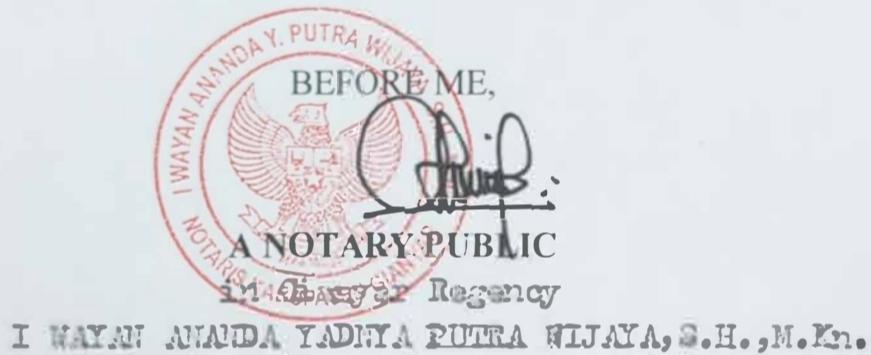

Waarneming No. : 251/REG/V/2024

Date : 07 May 2024

This is the exhibit marked "JAG-1"

Referred to in the affidavit of
JACOB ANTHONY GADIKIAN

Sworn / Affirmed before me
This 7th day of May 2024



CỘNG HÒA XÃ HỘI CHỦ NGHĨA VIỆT NAM

SOCIALIST REPUBLIC OF VIETNAM

Độc lập – Tự do – Hạnh phúc

Independence –Freedom - Happiness

ĐƠN XIN NGHỈ VIỆC

RESIGNATION LETTER

Kính gửi/Attention: CÔNG TY TNHH NOTIONAL VIETNAM

NOTIONAL VIETNAM COMPANY LIMITED

Tên tôi là/My name is: Mai Gia Long.....

Chức vụ/Position: kỹ sư Bộ phận/Department: cơ sở hà tĩnh

Nay tôi làm đơn này, kính xin Ban giám đốc cho tôi được thôi việc kể từ ngày 20 tháng 11 năm 2023/ By this letter, I would like to inform you of my resignation from Notional VN, to be effective from date 20 month 11 year 2023

Lý do/ Reason: Tôi có việc cá nhân không muốn ảnh hưởng đến công việc chung của công ty/ I have personal issue that I don't want it affect to company's overall work.

Tôi cam kết thực hiện việc bàn giao các công việc đang phụ trách, các tài liệu và/hoặc các tài sản liên quan theo quy định của Công ty và theo quy định pháp luật trước khi chính thức nghỉ việc/ I commit to handing over my works, documents, and properties related to the Company by the regulations of the Company or according to the laws before my official resignation.

Trân trọng cảm ơn Công ty đã tạo điều kiện để tôi được làm việc, học hỏi và hoàn thiện bản thân trong thời gian vừa qua/ Thank you for the excellent opportunity to work, learn and improve myself during this time.

Tôi hy vọng sẽ tiếp tục nhận được sự hợp tác và hỗ trợ từ Quý Công ty trong giai đoạn chuyển giao/I am looking forward to receiving the support from our company.

Tôi xin chân thành cảm ơn.

Sincerely,

Giám đốc (Director)

(Ký, ghi rõ họ tên/ Mark - full name)

Người làm đơn/The applicant

(Ký, ghi rõ họ tên/ Signature - full name)

Mai Gia Long



Chainalysis Crypto
Incident Response

Notional PTE Ltd Exploit

May 3, 2024



WARNING: All information provided by the applicable Chainalysis entity is proprietary and considered confidential information pursuant to the terms of the agreement for services between the parties. All such information (including but not limited to investigative procedures and conclusions derived therefrom) constitutes proprietary work product, including but not limited proprietary intellectual property. As such, the applicable Chainalysis entity must be notified in advance and in writing in the event of any disclosure by customer to any third parties, except as it relates to any disclosure by customer to a law enforcement or intelligence agency as is necessary in pursuit of the underlying customer investigation. These terms accompany this document; as such, the customer shall ensure all recipients are bound by these terms.

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I. Background

Notional PTE Ltd (“Notional”) contacted Chainalysis’s Crypto Incident Response (CIR) Team to investigate an exploit which occurred between January 7, 2024, and February 29, 2024 (UTC). Notional experienced a wallet-and-private-keys compromise on the following blockchains: Celestia, Sei, Stargaze, Cosmos, and Osmosis, where approximately \$1.512M USD was stolen from Notional-controlled addresses.

The Notional team advised Chainalysis CIR of a mass staff departure experienced by the entity in November 2023. During this mass staff departure, a key employee known as Mr. Mai Gia Long (here forth referred to as “Mr. Long”), a key employee and shareholder of Notional PTE Ltd, possessed exclusive access to critical wallet seed phrases of Notional PTE Ltd crypto funds. Mr. Long proceeded to use the possession of these critical seed phrases as leverage in order to bargain for a more favorable exit package from the company. Notional was able to gain access and control of the private keys and wallets on December 15, 2023. Approximately 23 days afterwards, the client’s wallets were compromised.

Below is a table of the initial amounts and tokens stolen and the approximate value at the time of the theft¹, **Table 1:**

Address	Date	Blockchain	Token Amount	USD Equivalent
celestia1083svrca4t350mphfv9x45wq9asrs60ce9xvfv	2024-01-07 8:53 PM UTC	Celestia	71,810.596 TIA	\$1,085,776
sei1083svrca4t350mphfv9x45wq9asrs60c9rx24q	2024-01-07 8:58 PM UTC	Sei	145,499 SEI	\$103,566
stars1083svrca4t350mphfv9x45wq9asrs60cunqpcs	2024-01-07 9:10 PM UTC	Stargaze	11 Bad Kid NFTs	\$45,798
stars1083svrca4t350mphfv9x45wq9asrs60cunqpcs	2024-01-07 8:58 PM - 8:59 PM UTC	Stargaze	218,900.198 STARS	\$9,097
cosmos1083svrca4t350mphfv9x45wq9asrs60cg0hunp	2024-01-07 9:02 PM - 9:36 PM UTC	Cosmos	21,745.85 ATOM	\$212,143
osmo1083svrca4t350mphfv9x45wq9asrs60cq5yv9n	2024-01-30 9:25 AM UTC	Osmosis	15,000 OSMO	\$26,334
osmo1083svrca4t350mphfv9x45wq9asrs60cq5yv9n	2024-02-06 12:27 AM UTC	Osmosis	18,999 OSMO	\$29,639
Approximate USD Value Total				\$1,512,353

¹ Values in this section reflect an estimated value of the token around the time of the theft, and do not reflect current market values for the tokens or market values of when tokens were transferred and/or swapped to other tokens.

II. Methodology of Investigation

The following software, resources, and methodology was used during the course of this investigation:

1. Reactor² (software)
2. mintscan.io (publicly available interchain explorer)
3. axelarscan.io (publicly available blockchain explorer)
4. etherscan.io (publicly available blockchain explorer)
5. eXch.cx (contacted via email)
6. Binance (contacted via Telegram)

As the victim's stolen funds occurred on blockchains not supported within Reactor, such as Celestia, Sei, Stargaze, Cosmosis and Osmosis, the following publicly available interchain explorer was used to identify the flow of funds: mintscan.io in conjunction with the Axelar blockchain via the Axelar.Network and eXch.cx.

The following section, Summary of Investigative Findings, makes reference to the software, resources, and methodology outlined above.

III. Summary of Investigative Findings³

On January 7, 2024, a threat actor stole four different cryptocurrencies and a set of Non-Fungible Tokens ("NFTs") from Notional. Three of the cryptocurrencies were transferred to the threat actor's addresses on the same blockchains and then to the threat actor's addresses on the Osmosis blockchain. Eventually, the threat actor transferred the cryptocurrencies, through the Axelar blockchain via the Axelar.Network and bridged⁴ them to the Ethereum blockchain converting the axlWETH into the Ethereum-native cryptocurrency token Ether (ETH). The fourth cryptocurrency and the NFTs remain in the threat actor's account in that blockchain.

Figure 1 provides a representation of fund movements carried out by the threat actor.

² Reactor is a blockchain investigation tool created by Chainalysis and used throughout the industry. Reactor serves as a visualization tool for cryptocurrency flows, which allows for the live tracing of funds and identification of real-world entities in relation to crypto activity.

³ Values in this section primarily reflect the approximate price value of the tokens on March 4, 2024, and not the initial value of when the theft occurred.

⁴ In this section, the term "bridge" or "bridging" can also be referenced as an "IBC transfer" or "Inter-Blockchain Communication Protocol" which is a protocol or method used to transfer funds via one blockchain or protocol to another.

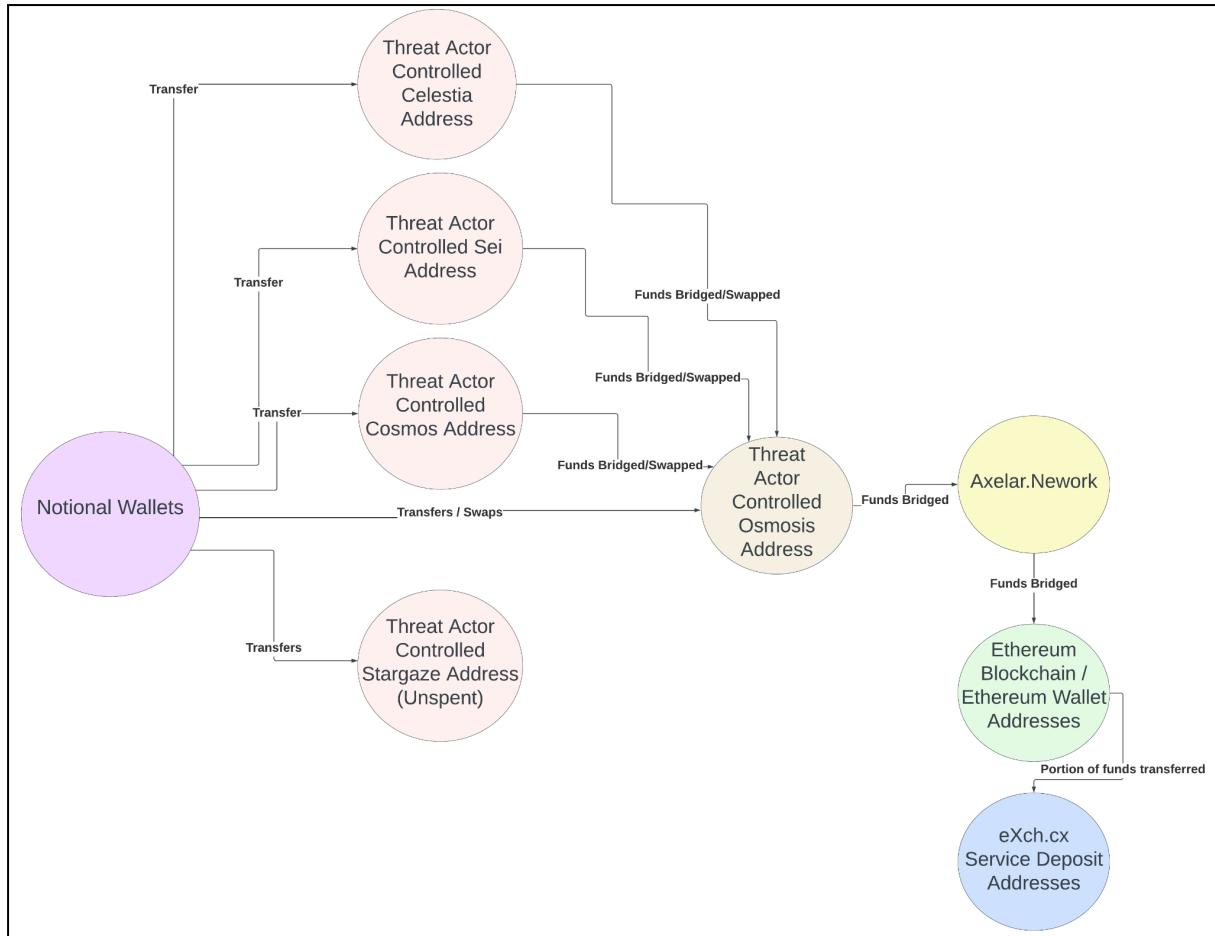


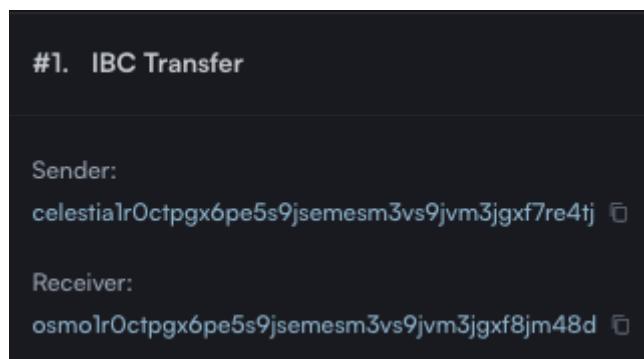
Figure 1: An illustration of the flow of funds conducted by the threat actor.

The following table, **Table 2**, sets forth the addresses and the blockchains where the unspent stolen cryptocurrencies are located as of March 4, 2024. The table also sets forth the corresponding token amounts and the US dollar equivalent values of those tokens as of March 4, 2024.

Table 2:

Address	Blockchain	Token Amount	USD Equivalent
0xE2240450744f67DD61289A6071c9E72411F20105	Ethereum	25.396 ETH	\$90,975
0x758E54d88BDAb00bE93e89800D894ffdFF0c63C5	Ethereum	127.703 ETH	\$457,626
celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj	Celestia	40,000.58 TIA	\$619,609
stars1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfm4lc6w	Stargaze	218,900.198 STARS	\$8,727
stars1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfm4lc6w	Stargaze	11 Bad Kid NFTs	\$45,798 ⁵
osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d	Osmosis	9.834 OSMO	\$15.60
osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d	Osmosis	4,000 TIA	\$61,960
Approximate USD Value Total			\$1,284,710.60

The flow of funds consisted of stolen funds being transferred from the victim's address to an address controlled by the threat actor. Funds would then be bridged⁶ from the original blockchain of theft via the Inter-blockchain Communication Protocol (IBC Transfer). In an IBC transfer, the destination of funds can be seen in the transaction information as seen below in Figure 2.

**Figure 2:** An illustration of the sending and receiving addresses in an IBC transfer.

⁵ The threat actor stole 11 Bad Kid NFTs and the value of the NFTs is subject to price fluctuation and market demand. A complete list of the NFTs stolen can be found in Appendix B and can also be found here: <https://www.stargaze.zone/p/stars1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfm4lc6w/tokens>

⁶ In this section, the term "bridge" or "bridging" can also be referenced as an "IBC transfer" or "Inter-Blockchain Communication Protocol" which is a protocol or method used to transfer funds via one blockchain or protocol to another.

For the stolen funds on the Celestia, Sei and Cosmosis blockchains, the funds were consolidated at the Osmosis address referenced in Figure 1. Following the consolidation of funds, the funds were converted from one token to another, ultimately into axIWETH tokens. Following the conversion of the tokens into axIWETH tokens , the funds were bridged from the Osmosis blockchain to the Axelar blockchain via the Axelar.Network. Ultimately, the Axelar.Network transactions were analyzed by two methods, depending on the transaction type. One method used to analyze the Axelar.Network transaction was by inputting the Axelar address as seen on the Osmosis transaction on axelarscan.io. The Ethereum wallet address destination would be provided as seen below in Figure 3:

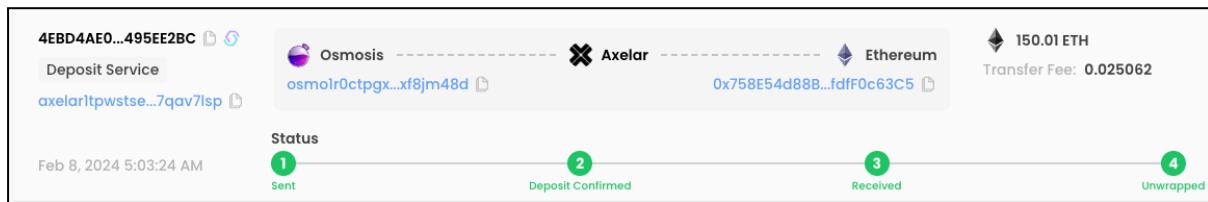


Figure 3: The image above is a screenshot showing the destination of funds.

Another method used to analyze the Axelar.Network address destination, consisted of a two-step process. Step 1: Review the Axelar.Network transaction code to identify the Ethereum wallet address destination, as seen below in Figure 4:

Figure 4: The image above is a screenshot of the transaction code, providing the amount of funds transferred, destination blockchain and address.

After identifying the destination address, as seen in the code above, Step 2 involved Time and Spend Analysis. For this step, Reactor was used, as it contains a feature to filter by date and time. The initial timestamp and date for the transaction referenced in Figure 3 was January 12, 2024 at 7:06 PM UTC and the initial transfer value (excluding fees) was 5.096064504233690000 axIWETH. Chainalysis reviewed withdrawals of the destination

address, from the time of transfer and with a 24-hour window. The only candidate identified is reflected in Figure 5:

> 01/12/2024 19:19	0x9375b2d7dc...	5.070346	0xD397883c12b71e...	● Wrapped Ether (...)
> 01/12/2024 19:19	0x9375b2d7dc...	-5.0703	0x6C270f5F08e9D5...	● 0x6C270f5F08e...

Figure 5: The image above is a screenshot of the high confidence withdrawal candidate.

Adhering to this method, the threat actor had three other transactions, which utilized this method, from which the Osmosis-Axelar transaction amounts mirrored what was initially bridged by the threat actor. Figure 6 references this method and demonstrates how funds were consolidated, further confirming the high confidence of the methodology utilized:

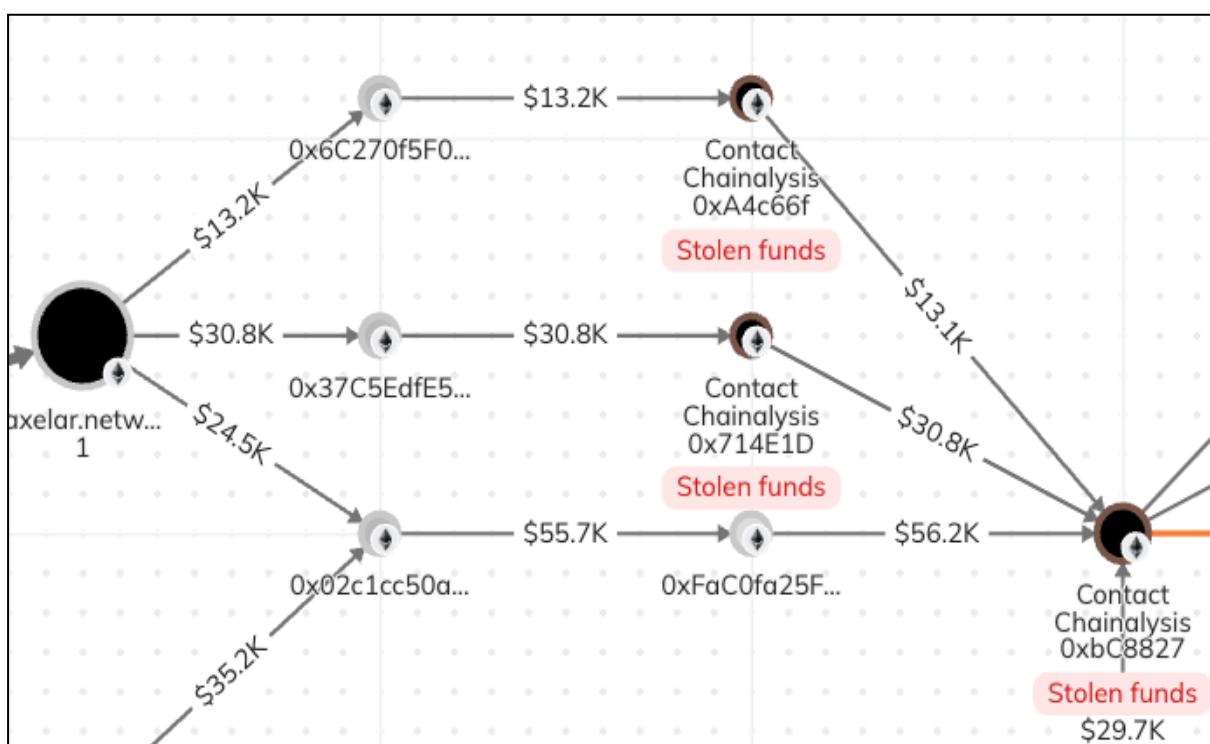


Figure 6: The image above is a screenshot referencing the second methodology utilized to analyze high confidence withdrawal Axelar.Network candidates.

eXch.cx deposit addresses were confirmed by three forms: 1) Etherscan.io attribution; 2) Reactor attribution; and 3) an eXch.cx confirmation via email that the deposit addresses belong to their platform.

Attribution for Binance's Cosmos hot wallet address was initially found via OSINT (Reddit, Twitter) and ultimately confirmed by Binance via a Telegram message.

IV. January 2024 Theft and Initial Movement of Funds

The section below will provide a brief description associated with the initial movements of the stolen funds in reference to the January 2024 theft. In addition, an in-depth visual showing the flow of stolen funds can be found in the three attachments titled, “Phase 1 of 3”, “Phase 2 of 3”, and “Phase 3 of 3”.

A. Celestia (Native Token - TIA)

On January 7, 2024, at approximately 8:53 PM UTC, 71,810 TIA tokens (~\$1.085M USD value) were taken from Notional-controlled address:

`celestia1083svrca4t350mphfv9x45wq9asrs60ce9xvfv` (**celestia1083s**) and transferred to the following threat actor controlled address:

`celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj` (**celestia1r0ct**) via transaction hash: 14910791F4007F61316E3518E9966F730049D0039C5E7CDD1F5853E777618069

Following the transfer and theft of the TIA tokens, the threat actor bridged a total of 31,810 TIA tokens (~\$360,730 USD value) from **celestia1r0ct**, via four transactions that occurred between January 12, 2024 and February 8, 2024, to Osmosis address: `osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d` (**osmo1r0ct**)

On January 12, 2024, following the transfer of the stolen TIA, **osmo1r0ct** swapped 800 TIA tokens for 5.096 axIWETH tokens.⁷ The threat actor then continued to swap an additional 27,010 TIA tokens between January 12, 2024 and February 8, 2024. These tokens were either swapped directly to axIWETH tokens, or to OSMO tokens and then to axIWETH tokens. The swapping of these 27,810 TIA tokens resulted in the threat actor acquiring 211.4544186 axIWETH tokens. The axIWETH tokens were then bridged from the Osmosis blockchain to the Ethereum blockchain via the Axelar.Network. Figure 7 shows the initial movements of the stolen funds on the Celestia blockchain which were bridged to the Osmosis blockchain.

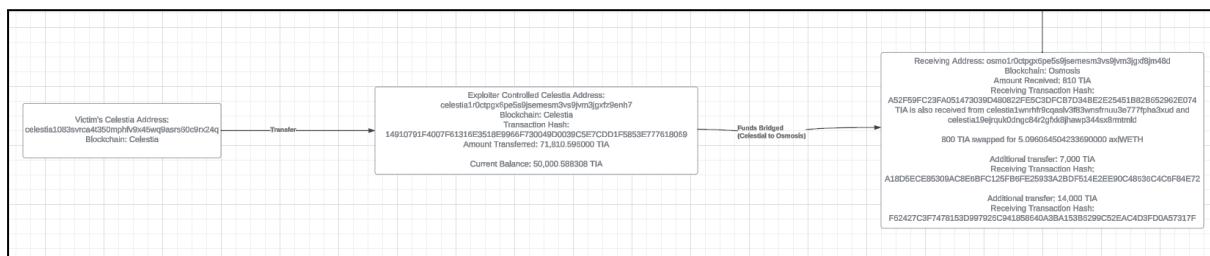


Figure 7: An illustration of the initial movements of the stolen funds from **celestia1083s**

The following table, **Table 3**, references the TIA token swaps conducted by the threat actor to address **osmo1r0ct** in which TIA tokens were swapped for axIWETH tokens directly, or on one occasion, were swapped for OSMO tokens, and then swapped for axIWETH tokens.

⁷ “AXLWETH” or “axIWETH” is a wrapped, multi-chain representation of the Ethereum token, “ETH”. This wrapped token allows for the bridging of ETH from the Osmosis blockchain to the Ethereum blockchain.

Table 3:

Transaction Hash	Date	Token In	Token Out
2EB0D607ABAAB1C07AE60CB13DA7F0C01EE25EDBF32128B6D95D66A137BB739C	2024-01-12 7:05 PM UTC	800 TIA	5.096064504233690000 axIWETH
6F221EA2DFC331B494A187782D018341B46240345A4FDB6C2D3E9933096B1B72	2024-01-24 5:41 AM UTC	4,000 TIA	44,354.298668 OSMO
224E596F39B52CBDEA54E6F760C49C95940BB1DBD2F5584249895480CE75624E	2024-01-24 5:43 AM UTC	44,354 OSMO	28.817387059261403000 axIWETH
844ACEFA9626250631AB6ABD773FEE7DD048D03B0C60E062D568E61ABA20A0CD	2024-01-24 7:20 AM UTC	3,000 TIA	22.079259722705130000 axIWETH
9725BEB4795ACD8F39545C2BD9B5483403B0698289D35C84D5FA3C928968D91A	2024-01-26 4:23 PM UTC	2,000 TIA	14.553937374503649000 axIWETH
2F9BB863774EF1CDBD1B79B08DFD7315124FA2805F40884991EEEA15692F88D7	2024-01-26 6:50 PM UTC	2,000 TIA	14.569953524808307000 axIWETH
9363840FA33605994754199D169C498A09A0D97ABCF7F43000BF4436BF2D4CD1	2024-01-27 12:33 PM UTC	2,000 TIA	14.746630609435526000 axIWETH
558CCECA4E26979208D8C2994BACF41276B18F96AB3FB9249BD84D8C37144C6D	2024-01-27 5:31 AM UTC	2,500 TIA	18.737740554722734000 axIWETH
FE6C1B9C31A34E30A87CBA956EDFD4ABFF4C2C4F865068C3A981AFA99CA19498	2024-01-27 5:33 AM UTC	300 TIA	2.244456224104483000 axIWETH
92DEF030CC099CC3886A1F5DF5F3F5A5B6DEE1F9A0F28C645C83D05CD0901847	2024-02-03 7:31 AM UTC	2,000 TIA	15.659494815334005000 axIWETH
32AD7DFCF34AAA9F1967A7B4F2B2E5F121B5FB2BCB83A32DE372F0895311B6E1	2024-02-05 9:24 AM UTC	1,210 TIA	9.455055843573481000 axIWETH
1A062F0FAF473C32E88BE276C6631BA24D12CEDCEF538B330D207E3D2A51AA17	2024-02-08 11:58 AM UTC	2,000 TIA	16.006306486226208000 axIWETH
FD6A4A5B008D81ABF19FD4DF01D055CE1D6E609C799F14952C1B4A7968B832CA	2024-02-08 4:22 PM UTC	2,000 TIA	16.475958236573863000 axIWETH
C0446CB0F15340A1F8A8A26C4FC81C762F122F1F1BFCA31CC02962A7D41BE741	2024-02-08 4:34 PM UTC	2,000 TIA	16.471590145778930000 axIWETH
B7CC7DC8D46CEFDABF3D6ACC6B9AAFF9E71D678555DD53CD638021E7195E230C	2024-02-08 8:14 PM UTC	1,000 TIA	8.263272693093810000 axIWETH
1ABB89E7F9BCAD00CA909C02447463A7015FFE192263170F7475446E96CCF50F	2024-02-08 8:16 PM UTC	1,000 TIA	8.277310818919114000 axIWETH

As of March 4, 2024, 40,000 TIA tokens remain at **celestia1r0ct** and 4,000 TIA tokens remain at **osmo1r0ct**.

B. Sei

On January 7, 2024, at approximately 8:58 PM UTC, 145,499 SEI tokens (~\$103,566 USD value at the time of transfer) were taken from Notional-controlled address: sei1083svrca4t350mphfv9x45wq9asrs60c9rx24q (**sei1083s**) and transferred to the following threat actor controlled address:

sei1r0ctpx6pe5s9jsemesm3vs9jvm3jgxfz9enh7 (**sei1r0ct**) via transaction hash: 51F3E1924A9329D992B8287D3155457B2C1BCA4A8AA9844280E872C6C3940FE6

Following the transfer and theft of the SEI tokens, the threat actor bridged 145,498 SEI tokens (~\$101,848 USD value at the time of transfer) from **sei1r0ct**, in one transaction on January 19, 2024, to Osmosis address:

osmo1r0ctpx6pe5s9jsemesm3vs9jvm3jgxf8jm48d (**osmo1r0ct**)

Between January 19, 2024 and January 23, 2024, the threat actor swapped the 145,498 SEI tokens from the **osmo1r0ct** address for 51,721.68611 OSMO tokens.

Between January 19, 2024 and February 8, 2024, the threat actor swapped the 51,721.68611 OSMO tokens for 37.770748 axlWETH tokens.⁸ The axlWETH tokens were then bridged from the Osmosis blockchain to the Ethereum blockchain via the Axelar.Network. Figure 8 shows the initial movements of the stolen funds on the Sei blockchain which were bridged to the Osmosis blockchain.

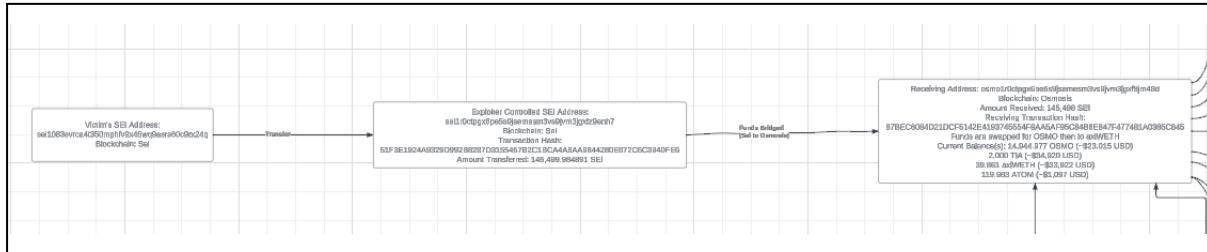


Figure 8: An illustration of the initial movements of the stolen funds from **sei1083s**

The following table, **Table 4**, references the SEI token swaps conducted by the threat actor to address **osmo1r0ct** in which the SEI tokens were swapped for axlWETH tokens directly, or were swapped for OSMO tokens, and then swapped for axlWETH tokens.

Table 4:

Transaction Hash	Date	Token In	Token Out
85B1E15802670551E8A707E8979E5E7000438A38DD3C3D4BAAA5665DC844137	2024-01-19 6:54 PM UTC	20,000 SEI	8,553.451590 OSMO
F651F932253BBA676961273977E2239B10E905A1FEC3F490288EF9651EA56572	2024-01-19 7:01 PM UTC	25,000 SEI	10,635.113665 OSMO
FAFF15C870752C77F4C42ECE346B0CF2B9DBA621C6E32D0BF15DD7990F2E7BAE	2024-01-19 7:05 PM UTC	19,188 OSMO	12.375183665055268000 axlWETH

⁸ “AXLWETH” or “axlWETH” is a wrapped, multi-chain representation of the Ethereum token, “ETH”. This wrapped token allows for the bridging of ETH from the Osmosis blockchain to the Ethereum blockchain.

57EDA96F877EF8FD16BBCAEA1171B3A4D387 382AB5FA305AABB3E8EFD26BB65F	2024-01-22 6:44 PM UTC	20,000 SEI	8,034.073169 OSMO
C74EC719236CCC47A6DA515FA2E2F606B332 D1E47F518B5D0D81EAF9DEFFA690	2024-01-22 6:52 PM UTC	20,000 SEI	8,018.854816 OSMO
51665EE2BC214517E49D5CC48DCB846916F9E D17AAF67362D7DDF98165AF3CDB	2024-01-22 6:53 PM UTC	20,000 SEI	8,029.310090 OSMO
4D61748B58B6B225B92951BE60C444CD7A16 480CD03B4A9170CF9DB5A2856164	2024-01-22 6:57 PM UTC	24,082.000000 OSMO	14.917406515585570000 axlWETH
700C8E0CE56C8B0F04902794CAD2D34386BFB 7BA64D142FCE8BAA7B71AEEB493	2024-01-23 7:05 AM UTC	20,000 SEI	8,450.882782 OSMO
0F942EAEC0552F4E96F4A7E637BD4123E8E1 794C35BF4B75897B998D3DC1AF8	2024-01-23 7:05 AM UTC	20,498 SEI	5.288300096937015000 axlWETH
7844B121122979CBEA03D72CC8772CE49CEAO E47EA6D9339D5EB7168C39830DD	2024-01-23 7:06 AM UTC	8,451 OSMO	5.189857726861664000 axlWETH

As of the date of this report, there is 1.943225 SEI tokens remaining at sei1r0ct.

C. Stargaze

On January 7, 2024, from approximately 8:58 PM to 9:10 PM UTC, 11 Bad Kid NFTs (~\$45,798 USD value at the time of transfer) and 218,900.198 STARS tokens (~\$9,097 USD value at the time of transfer) were taken from Notional-controlled address: stars1083svrca4t350mphfv9x45wq9asrs60cunqpcs (**stars1083s**) and transferred to the following threat actor controlled address:
stars1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfm4lc6w (**stars1r0ct**) via 12 transactions, shown in the table below.,

Table 5:

Transaction Hash	Date	Token In	Receiving Address	Blockchain
AC493F58BD807819BC33C26D4EEE3A91 0FA5F669F8466BA4B7FA2DD099B89A21	2024-01-07 8:58 PM UTC	Bad Kid NFT #7280	stars1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze
0587FEAFFE7BF1513554EFF934FDAC32F B3F4697D25870590A6D01D1B0EE37A0	2024-01-07 8:58 PM UTC	Bad Kid NFT #6479	stars1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze
D69A7857E849519688E51CB477FAA23C9 6F4CA8660C56BC0F5886B5D2C48D5FD	2024-01-07 8:58 PM UTC	Bad Kid NFT #4160	stars1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze
C70339CCDF073E941411F2095B5EF4695 EA41FF134EF9DDDE55CA51833B7F31C	2024-01-07 8:58 PM UTC	Bad Kid NFT #4030	stars1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze
D640D7D61FC8A8EF3BA74E3916A9DBD3 E654416DA492C21CB0947FB42B655AB4	2024-01-07 8:58 PM UTC	Bad Kid NFT #3547	stars1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze
1A4A8E45FA338F048E3BAE422E93A6012 46D8D58715AB33680BCAA4A22B7546F	2024-01-07 8:58 PM UTC	Bad Kid NFT #3182	stars1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze
F3BD59BC0A57DF9B4EF5F857D03965B9 DB767597A7A420F179F595818F392D58	2024-01-07 8:59 PM UTC	Bad Kid NFT #3085	stars1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze
AFF010495BD991D85CDA2B36E0FEA606 3F853B726670F4CEAE3D45A7D615AD92	2024-01-07 8:59 PM UTC	Bad Kid NFT #2739	stars1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze
FFE75229A42F525D527A8724CB7B6227C 11BE626BC5F2CBE73F87FD42BC5A8E1	2024-01-07 8:59 PM UTC	Bad Kid NFT #2211	stars1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze

672A96DF05C92193573ABFE6587A8FD08D58567FDF65BF0780E7E4C4AC427ABB	2024-01-07 8:59 PM UTC	Bad Kid NFT #2184	stars1r0ctpx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze
B0FEDE6FBFCB6EA86E315A0DB2D9DA5AF3F6305C11F5253AA023AB8A54BEF0B1	2024-01-07 8:59 PM UTC	Bad Kid NFT #9798	stars1r0ctpx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze
7D7C532CB6A683403E4324F88ADC7ABD4FC6129D5F625013CA0B866A9FD2D692	2024-01-07 9:10 PM UTC	218,900.19898 2 STARS	stars1r0ctpx6pe5s9jsem esm3vs9jvm3jgxfm4lc6w	Stargaze

The stolen 11 Bad Kid NFTs and 218,900.198 STARS tokens remain unspent at **stars1r0ct** as of the date of this report. Figure 9 shows the initial movements of the stolen funds on the STARS blockchain.

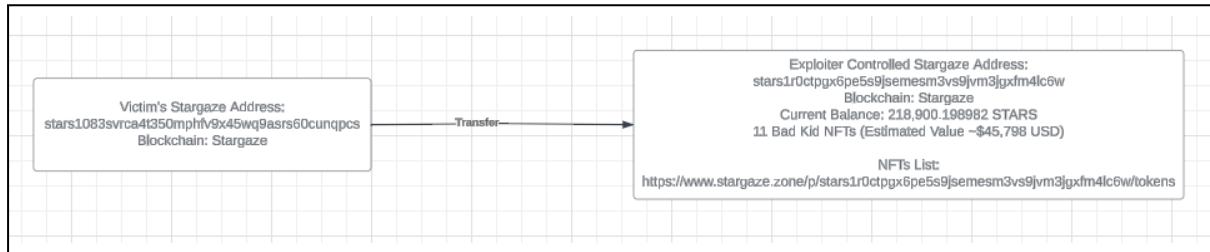


Figure 9: An illustration of the initial movement of the stolen funds from **stars1083s**

D. Cosmos

On January 7, 2024, from approximately 9:02 PM to 9:36 PM UTC, 21,745.85 ATOM tokens (~\$212,143 USD value at the time of transfer) were taken from Notional-controlled address: `cosmos1083svrca4t350mphfv9x45wg9asrs60cg0hunp` (**cosmos1083s**) and transferred to the following threat actor controlled address: `cosmos1r0ctpx6pe5s9jsem esm3vs9jvm3jgxf0fg93l` (**cosmos1r0ct**) via five transactions, shown in the table below.

Table 6:

Transaction Hash	Date	Token In	Receiving Address	Blockchain
107295BBF3CA19C7BBE46A357622EC1292968F5D2F404C4A3165850030FCC1F7	2024-01-07 9:02 PM UTC	10,002.891752 IATOM ⁹	cosmos1r0ctpx6pe5s9jsem esm3vs9jvm3jgxf0fg93l	Cosmos
CC7CBD9224F2A93E4F9961DCF2C71AE95E604E32B1A660EFC7F00EB63788CA28	2024-01-07 9:05 PM UTC	9,001.601442 IATOM	cosmos1r0ctpx6pe5s9jsem esm3vs9jvm3jgxf0fg93l	Cosmos
9C92D73C9E98188D39F01C17C7D8CC2C1025E89EB358FA8A96D746667CFB157	2024-01-07 9:19 PM UTC	2,420.690000 IATOM	cosmos1r0ctpx6pe5s9jsem esm3vs9jvm3jgxf0fg93l	Cosmos
5B54025BEB3E3EC5E061F4BC9A3951ED711EB45E0FD45DCDFC472519B30D7025	2024-01-07 9:21 PM UTC	200.000000 IATOM	cosmos1r0ctpx6pe5s9jsem esm3vs9jvm3jgxf0fg93l	Cosmos
AEE1B2F5DF512577655C65A3EDD5F17BC27C9DB2267A3D5F40D0FEDA03E31CEO	2024-01-07 9:36 PM UTC	120.662447 ATOM	cosmos1r0ctpx6pe5s9jsem esm3vs9jvm3jgxf0fg93l	Cosmos

⁹ IATOM tokens are ATOM token equivalents. “IATOM” tokens are received in exchange for when ATOM tokens are tokenized or loaned.

Following the transfer and theft of the ATOM tokens, on January 12, 2024, the threat actor bridged 120 ATOM tokens from **cosmos1r0ct** (~\$1,120 USD value at time of transfer) to Osmosis address: osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d (**osmo1r0ct**). The threat actor then tokenized his shares, i.e., the threat actor loaned the stolen tokens and earned additional tokens as his interest or reward for making the loan.

On February 5, 2024, the threat actor attempted to bridge 21,654.363038 ATOM tokens from **cosmos1r0ct** to **osmo1r0ct**, however the transaction failed as there were insufficient funds to pay for the transfer and transfer fees of the transaction. See transaction hash:

550BCAB86472BE3524D656EFB22F86AD820832789C6AC090CBE11F75D817E55E

On February 8, 2024, the threat actor successfully transferred the remaining 21,654.063 ATOM tokens from **cosmos1r0ct** to **osmo1r0ct** via transaction hash:

78F0AF6E13E1277349F9B10062C19F8E19FA20415F73A9942A652A375DEA4EBB

Below is a table, **Table 7**, referencing the ATOM transactions which bridged funds from **cosmos1r0ct** to **osmo1r0ct**

Table 7:

Transaction Hash (Cosmos)	Date	Token Transferred / Received	Receiving Transaction Hash (Osmosis)	Receiving Address
F6D634122D8DE1710EC0 C297F7386EEBC01470E9F 9833869F9F256F5FA9C6E B7	2024-01-12 7:02 PM UTC	120 ATOM	436A376F6E4991558C4B 66E44D7081A2ACDF178 F644A78EB4750BCEBE1 C876F9	osmo1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxf8jm48d
550BCAB86472BE3524D6 56EFB22F86AD820832789 C6AC090CBE11F75D817E5 5E	2024-02-05 9:22 AM UTC	21,654.365862 ATOM	Failed Transaction	osmo1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxf8jm48d
38F9C5D6FD041CF0B5698 33689E060810BEF7061D2 79303D1D397770C10D6C B3	2024-02-08 12:38 PM UTC	21,654.363036 ATOM	Failed Transaction	osmo1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxf8jm48d
78F0AF6E13E1277349F9B 10062C19F8E19FA20415F 73A9942A652A375DEA4E BB	2024-02-08 12:38 PM UTC	21,654.063036 ATOM	3457A83F7E3D333A307 F0A712B83E20CE04DC0 1BDFC6BBDF7A96998D9 16FE3AB	osmo1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxf8jm48d

On February 8, 2024, the threat actor, in two separate transactions, swapped 21,774.05 ATOM tokens from **osmo1r0ct** in exchange for 83.98052357 axlWETH tokens and bridged them to the Ethereum blockchain.

Figure 10 shows the initial movements of the stolen funds on the Cosmos blockchain.

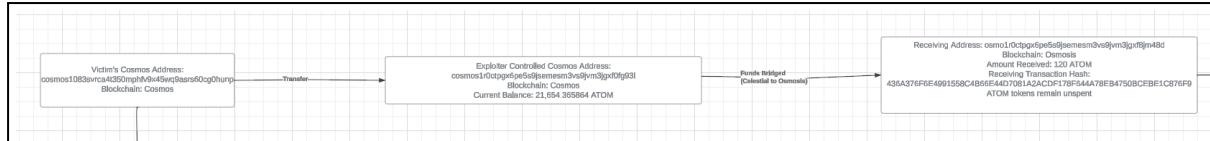


Figure 10: An illustration of the initial movements of the stolen funds from **cosmos1083s**

The following table, **Table 8**, references the ATOM token swaps conducted by the threat actor to address **osmo1r0ct** in which ATOM tokens were swapped for axIWETH tokens directly, or were swapped for OSMO, and then swapped for axIWETH tokens.

Table 8:

Transaction Hash	Date	Token In	Token Out
B300EB8CFFCB40C8C80726F137143DA02DA8A76F930498BF21B91590F90C0515	2024-02-08 12:40 PM UTC	10,000 ATOM	57,393.152160 OSMO
7B60706BD3F8570EE57046CC55A340B109D68123F184671C77756563073D38D0	2024-02-08 12:42 PM UTC	11,774.05 ATOM	67,481.319405 OSMO
784E1DABD10DAAFD4E687396F5C04A81ED3132290FDC825C38F6FC687381AB6	2024-02-08 12:54 PM UTC	30,000 OSMO	20.298203463086423000 axIWETH
4E9CDF1AA84F430C8EDE98A0AE52DAD50C55BDE2E2464C5AC17ED6BD7DBAD508	2024-02-08 12:55 PM UTC	30,000 OSMO	20.265432780318770000 axIWETH
F04BE1F2FD6443A96F5FDB90DE4093A7FF6691098C396ABB5154030A271675D4	2024-02-08 12:57 PM UTC	30,000 OSMO	20.171729984587970000 axIWETH
575130BEFA45D819359EB7576F64FBA410FED97426507F585B1B8125D88D2604	2024-02-08 1:01 PM UTC	34,868.18 OSMO	23.245157341624253000 axIWETH

E. Osmosis

By January 30, 2024, the threat actor had bridged the majority of stolen funds from the Celestia blockchain and all of the stolen funds from the Sei blockchain to the following threat actor controlled address: osmo10ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d (**osmo1r0ct**)

On January 30, 2024, at approximately 9:25 AM UTC, 15,000 OSMO tokens (~\$26,334 USD value at the time of transfer) were taken from Notional-controlled address: osmo1083svrca4t350mphfv9x45wq9asrs60cq5yv9n (**osmo1083s**) and transferred to **osmo1r0ct** via transaction hash:

E2254CC0F397E5072955D16C9D96DBA31DF8AE50DB472DECC029ACE94DD9C126

Following the transfer and theft of the OSMO tokens, on January 31, 2024, 20 OSMO tokens were swapped for 11.248193 AKT tokens on the Akash blockchain.

Table 9:

Transaction Hash	Date	Token In	Token Out
16E63347D680D9BEC6AE9E1D8EB5818911FEFD6251187DF763C479CFFFC5BB7E	2024-01-31 8:38 PM UTC	20 OSMO	11.248193 AKT

The threat actor then sent these 11.248193 AKT tokens to Akash address akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3 (**akash1y9ywn**) on the same date.

Table 10:

Transaction Hash (Osmosis)	Date	Token Transferred / Received	Receiving Transaction Hash (Akash)	Receiving Address
C4A70C2A091D34032A91EE EA3CCB6CD3A5619E0FD0A 15467FC3E4B619B1607DB	2024-01-31 8:44 PM UTC	11.248193 AKT	F7758EC70E7F810DE67135 517DC79FF363DD02F6A25 259960097289665DA45BF	akash1y9ywn8mlsmn6jx ujwh08xsevfe60t30grf7u p3

Then, still on January 31 2024, in two separate transactions, the threat actor sent 6 AKT tokens to Notional-controlled address:

akash1083svrca4t350mphfv9x45wq9asrs60c956m2m (**akash1083s**).

Table 11:

Transaction Hash	Date	Token In	Receiving Address	Blockchain
ACE2D781FCA0B47E07418202A9B04A 30564F81A7616ABDBCE45D810E49B 2AB1	2024-02-01 10:54 PM UTC	1 AKT	akash1083svrca4t350mph fv9x45wq9asrs60c956m2 m	Akash
B59A8A1EB44C09D0C068EFF9390628F C6F1FE907DEAEF8EBCA4E5B0DE9F42 826	2024-02-01 10:54 PM UTC	5 AKT	akash1083svrca4t350mph fv9x45wq9asrs60c956m2 m	Akash

4.248193 AKT remain unspent at **akash1y9ywn**.

As reflected in the above tables, the threat actor continued to transfer the stolen funds from the Celestia and Cosmos blockchains to its **osmo1r0ct** address on the Osmosis blockchain.

On February 1, 2024, at 6:23 AM UTC, 10 OSMO tokens were transferred from **osmo1r0ct** to osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxfqtwe (**osmo1y9y**) via transaction hash:
967A34A31A62D7BA7CC96EEADFDEBFCA14A65A7ED55AB805608C27C6ACD3CF24

osmo1y9y transferred ~5.01 OSMO tokens back to **osmo1r0ct** in the form of 9 transactions. **osmo1y9y** has a balance of 4 OSMO tokens. Below is a table, **Table 12**, showing the transfer of funds from **osmo1y9y** to **osmo1r0ct**

Table 12:

Transaction Hash	Date	Token In	Receiving Address	Blockchain
A66BCC0F928C80D718F37664F97CEA C1A283C9EA04255A3E12256E66F0653 B9F	2024-02-01 10:07 AM UTC	0.566789 OSMO	osmo1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxf8jm48d	Osmosis
CC41C54F39CF45888D3B2D1DF723C8 19C5D90AD7A8080DA15F96B215294B	2024-02-01 10:08 AM UTC	0.566789 OSMO	osmo1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxf8jm48d	Osmosis

BA05				
0B94C44027C5D81E10D1CD9F2176C4A6AC72D160188787F825DE6FE0DBABF280	2024-02-01 10:09 AM UTC	0.566789 OSMO	osmo1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxf8jm48d	Osmosis
3B70CDFCF3411A080FE9E0F49A36DE417EC7FD8F8D41234784B6DB1B86689BAF	2024-02-01 10:09 AM UTC	0.566789 OSMO	osmo1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxf8jm48d	Osmosis
C84DC9CB01C7092DE6330789D9609C15C0D24DF3DFAE87C5D0BB63C88925F1C1	2024-02-01 10:09 AM UTC	0.566789 OSMO	osmo1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxf8jm48d	Osmosis
8440BBD7909A76810B4AF261DEC69EAB91CF176CFCD512E26823682923346B72	2024-02-01 10:09 AM UTC	0.566789 OSMO	osmo1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxf8jm48d	Osmosis
D475DA1D8A9D8F6E2A1296950DA0B5FD0B37D3A132532980C8DFF1C9ABE75530	2024-02-01 10:09 AM UTC	0.566789 OSMO	osmo1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxf8jm48d	Osmosis
F34FCA7757D55B023ECB181F472C119263E862D81F06027335D08B024FACBF13	2024-02-03 9:45 AM UTC	0.566789 OSMO	osmo1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxf8jm48d	Osmosis
81608B9A2C0C0F7293F073CA30D8C895E8324852BC64F039B710392A79A3C334	2024-02-03 9:45 AM UTC	0.566789 OSMO	osmo1r0ctpgx6pe5s9jsem esm3vs9jvm3jgxf8jm48d	Osmosis

On February 3, 2024, in two separate transactions, the threat actor sent 30 OSMO tokens from **osmo1r0ct** to osmo1q0w3uu5lawc343azvsls9zlr4r4zectvr85u2v (**osmo1q0w**).

Table 13:

Transaction Hash	Date	Token In	Receiving Address	Blockchain
274767512B9277D60934B415C7C6581ABD25BA569C17FF02C1DD76D299EF953B	2024-02-03 8:22 AM UTC	10 OSMO	osmo1q0w3uu5lawc343az vsls9zlr4r4zectvr85u2v	Osmosis
15F47429879B58D98CD2F367215D11D55CF43BA7CCE0EE875FB7C4FDC6876D14	2024-02-03 9:45 AM UTC	20 OSMO	osmo1q0w3uu5lawc343az vsls9zlr4r4zectvr85u2v	Osmosis

Between February 3, 2024 and February 6, 2024, 16.45 OSMO tokens were transferred from **osmo1q0w** to osmo1083svrca4t350mphfv9x45wq9asrs60cq5yv9n (**osmo1083s**), a compromised Notional address.

Table 14:

Transaction Hash	Date	Token In	Receiving Address	Blockchain
DDF62B5C716A906AE9A9A7266AE873699A79B907FE52CE9F196F51810986ECA8	2024-02-03 8:49 AM UTC	0.5 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
97E5CFA67C7959A5BBC2620970AA99B2A908749D78EAA91C17A72B09CD96	2024-02-03 8:50 AM UTC	0.5 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis

8E09				
B04CEE8CBA6D466263C5A0F60F6ECF 80030F3088092E77FA0128CCF6EB977 DE3	2024-02-03 8:51 AM UTC	0.5 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
1E292B63D46FD6048132FB96808D290 F6CBAFEA624B62BAE0EAA1E4748F13 F09	2024-02-03 8:51 AM UTC	0.5 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
85D5170674B763D7EA8AF119185EB0 B9CB2B26D111065A827C31DFE43D7E D45	2024-02-03 9:06 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
C9CD58F502B22797145AE99F8E10AA C190952B9C19F69514D3754175125CC 775	2024-02-03 9:06 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
54B183E3C44F508EAA57B8D3F39DD9 9D1A7E9216E060C134445B8AE434181 A64	2024-02-03 9:06 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
8023F1BFB12653D849F7089D4A910EA 11B3880B5BAC22EC3C1B17DF9F6D57 0A7	2024-02-03 9:06 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
0757BFFF08D511651A36EB5C8B3B0 CA80FFE7CC66160E5FD2A71311B634 D859	2024-02-03 9:07 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
C71CA270C0A5F5A0CCE62A0E77149D 6ABF411E234BE64763C8F1DD88854B D884	2024-02-03 9:07 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
FB670107E485DC43390EEE74014577F 8312D60A8995BCD828B447310F228B B36	2024-02-03 9:07 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
5378AA63DB63EB4FB0A527BFA499EF 685F794C65E31435C6FFFE0E17DD4C 857	2024-02-03 9:22 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
250EAFFA00315F46BD8137776D78CE DD92B2AF9EA98ACE80F2BE3BEC1A24 2C9C	2024-02-03 9:22 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
F66ABC931F322FA816379731E50BD99 4B93F18D11F29E8F9A4A879968D2409 58	2024-02-03 9:22 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
2428DA8AAA8148C6A73F38655BC20B 116224AC516F8B3520E7A2797E575A5 E13	2024-02-03 9:22 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
53232C1CF2D33475799DA9AF3145A5 AB25E60EBFCF4AA2DFC98447AC99F7 F8D0	2024-02-03 9:23 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
EBCEACBB4D605168EC55DF2F72F518 76F19D1BBF2BE040EA5232ECB49736F 7B2	2024-02-03 9:23 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
739B044D019240C859636420A4C4D1 A9202C88435F2CE85A5882C47F109CB D04	2024-02-03 9:23 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
25B6E9EDFA829F3332D2FF2CC1AE472 5ACF8FE7E8F0AE9CEE946ED8EF2ED4 0C	2024-02-03 9:23 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis

5B0DFECE0950D162B8FA06785E8C1EE E0B836906CCDB9A1ABE959A6FAB1BE 823	2024-02-03 9:26 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
F51C8BC55577DF048F87E4D5B9ADB2 C416EB7173145F0B9016CAFF5CB0DF9 F10	2024-02-03 9:26 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
AE42FB3FB391D2B675331CF8BF1A33 CF28EEEC748D64813D88A4CC742454 89F0	2024-02-03 9:26 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
FF58B56A19FF8AC59446D3D7CD51D3 C4B415469AC12559BA901C49716488 CDAF	2024-02-03 9:27 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
369084FF12BEE1B47E6372F8FAE22A7 157646748158D4BB121AE8532F8AA0 E2C	2024-02-03 9:27 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
78F7FAFF8F110AA3C962AF09E05DDB B7AA4AF2C2186CC3CAD70E3A6484E7 97C8	2024-02-03 9:27 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
425BC41671D0F7D485B18220E7C4612 6EF3105F10A0F8CCE7EB115745308FD 11	2024-02-03 9:27 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
3A63F2E97F5A7B63165FA22F05336BB 15AD2BFF6FFAF6CE9000FFDE733580A 95	2024-02-03 9:27 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
5663E411BA9C8509A0DB74EE2B96E8 FCC8E03EF05FEF494C8BC6FA3D462CD CE3	2024-02-03 9:27 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
6615DA220FB11C0D61CB5B84B41B23 287D46709C766CC778266DAE1FA3A3 43FE	2024-02-03 9:28 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
095BC07BACFEE2FA20CD3B3E8CCD1D 13689E13F3248ABBC5E293D9DE74306 491	2024-02-03 9:28 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
3869B857FC6FF83105BD6C174866C2F 58FA6697A0BA805F91B90798C929223 24	2024-02-03 9:28 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
34A4A66C4AEF8A672B35030C457B48 F13735F4D4F9E4D4F9190274CBC1496 FAB	2024-02-03 9:28 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
AD5A28F3CD3A718DEC4A7255DBF49 0C870DE6BCFD6841C23008211A0DA9 117A6	2024-02-03 9:28 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
8CABAF403D960C626CFD6908AAD58E 1ACE4C2761127479837B262F40259E7 D50	2024-02-03 9:28 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
A4AE0C20C7A5EDDB9B2A7CC08908C 5E88F0748B418BB7AED60DCE14FF5B 1F2E6	2024-02-03 9:29 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
44B9172FEE7AB981F314D18119D1DB 2974D669256C9AB85DA0F1C4231F7C 9D25	2024-02-03 9:29 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis

540A418293AC125221247969B0E0DE D9F5F13BFBD C4FAE290BD5F2B1F8D9 A03F	2024-02-03 9:29 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
0729111FBB248A137FA2F083CBEFA81 3E5F955131268B11DE1E87AD779EA7F 36	2024-02-03 9:29 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
ACB8E782309140030F970D11C1643A3 A87DC79CBAAB3B6EFD8356C73E541FE 984	2024-02-03 9:29 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
9B7FBA9BF4941F361071A741A823E82 1762FAFA7DDB07AD07E4A01A2342F8 272	2024-02-03 9:29 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
5D8399CD523968FAB08A2D8897B5D2 7FD191A037341D4524E6C6F243C5F18 C12	2024-02-03 9:30 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
4D9C0CA2F740963ECF7634AA21D9B6 24E2D1F0BEA7FBEB3865C93A5DF604 B4F1	2024-02-03 9:30 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
B7D525944CCA19B66A194F45A6E9A1 1CAF568BCF484CCC14E51FA236EDC9 DD49	2024-02-03 9:30 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
6863E150A7486EC57D0CE20BA0950F2 4DC2BBEF874A94762B21E30BFB4E84 1C0	2024-02-03 9:30 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
093DBA38075CB83EC8A607140C22B1 5EED21869A316F8793F067901AEA076 061	2024-02-03 9:30 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
859B427E83DA4434FA03F18930351D6 C38BF482EC1C2FA108DDF8F80C92598 C2	2024-02-03 9:30 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
80FCFB E9F3477FC8EBC48FF59F6952D FB7AF6CD1E246FEA7D9FAE4D4C7A96 D67	2024-02-03 9:30 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
5BA832CA6CFB1DCE80AF455D9C3CB 51E99C34203293E98A98047CD0195D8 5134	2024-02-03 9:31 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
1E5A1C6F42FB6D4DF6D97DFA506CC4 A9A4BB8AB0509423EF79216A965B7F BCB0	2024-02-03 9:31 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
E892A74A162F807928E13E4A71B942A 8FF185D0ED12444E1E7E08A8A238263 FB	2024-02-03 9:31 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
8E236660CB12B34DC6410AD79DA452 E142CD8E326191443092DCF96E257B8 E77	2024-02-03 9:31 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
789DFAE32ED9D2F7EA0AFE068602E35 681CA6BB605862C11FEDC49F168163 ACD	2024-02-03 9:31 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
6CECC14E70DE43CCFA890118824A01 9CA388D5B395AC9885AC84ADF27AB 96356	2024-02-03 9:45 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis

DF450A59A8CA94B35E0E95B1BD6A95 5E75D93FFF96686C4F2DF5A032130E4 4E0	2024-02-03 9:45 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
C9D7EB0DC6F3D7F98C4DA3ACBB88E 16A13E1BE6D96162802E86EEA12A37E 62EE	2024-02-03 9:46 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
2F0A8F5F1B6D1D855346D4C52371145 F2EC0673F94CCB549E7EFEB1D609358 FC	2024-02-03 9:46 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
1A7F958EB515E3E6B52D9665C02B478 5EEFB03348B45127BA023FD2EBB6561 22	2024-02-03 9:48 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
3ECC602137F0E3473D0DF09415BF26D 977FA609ACEA6B96F248B523E32D3C BD1	2024-02-03 9:48 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
57374D2789D8AD121B70139F663D05 3058144A0B2928EB14E3933D7B75DA E87F	2024-02-03 9:49 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
A9739CDD80C061B615B4330A433C22 A2CC6DD81BC26C678E2C69B0FE3B12 86DF	2024-02-03 9:49 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
F155747612368A69B962060DD268EC0 7B251216E0FB1ED89304165C5E6DFE5 6F	2024-02-03 9:49 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
5EC3048040CDA9B6832EC25D6EB94A C1F6B4C8713DF14C1884DBD5C0569D 5563	2024-02-03 9:49 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
A8C9E5BF209FC9430726993A395BE49 0BE921791DE10AAF03FB6DDFB8898 A24	2024-02-03 9:50 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
E11780968C7166475082E5EA02A1AD4 230DD7DE9DB5251F4636E3459C1A68 DOC	2024-02-03 9:50 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
B28297B2D9CA1505AF80558E353EE57 C8F0371FD786417D040EA4CA5BE39D 316	2024-02-03 9:53 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
55308913945C7F80E91670E7A73CB5F 0EB359740653D166AA63A03CEE5AC7 5B8	2024-02-03 9:53 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
CF87B71A47472087B544B02131CC407 742B8A9FEB236CC6166F6FBC9959F13 D2	2024-02-03 9:53 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
D14867687B57C4CAC1C2A784990AD6 E6AF23D1B5185F9EEA58F1610CF6F70 9D7	2024-02-03 9:53 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
CA79E040ED3373A5B81A6653B5D11D A69F16D10CCBA68DE8547788200384 18A5	2024-02-03 9:53 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
2AA891C11AA0B6FF72B236FF7C41FE 36ACD397C2E84B9F5330B69F03042F1 F3A	2024-02-03 9:53 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis

2AFC3AD84B3081FC26C79EF6CE40F30 56DD0249274C54CD3AE01B03D832B8 2F4	2024-02-03 9:53 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
DC851BAE0F40A06FBF43B701F496540 3BD42F6DE3440A29D416FE8D8A0EFB 423	2024-02-03 9:54 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
8AD8D0B8215CF61BB32AA6779EDE72 DC5928849ECAB3C4FDB7A0FC42E1B3 839E	2024-02-03 9:54 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
E5F99DA466014BB0149EF16B40A2B7F F0A0EDDAD0505DCE313E992BE3F508 EA9	2024-02-03 9:54 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
4E1B9EFCD7ACD35CC72C02E708DEE5 A50BE16DC8689A2252B00128D59017 FBA1	2024-02-03 9:58 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
5779C9CD2E1961D01767D1D91B2D0C DEA03161B7E78E83A0AA5A4969A88B 8557	2024-02-03 9:58 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
FC8A7828465C7CA709DAD668E74E69 A7BB7BAF41B295ADADB0DAF84367A C0715	2024-02-03 9:59 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
4E20424A70B25EC6A4DF9607784E68B 55F80DEAC5B0D207E57185ECD2ECA6 168	2024-02-03 9:59 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
5DAFCD6E74A220B05CF5BFE82DD59D D0707BCEC43DE0D57BD328416A7BF7 572E	2024-02-03 9:59 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
267312AB33A1E81097B2D6B7BAC02C F489F3534BBB5FC33F0F65E03CC7026 CB1	2024-02-03 9:59 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
841C374ABE6C330715DAB5B33E8541 C377106C199B064C66A1A0933D1E28 5DC6	2024-02-03 9:59 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
9A9136DDAF730288B2567F259E5BF65 1ECCB92CCDE1BFDEABB488DDFCA8F 1B91	2024-02-03 9:59 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
6459D058B1CCDCF4D60C6449A7A4C0 D9F5BCA3978Dfea5DDEA7717C3BE67 409B	2024-02-03 10:00 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
5F8D23D1405137E9DCADEB04D30102 DF9F28BCB5506D7B2347A95D492358 2162	2024-02-03 10:18 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
AAC981B9CF3FB65741C41877F774490 E681465B230DFEB45C193C71152E9A6 D2	2024-02-03 10:18 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
1C3BF305A9C6CB3987F3BF8C06FAA8 BE3D1AE330647B84A763767411AE72 8255	2024-02-03 10:19 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
E6439A207C1786EEAEFB67D55F61BD EA411E0C28B83CA093BA6C18423470 BFED	2024-02-03 10:19 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis

D2AEAE50EF758954658FFA3C42A111E8367306D1611366CCC506AD439E617979	2024-02-03 10:19 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
E2F79F3030DBA21132CF05F9B0439682D82D425B8FA2D0D1EE839C642399D226	2024-02-03 10:20 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
71A6C38DD0F00342A8664E00484A4AEEBFDD11533997A580D7E1628E725E1470	2024-02-03 10:20 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
0DD80B22F691AE80122B86DE0957A6E72BB3540E05AC65777D0DA6B7BF68FB62	2024-02-03 10:20 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
A67E8A5CA94B2FABE2FC819709F7597760CBDC339E80A080EDB0B12FF800C65F	2024-02-03 10:20 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
9C081087C9AD11816C008103A50201A4953C78A8996AFD64A0A84069F02D759B	2024-02-03 10:20 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
88BB10349A42963371A664E87EB6E511D3FBD44889FBB11FE7B1C048CAC89CA	2024-02-03 10:20 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
67A7541B0FD6B2EF8958F6F646AF7F0628C87150FA8FF8897FC1863A10A98677	2024-02-03 10:21 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
199842CE33E3C6240AAC6307E678D4B03BF8744DD9DCF9DFD6BA7C38EE2F9ABC	2024-02-03 10:21 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
5B23BF14893043B2A54CB669C5D02C0129F56BC83BECC5BCE654BCFA3A98F96F	2024-02-03 10:21 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
B48F2B008A125A6ABA1069D9FF2A7812236C93A4EF686A88570E4B93A44D396A	2024-02-03 10:21 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
E4164382C5D50FC06DB19067755D48413CFC30211FFABA42B12F573932C7366C	2024-02-03 10:21 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
6650DA2486723424F2AF8614D43B74603D79F7CF4A164D9496535A120C4DFC65	2024-02-03 10:21 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
F5FADF78901C5FDF9D71CBE1D2E3D0579A12110CF1E59649D9A06B933A711018	2024-02-03 10:22 AM UTC	0.1 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
313632F893CFD5239577E447ED5872F6CCB7851A3996EB310C8B252D099CC6BD	2024-02-06 8:08 PM UTC	0.95 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
E42E2412D3863B91DC19468542ABAF78F431BE9E4586E9CF9DCCB3942B12D6D1	2024-02-06 8:14 PM UTC	0.95 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
F9B88D0BDB27B13FFC2F89EC9FB2EB77D9EA1DFEDA74C628D2EF43BC2C8553A2	2024-02-06 8:16 PM UTC	0.95 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis

E5926E2F6C3549238D0F0ADDAAF3EB A20415A039B92DF4D88219E82C1799 92B1	2024-02-06 8:20 PM UTC	0.95 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis
074FDFD07FD4FD799EDD311E53F1A1 160247D9B26C19B3FCB4E9A23ADE16 C176	2024-02-06 8:40 PM UTC	0.95 OSMO	osmo1083svrca4t350mphf v9x45wq9asrs60cq5yv9n	Osmosis

A portion of the remaining 13.55 OSMO tokens was spent on fees associated with the various transfers and swaps. As of March 4, 2024, 2.317886 OSMO tokens and 7.772664 USDC tokens remain in **osmo1q0w**. It is unknown why the threat actor sent funds back to the compromised Notional address.

Table 15:

Transaction Hash	Date	Token In	Token Out
7B2927E41DA58B095E469FAAFE33287AB71E6 BADE7CDF57565D2CEA257349A46	2024-02-06 3:38 PM UTC	5 OSMO	7.772664 USDC

On February 8, 2024, the 14,940.951772 OSMO tokens were swapped for 10.161731879486778000 axIWETH tokens.

Table 16:

Transaction Hash	Date	Token In	Token Out
7AD6159DF81D33F40F940144B3CBDA7001E68 8BF61BF13E016EE023FF624C117	2024-02-08 12:37 PM UTC	14,940.951772 OSMO	10.161731879486778000 axIWETH

As of the date of this report, 9.834 OSMO tokens and 4,000 TIA tokens remain at **osmo1r0ct**.

In addition, on February 6, 2024, at approximately 2:27 AM UTC, 18,999 OSMO tokens were stolen (~\$29,658 USD value at the time of transfer) from the compromised Notional wallet address **osmo1083s** and transferred to **osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes** (**osmo1zhm**) via transaction hash: 6070FBDC2E701DB02F004DB81DA12CA326D51B36285FE465923959A01429A5C0

On February 8, 2024, the 18,999 OSMO tokens were swapped for 12.745 axIWETH tokens and then bridged to Ethereum address:

0xdEFC7872051Ea8CB160157C23af51E18c013b1Fb (0xdEF7). The following table, **Table 17**, references the OSMO token swap conducted by the threat actor to address **osmo1zhm** in which OSMO tokens were swapped for axIWETH tokens directly.

Table 17:

Transaction Hash	Date	Token In	Token Out
0C2C42268808FC18CF81732EFC3F3C35F73DA 8846731DD15691E524864246345	2024-02-08 1:05 PM UTC	18,999.743125 OSMO	12.745591088895312000 axIWETH

Figure 11 shows the initial movements of the stolen funds on the Osmosis blockchain.

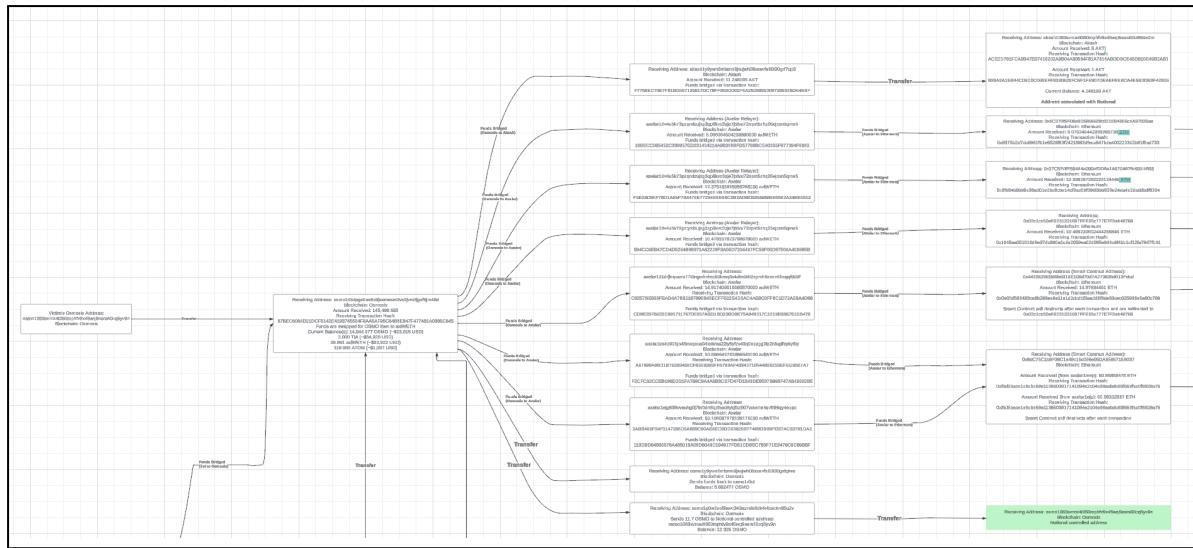


Figure 11: An illustration of the initial movements of the stolen funds from **osmo1083s**

V. Post-Osmosis Movements

osmo1r0ct and **osmo1zham** were the addresses utilized to swap and bridge the stolen funds from Osmosis to the Ethereum blockchain¹⁰ utilizing the Axelar.Network.¹¹ The following table references the conversion and transfer of the axIWETH tokens to Ethereum tokens.

Figure 11 illustrates the flow of funds from **osmo1r0ct** and **osmo1zham** to the Ethereum blockchain via the Axelar.Network.

Table 18:

Transaction Hash (Osmosis)	Date	Transaction Hash (Axelar)	Token Transferred	Receiving Transaction Hash (Ethereum)	Date	Token Received (WETH)	Receiving Address
895F85861C3764E0D 017CD9D4D5832B2A 869E1EFC6102EE2D6 3B0532E9D62527	2024-01-12 7:06 PM UTC	18BECC0854 52C339957E D231454214 A98366BFD5 7788BCE403 55F977394F 9862	5.0960645 04233690 000 axIWETH	0x9375b2d7dc696 1fb1e6526f83f242 1f983dfec847bda 4002233d2b91f5a d733	2024-01-12 7:19 PM UTC	5.0703464423 6998 WETH	0x6C270f5F08e9 D5B9665fc8218 B4865cdA97826 ae
B07BEE75299DE4DA 5ABBFD02EB42891E	2024-01-19 7:06 PM UTC	F8E28D96F7 8D1A55F7B4	12.375183 66505526	0x9f68459569e38 ad01ed5c8c5e14cf	2024-01-19 7:19 PM UTC	12.339297282 2281 WETH	0x37C5EdfE594d 4a090efDD6a1A

¹⁰ In some instances, when funds were bridged from the Axelar.Network to the Ethereum blockchain, some funds were sent to “self destruct” smart contract wallet addresses. The function of the “self-destruct” in the smart contract code would allow for the smart contract to send any contract funds received to a designated wallet address. The designated wallet address contains all of the funds initially received by the smart contract address, leaving the smart contract balance as zero.

¹¹ The Axelar.Network acts as a bridge allowing tokens to be transferred from one blockchain to another via their network. In this case, funds were converted to “axIWETH” tokens, which allows for tokens to be used on the Axelar.Network which were bridged from a non-Ethereum blockchain to the Ethereum blockchain.

BF5CBA230585343A 99855B7A5F642706		476E77294E 3E6BC0B3A DBD3855858 8E6552A34E E6512	8000 axlWETH	9ac06f096f365829 e24ea4e2dadd5df 8304			5704676c931bB 58
94D8E6DFC922687A ACB068E4F6BB3510 CFA363B7855126C24 70516D9CC2A4D7A	2024-01-12 7:06 PM UTC	C8257BE509 FEAD4A7B82 167690B43E CFF022E4D0 AC4AE8C0FF 6C1D72A0B A4D66	14.917406 51558557 0000 axlWETH	0xac89a17f9357a 30c93e5c7f02051 07fb579c11e45f36 6e0cd7c4ae4e3ef4 56bd	2024-01-22 7:18 PM UTC	14.879344515 5855 WETH	0x4480629EB69 b6316E106d70d 7A273635d013F dcd
594CC6EB47CD4D52 84B89371A62229F3 A05D7204467FC58F0 0D87566A406885B	2024-01-23 7:08 AM UTC	890703934C 6F0E12CBF3 DE09001E6B 67B5EDBB1B E46283ED95 A11ECC460A 469A	10.478157 82379867 9000 axlWETH	0x1645aa051016d 9e374c860a6cde2 059ea02d095e946 c6f4bb1cf12fa794 7f141	2024-01-23 7:24 AM UTC	10.469230602 4442 WETH	0x02c1cc50aF82 31321697FFE65 c777E7F3ab487 68
A67899A98D1B7628 3458CF8668392FF57 99AF4394371064483 5216EFEEB507A7	2024-01-24 8:14 AM UTC	710427128D 2AD28D71D 52809335BD 057CE44F35 6849E90CCA F14790E6E0 7629F	50.896646 78196654 0000 axlWETH	0x98ba8e4f34007 99d6383ce722529 d471596a3cf8ae1f c182eb624492f7b dc61c	2024-01-24 9:18 AM UTC	50.858584781 9665 WETH	0x6dC75C1b9F3 6C1e49c15c098e 05DA6585715B0 37
553D2895275A3B31 AD8BEE2767E79E24 49C74F7B70F3602DE A71C8FE65E3DFBC	2024-01-27 7:42 AM UTC	3ABB466F34 F1147285D5 A889C90AE8 EC9DD63829 B7F489DBB9 FD37AC3378 1DA2	50.106087 67813917 6000 axlWETH	0x11e4c40791128 1df87f684018b90 1a5578083eae54b b855dd15fe47c4e 14d7b6	2024-01-27 5:58 AM UTC	50.081025678 1391 WETH	0x6dC75C1b9F3 6C1e49c15c098e 05DA6585715B0 37
4EBD4AE0634E90CC 997C4A0E7B22FB80 B0265A75885550E04 F635BE9495EE2BC	2024-02-08 1:03 PM UTC	FB3B0CB34F EA1CDD55F D9ACCF7CE6 EFED83C039 CC17B73A68 2EC561BFB2 289AB	150.00974 32036734 20000 axlWETH	0x31adbbdefc26b e404f760dda9bc6 dc15aea6d268439 baa4e9efcf89746b 0659f	2024-02-08 1:18 PM UTC	149.98468120 3673 WETH	0xdEFC7872051 Ea8CB160157C2 3af51E18c013b1 Fb
64B1232F6B95C71B5 68730163BB5458BF7 E1EEF64B9131A731D 390ECD29AB162	2024-02-08 8:19 PM UTC	79BC8F12D4 E25F0B9ADB 1ABC336990 0254B62DC1 20BC4EAC46 B234CC7BB9 5765	49.488131 89436571 5000 axlWETH	0xa6e1303e7acdb 4a62e902cbf91db 3c2273f42a85e24 c1d3de49b422831 0eb9d7	2024-02-08 8:38 PM UTC	49.463069894 3657 WETH	0x6dC75C1b9F3 6C1e49c15c098e 05DA6585715B0 37
1AC3CFD2509B3F11 C48516DD70089DA6 16795DD76AA13785 A586E3668D55702F	2024-02-08 1:06 PM UTC	0893BDA1A 9B3809B527 07A64063F8 BA1EBD49C BD41B262FB 493E019298 371207	12.745591 08889531 2000 axlWETH	0x31adbbdefc26b e404f760dda9bc6 dc15aea6d268439 baa4e9efcf89746b 0659f	2024-02-08 1:18 PM UTC	12.720529088 8953 WETH	0xdEFC7872051 Ea8CB160157C2 3af51E18c013b1 Fb

Figure 12 shows the movement of stolen funds from the Axelar.Network to the Ethereum blockchain.

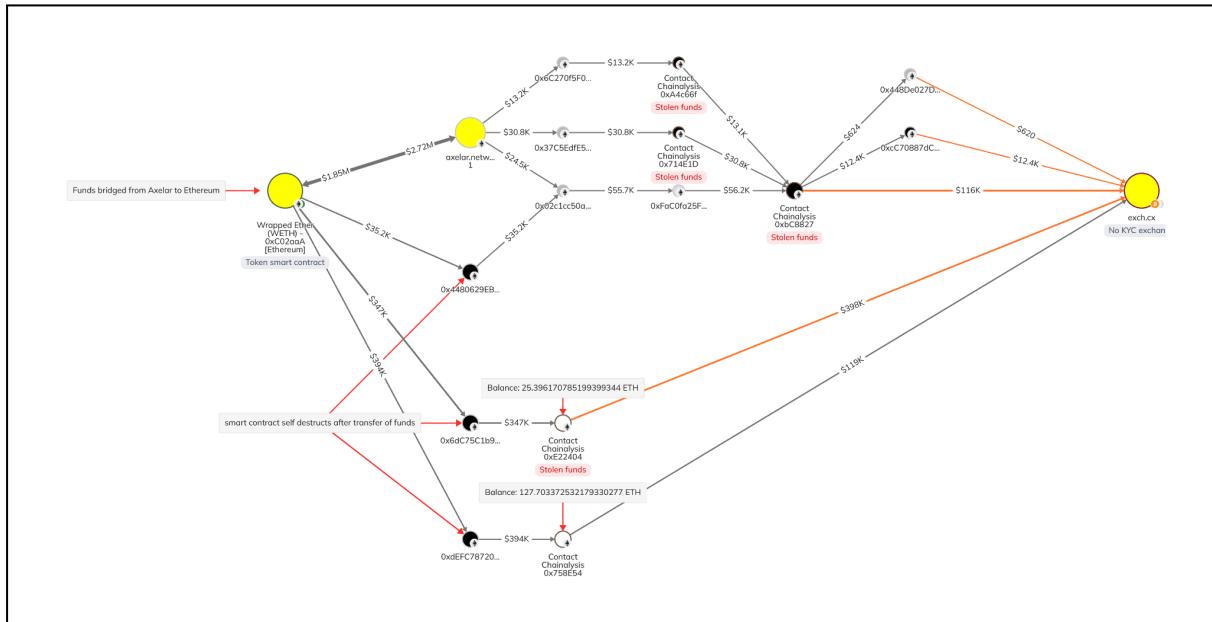


Figure 12: An illustration of fund movements from the Axelar.Network to the Ethereum blockchain.

VI. eXch.cX Deposits

The threat actor was able to transfer ~356 ETH to five Ethereum addresses. Of these five addresses, funds consolidated at three primary addresses:

- 0xbC882735bedd79F247D407260C3db8E6f2184159 (**0xbC882**)
- 0xE2240450744f67DD61289A6071c9E72411F20105 (**0xE2240**)
- 0x758E54d88BDAb00bE93e89800D894ffdfF0c63C5 (**0x758E5**)

0xbC882 also utilized the following two addresses:

- 0x448De027D77EB8c5D7fff3eE1DD2f33C79Dc5877 (**0x448De**)
- 0xcC70887dCd2715051866532931c5d50228DF3cd7 (**0xcC708**)

Via **0xbC882**, **0x448De**, and **0xcC708** the threat actor managed to deposit approximately 54.77 ETH into **eXch.cX**. **0xE2240** and **0x758E5** deposited 160 ETH into **eXch.cX**.

The threat actor sent 214.771148 ETH¹² (approximate ~\$649,525 USD value) to deposit addresses at swapping service **eXch.cX**. This service is notorious for allowing threat actors to swap illicit funds for Monero (XMR) tokens. As the service is an instant swapping service and does not allow for direct off-ramping (crypto to fiat conversion), it

¹² Of the 214.771148 ETH sent by the threat actor to **eXch.cX**, only 202.7490618 ETH corresponds to Notional's theft. ~12.022 ETH does not correspond to Notional's exploit and the source of these funds derives from **eXch.cX**.

does not collect any Know-Your-Customer (KYC) information. As **eXch.cx** stated directly to Chainalysis, in Figure 13, “Please note that due to a privacy-oriented nature of our service we do not log or store any user metadata records such as IP addresses, browser information and other.”

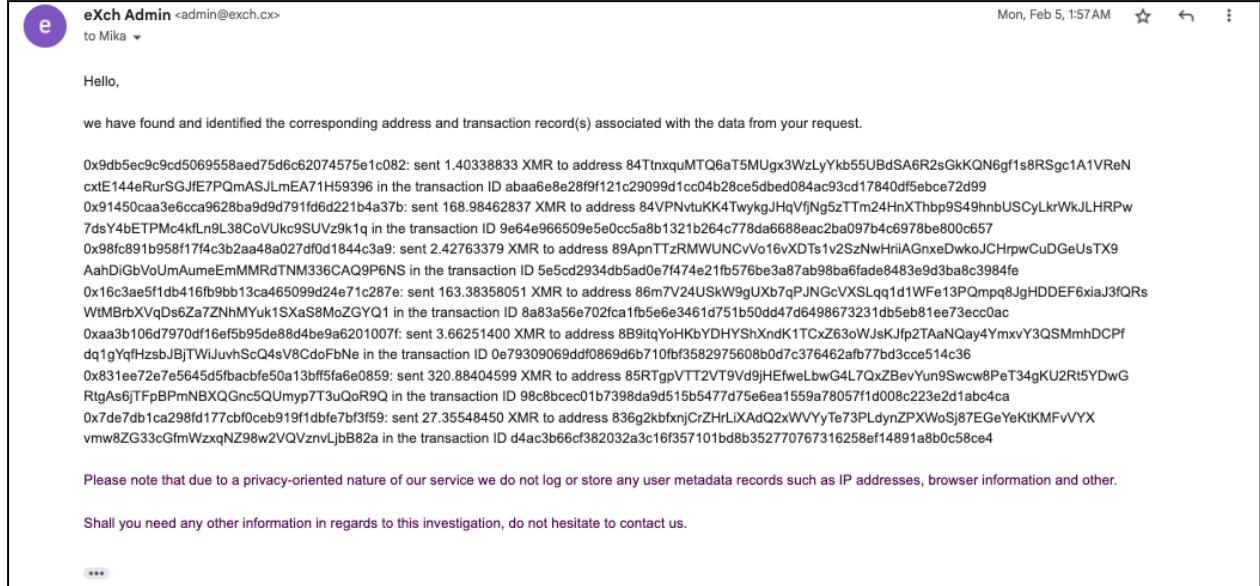


Figure 13: An illustration of email communication between **eXch.cx** and Chainalysis regarding their privacy-oriented nature.

The following table, **Table 19**, shows the 14 deposits into **eXch.cx** (in relation to Notional’s stolen funds),

Table 19:

Service	Transaction Hash	Date	Receiving Address	Amount
eXch.cx	0x071fb05438bfbe9e3c4e5cf6b077cc506242ed0b16b2939f0659d8928904867e	2024-01-12 10:43 PM UTC	0x9db5Ec9C9cd5069558AE d75d6c62074575E1c082	0.101 ETH
eXch.cx	0x256f060eceae5d47359be091d404aac50a0420dd8fe8dbf3828d99203a0631e2	2024-01-12 11:11 PM UTC	0xdad2c16DD347baaA32C 8f8cb8bfCA091f3DAe254	4.96624632343 6444738 ETH
eXch.cx	0x02c278ba91886a8acc76cd7e14621f158ae905db71a767d3292d0b82e94b7d5a	2024-01-19 7:43 PM UTC	0x91450CAa3e6CcA9628Ba9D9D791FD6D221B4A37 B	12.1616 ETH
eXch.cx	0xd081b8debfb95ce928e1060d56172e1dbff3d8ed2e912117b2e94fa6dd411309	2024-01-19 7:46 PM UTC	0x98fc891b958F17f4c3b2a A48A027dF0D1844C3a9	0.17471359040 7098446 ETH
eXch.cx	0x0e7d3aa5aa5becf1f7fdf476a4fa3c4671a57d4cb33820767792bdda3a13931e	2024-01-23 4:21 PM UTC	0x831EE72E7E5645d5FBaC BFE50a13Bff5Fa6e0859	23.0936 ETH
eXch.cx	0x2eca94757544238bc30c409d3903b6357ab3ae911228f35d99bbe74bc53763ee	2024-01-23 4:26 PM UTC	0x7DE7DB1CA298FD177CBF0Ceb919f1DBfE7bf3F59	1.971 ETH
eXch.cx	0x89aa41e23d65e44f893102e79fc	2024-01-23	0x9f16B1904B2E1fB54528	0.28090184983

	ac03ffd9b3f37a61f6cf5915021047913de72	6:39 PM UTC	1d10c2c294a5d98fd7a5	8917798 ETH
eXch.cx	0x0ad04e56fcf9c671e7259277d1e70204794dbd7ca2681e939dea9b8968269a1d	2024-02-08 12:05 PM UTC	0xA41a2F04622D41BC8E3dF3ac636774eC4753074D	5 ETH
eXch.cx	0x8efc741f0bcc2126250326938ca8854b22cab64a7401532aaef288fdef47d13b	2024-02-15 6:35 PM UTC	0xa6f5CaB11E752F8995D1f8D008b4D259BF6D6F63	40 ETH
eXch.cx	0x4561afbef09df716967277b8dac4cabbbe33ba9adfb11629d03f1efb638db93b	2024-02-25 9:22 AM UTC	0xf047075aC138A3146a462Ebb6253ddB25b803b96	5 ETH
eXch.cx	0x9403e360d95c1b6ba6863a4c1d60ab29141304aa249891cae8ce6e724e96f6b4	2024-02-27 1:49 PM UTC	0xAFC8584eC01eb359b360A808B02AB40836f25D3b	20 ETH
eXch.cx	0x5820bdb4a46eaf3a73aad765539e27398a00eb8a3e0cd6990ac574b675701029	2024-03-03 8:04 PM UTC	0xd13AB53fc338B5E7741977d2812ecC3ba4C48311	30 ETH
eXch.cx	0x288fb36164696119dc89fbf491b682d1e6c38c82ce6841ac7e613372f6795b27	2024-03-03 8:18 PM UTC	0x13748eEE5a0b912d197E5eac9CC09CD971D62b3F	30 ETH
eXch.cx	0x6240c06930502a74069091f3f505ead1ac423575cc0e51cd7bd0e9d130e9698b	2024-03-03 8:18 PM UTC	0x02551F6C344176911216a875d97f48BE7D7432d1	30 ETH
Total ETH Deposited into eXch.cx				202.7490618 ETH

Monero (XMR) swap data was requested by the Chainalysis CIR team and **eXch.cx** has confirmed that the funds were swapped to Monero (XMR). Initial Monero (XMR) swap data provided by **eXch.cx** can be found in the attached Excel spreadsheet titled, “eXch.cx XMR Returns - Notional”.

As of February 8, 2024, Chainalysis CIR requested **eXch.cx** blocklist¹³ the following two Ethereum addresses:

- 0xE2240450744f67DD61289A6071c9E72411F20105 (**0xE224**)
- 0x758E54d88BDAb00bE93e89800D894ffdfF0c63C5 (**0x758E**)

eXch.cx stated on February 19, 2024, that they had blocklisted these addresses. However, the threat actor sent funds from these addresses to **eXch.cx** on February 25, 27, and March 3, 2024. Due to this recent activity associated with these addresses, it is presumed that **eXch.cx** has removed the blocklists.

¹³ “Blocklist” or “Blacklist” is a function to prevent specific cryptocurrency wallet addresses from transacting on a platform.

eXch Admin
to Mika ▾

Feb 19, 2024, 11:10 AM ⭐ ↵

Thank you for the information, we will proceed with blacklisting immediately.

On 2/15/24 13:44, Mika wrote:

Thank you Johann. Can you add 0xa6f5CaB11E752F8995D1f8D008b4D259BF6D6F63 to your blocklist for Notional? Looks like this is their newly created address and imagine they'll try to send funds your way.

Much appreciated.

Regards,

 **Chainalysis**

Mika
Cybercrimes Investigator
Chainalysis, Inc
✉ jainalysis.com
🌐 chainalysis.com

On Thu, Feb 8, 2024 at 8:51 AM **eXch Admin** <admin@exch.cx> wrote:
Hello,

we have found and identified the corresponding address and transaction record(s) associated with the data from your request.

0xa41a2f04622d41bc8e3df3ac636774ec4753074d: sent 97.46827712 XMR to address 85eRLstpZwcK1vMykuUZ7MUWWXiUHaAdC6d1VLemHKAXUs7mTJ5PNDAFJfvDMHJJk8C5rnBApopxBUGtE7GhLxeGLPWJD in the transaction ID a0dcc8b14551f4a973c94b59bcc086fbcc09cd85f30adbf76abce9fe543a65b2

In regards to other addresses - we will proceed with blacklisting immediately.

On 2/8/24 11:31, Mika wrote:

Thank you. Can you provide the swap information for (Notional PTE Ltd victim):

Deposit address: 0xA41a2F04622D41BC8E3dF3ac636774eC4753074D

Also, the victim is working with Singaporean law enforcement. What is needed in order to blocklist the following addresses?
0xE2240450744f67DD61289A6071c9E72411F20105
0x758E54d88BDAb00bE93e89800D894ffdFFc63C5

I've attached the recent report provided to law enforcement in regard to this case. Thank you!

Regards,

 **Chainalysis**

Mika
Cybercrimes Investigator
Chainalysis, Inc
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Figure 14: An illustration of email communication between eXch.cx and Chainalysis regarding a blacklisting request.

VII. October 2023 Incident

This section will provide a description of a separate theft event experienced by Notional on October 31, 2023 (UTC Timezone), in which two of Notional's relayer addresses had received approximately 9,000 TIA tokens each via a Celestia airdrop.¹⁴ Following this airdrop, 9,030 TIA tokens were initially stolen from one of the Notional-controlled addresses: celestia16dc379m0qj64g4pr4nkl7ewak52qy2srcsh04u ("celestia16dc37")

Please see the table below.

Table 20:

Transaction Hash	Date	Token Amount	Receiving Address	Blockchain
63BADE4C8FF2BA8C7943234D18EA893 69D219FC92ED159A9F9E390E98A6968 29	2023-10-31 3:10 PM UTC	9,030 TIA	celestia1xvxx5llevesahq elt2fjssgptsc7m69vhactl h	Celestia

Following this unauthorized transfer, funds were then deposited via two transactions to Binance and KuCoin, as seen in the table below.

Table 21:

Service	Transaction Hash	Date	Receiving Address	Amount	Memo	Blockchain
KuCoin	F79AD6960AC49E51CB68 A20E7FEDDF0C8FB06307 C1808CFA85A4CC847694 A9AA	2023-10-31 4:19 PM UTC	celestia1cylgjyd70mheg 3j3e2n7t758r07rarwyta gltr	10 TIA	1934804507	Celestia
Binance	2F5B00E688F2CC03483AC FD346CF78AA357F959E6 8C72C318A9602FC257BB 767	2023-10-31 6:50 PM UTC	celestia1fd3mclxp4e2fh 0wpau3eg55x2fsm7yjx zg29j2	10 TIA	103763025	Celestia

After the deposits to the exchanges, the threat actor proceeded to return the remaining funds to a compromised Notional-controlled address, **celestia16dc37**, as shown in the table below.

Table 22:

Transaction Hash	Date	Token Amount	Receiving Address	Blockchain
8A3B20E05A76ED80E04E3F68AB136A 9B032B1BF5DAD817CDBC7F461226E9 4C36	2023-10-31 7:13 PM UTC	9,009.971417 TIA	celestia16dc379m0qj64 g4pr4nkl7ewak52qy2src sh04u	Celestia

The amount transferred in Table 22, takes into account the stolen funds deposited into Binance and KuCoin, in addition to the gas/transaction fees.

¹⁴ A "token airdrop" is a form of distribution of cryptocurrency tokens to existing token holders and/or to users who perform certain tasks.

Due to concerns of the Notional wallet being compromised, funds were transferred to a new wallet, as seen in the table below. This wallet address is said to be under control by Mr. Long and Du Nguyen (a former infrastructure employee). The Notional team has reported that the address below has been utilized as exit leverage by Mr. Long and Du Nguyen. As of the writing of this report, the Notional team has reported that they have been unable to recover the funds held at the address referenced in the table below.

Table 23:

Transaction Hash	Date	Token Amount	Receiving Address	Blockchain
67830DCC97B444C095A42A5E33524A3 989BE48310B6C2C4086F1BCBB539B30 FF	2023-10-31 7:28 PM UTC	9,008 TIA	celestia1c35msmpu8pds gaaazntl6x6xmlpl40l3tnw 076q	Celestia

VIII. BitCanna Token (“BCNA”) Incident

This section will provide a description of a separate theft event experienced by Notional on December 23, 2023 (UTC Timezone), in which 93,293 BCNA (~\$1,269 USD)¹⁵ tokens were stolen in two transactions, approximately nine minutes apart. Please see the table below.

Table 24:

Transaction Hash	Date	Token Amount	Receiving Address	Blockchain
0C2C42268808FC18CF81732EFC3F3C35 F73DA8846731DD15691E524864246345	2023-12-23 2:51 AM UTC	150 BCNA	osmo1dl7w3myyfmnarh 0t5uxmy7qe6szagz3k0p s3t2	Osmosis
FB6030AE0D25F1589EF0DBDD10E1BE2 9424A8F76F73B484AF2654C76A6F3DA 2C	2023-12-23 3:00 AM UTC	93,143 BCNA	osmo1dl7w3myyfmnarh 0t5uxmy7qe6szagz3k0p s3t2	Osmosis

After the threat actor transferred the stolen BCNA tokens, the funds were swapped for ATOM tokens, as seen in the table below.

Table 25: Following the token swaps, all stolen tokens were then bridged¹⁶ via IBC (Interblockchain Communication) to Cosmos address:
cosmos1dl7w3myyfmnarh0t5uxmy7qe6szagz3k86rpac (**cosmos1dl7w**)

Below is the transaction information for the receipt of the ATOM tokens on the Cosmos blockchain.

Table 26:

¹⁵ This is an approximate value of the BCNA token price on the day of the theft and does not reflect current BCNA pricing.

¹⁶ In this section, the term “bridge” or “bridging” can also be referenced as an “IBC transfer” or “Inter-Blockchain Communication Protocol” which is a protocol or method used to transfer funds via one blockchain or protocol to another.

Transaction Hash	Date	Token Amount	Receiving Address	Blockchain
ECA4E332C669C4953C4BEED5B345884 997D93BCFD9AA7A5B31020CDEC4589 47E	2023-12-23 4:23 AM UTC	152.5 ATOM	cosmos1dl7w3myyfmna rh0t5uxmy7qe6szagz3k 86rpac	Cosmos

Approximately 5 minutes after the funds were received at Cosmos address **cosmos1dl7w**, the funds were transferred to Binance hot wallet address¹⁷, as seen in the table below.

Table 27:

Transaction Hash	Date	Token Amount	Receiving Address	Memo	Blockchain
73CFE6CE985A0F6D6FDA21931 3863AC98862C96691200C29E90 9219E83E286A1	2023-12-23 4:28 AM UTC	152.5 ATOM	cosmos1j8pp7zvcu9z8vd 882m284j29fn2dszh05cq vf9	103571931	Cosmos

Below in **Figure 15** is a Telegram communication between the CIR team and Binance confirming that the wallet address identified belongs to Binance:

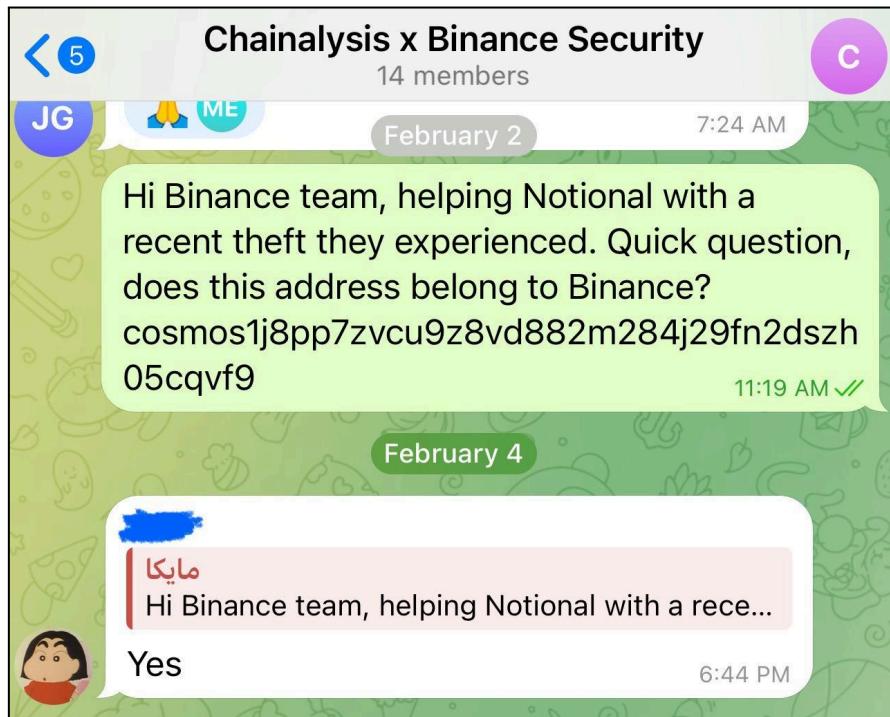


Figure 15: An illustration of a Telegram communication between Binance and Chainalysis.

¹⁷ Chainalysis CIR has confirmed with Binance that this address is their hot wallet address on the Cosmos blockchain: cosmos1j8pp7zvcu9z8vd882m284j29fn2dszh05cqvf9

IX. Next Steps

Chainalysis CIR will continue to monitor and identify additional movement of funds. In addition, it is anticipated that the threat actor will continue to bridge funds via the Axelar.Network to the Ethereum blockchain, and attempt to either swap funds to Monero (XMR) via [eXch.cx](#)¹⁸ or off-ramp funds.

It is recommended that Notional work with law enforcement to reach out directly to the Chainalysis CIR team to inquire about the Monero (XMR) swaps and transactional information associated with those swaps.

Chainalysis CIR recommends that Notional and/or law enforcement contact Binance and KuCoin directly and request a production order which may provide the following information: KYC (Know-Your-Customer) information, transactional information, and device and IP related data. This information will provide insight into the status of stolen funds and the threat actor.

CIR can provide law enforcement with contact information for those exchanges as well as copies of our Reactor graph upon request.

Appendix A

Below is a list of wallet addresses used by the threat actor in relation to the January 2024 theft discussed in this report:

Address	Smart Contract Address (Y/N) ¹⁹	Service Address (Y/N)	Name of Service	Blockchain
celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj	N	N	N/A	Celestia
osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d	N	N	N/A	Osmosis
sei1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfz9enh7	N	N	N/A	Sei
stars1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxmf4lc6w	N	N	N/A	Stargaze
cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l	N	N	N/A	Cosmos

¹⁸ As their previously used Ethereum addresses have been blocklisted by the entity, it is possible that the threat actor could create new wallet addresses in an attempt to bypass the blocklist function.

¹⁹ The Ethereum wallet addresses which are smart contract addresses have a “self-destruct” function forwarding funds to a specified wallet address.

osmo1q0w3uu5lawc343azvsls9zlr4r4zectvr85u2v	N	N	N/A	Osmosis
osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes	N	N	N/A	Osmosis
akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3	N	N	N/A	Akash
0x6C270f5F08e9D5B9665fc8218B4865cdA97826ae	N	N	N/A	Ethereum
0x37C5EdfE594d4a090efDD6a1A5704676c931bB58	N	N	N/A	Ethereum
0x4480629EB69b6316E106d70d7A273635d013Fdcd	Y ²⁰	N	N/A	Ethereum
0x02c1cc50aF8231321697FFE65c777E7F3ab48768	N	N	N/A	Ethereum
0x6dC75C1b9F36C1e49c15c098e05DA6585715B037	Y ²¹	N	N/A	Ethereum
0xdEFC7872051Ea8CB160157C23af51E18c013b1Fb	Y ²²	N	N/A	Ethereum
0xE2240450744f67DD61289A6071c9E72411F20105	N	N	N/A	Ethereum
0x758E54d88BDAb00bE93e89800D894ffdfF0c63C5	N	N	N/A	Ethereum
0xA4c66fe2727fE9DFe947af2f530cDC6Fb7bB32D8	N	N	N/A	Ethereum
0x714E1D6d7194fa6EaA13f0D7B0e8E721AC570c56	N	N	N/A	Ethereum
0xFaC0fa25F54Cf442558E2A7168d5D4b5bF9983C9	N	N	N/A	Ethereum
0xbC882735bedd79F247D407260C3db8E6f2184159	N	N	N/A	Ethereum
0x448De027D77EB8c5D7fff3eE1DD2f33C79	N	N	N/A	Ethereum

²⁰ Funds received by this smart contract address were forwarded to the following wallet address:
0x02c1cc50aF8231321697FFE65c777E7F3ab48768

²¹ Funds received by this smart contract address were forwarded to the following wallet address:
0xE2240450744f67DD61289A6071c9E72411F20105

²² Funds received by this smart contract address were forwarded to the following wallet address:
0x758E54d88BDAb00bE93e89800D894ffdfF0c63C5

Dc5877				
0xcC70887dCd2715051866532931c5d5022 8DF3cd7	N	N	N/A	Ethereum
0x9db5Ec9C9cd5069558AE ^d 75d6c62074575 E1c082	N	Y	eXch.cx	Ethereum
0xdae2c16DD347baaA32C8f8cb8bfCA091f3 DAe254	N	Y	eXch.cx	Ethereum
0x91450CAa3e6CcA9628Ba9D9D791FD6D2 21B4A37B	N	Y	eXch.cx	Ethereum
0x98fc891b958F17f4c3b2aA48A027dF0D18 44C3a9	N	Y	eXch.cx	Ethereum
0x831EE72E7E5645d5FBaCBFE50a13Bff5Fa 6e0859	N	Y	eXch.cx	Ethereum
0x7DE7DB1CA298FD177CBF0Ceb919f1DBf E7bf3F59	N	Y	eXch.cx	Ethereum
0x9f16B1904B2E1fB545281d10c2c294a5d9 8fd7a5	N	Y	eXch.cx	Ethereum
0xA41a2F04622D41BC8E3dF3ac636774eC4 753074D	N	Y	eXch.cx	Ethereum
0xa6f5CaB11E752F8995D1f8D008b4D259B F6D6F63	N	Y	eXch.cx	Ethereum
0xf047075aC138A3146a462Ebb6253dB25 b803b96	N	Y	eXch.cx	Ethereum
0xAFC8584eC01eb359b360A808B02AB408 36f25D3b	N	Y	eXch.cx	Ethereum
axelar1zecwy0950u636e9sftmj99alu2pxper w8wxs28e95rsrcewczzsjare80	N	N	N/A	Axelar
axelar1tpwstseq7dfpng798jkcqdjemjltxjyjk06I rcmedmyatqwcclp7qav7lsp	N	N	N/A	Axelar
axelar1welqcqq7hkkzehpu4tshpf4ugh4jl7t22 u23830vmunf8fwxfpnskn3gv4	N	N	N/A	Axelar
axelar1ejg639vvauhg0j7lrr0drt8qzfsac8ylqfxz 007vuwme4qvfr86qy4eupx	N	N	N/A	Axelar
axelar126drjlqnucnz77t3ngwhnhsck0kmq3s4 dfm34t2eymh8znnv6haqqf903f	N	N	N/A	Axelar
axelar1m4p90hjn48mxqcca04knkma22ly5yfz s43q0nspgg3lp2hfuglfsyky8ty	N	N	N/A	Axelar

Appendix B

Below is a screenshot of the 11 Bad Kid NFTs with their NFT names in relation to the Bad Kid NFT collection which consists of 9,996 NFTs:

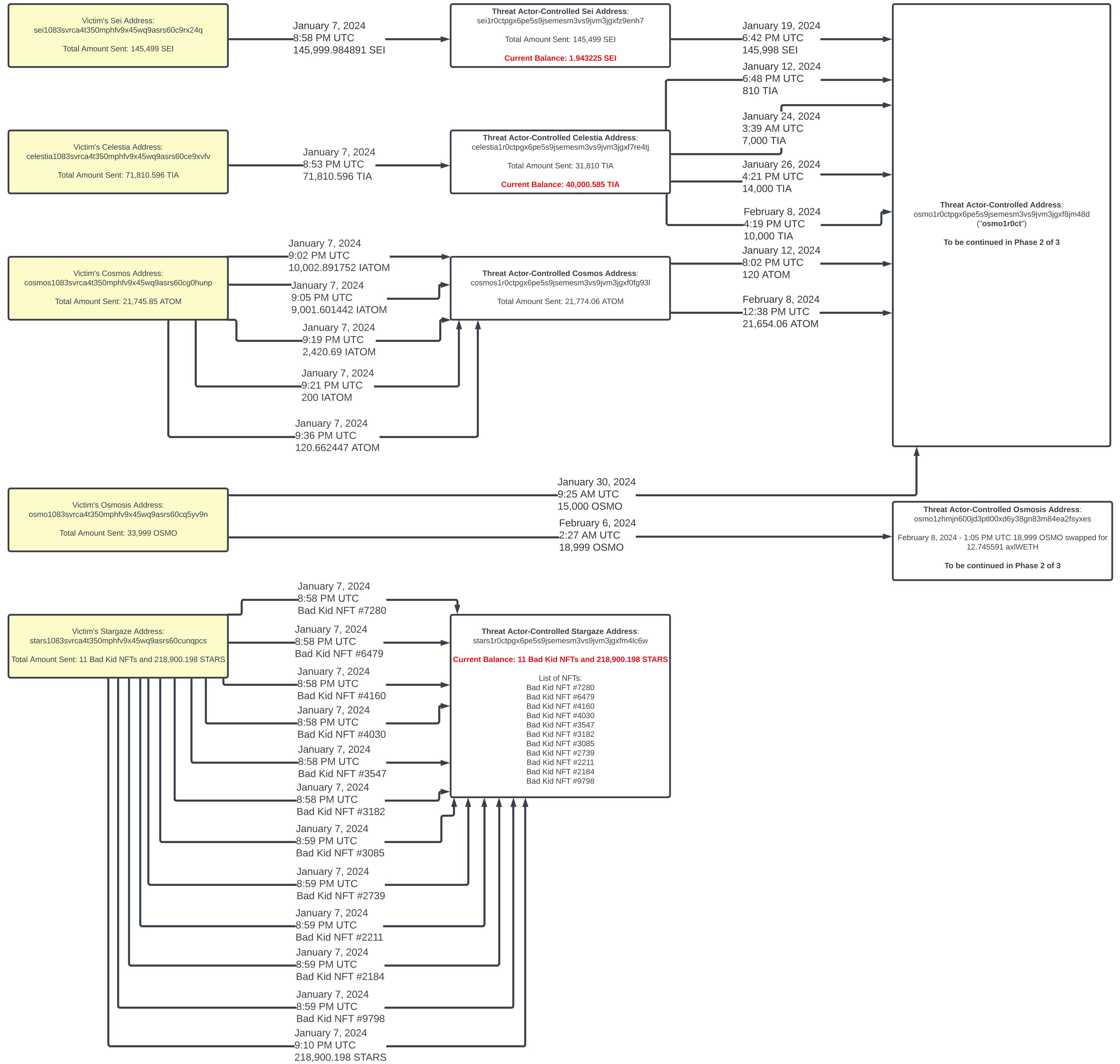



Appendix C

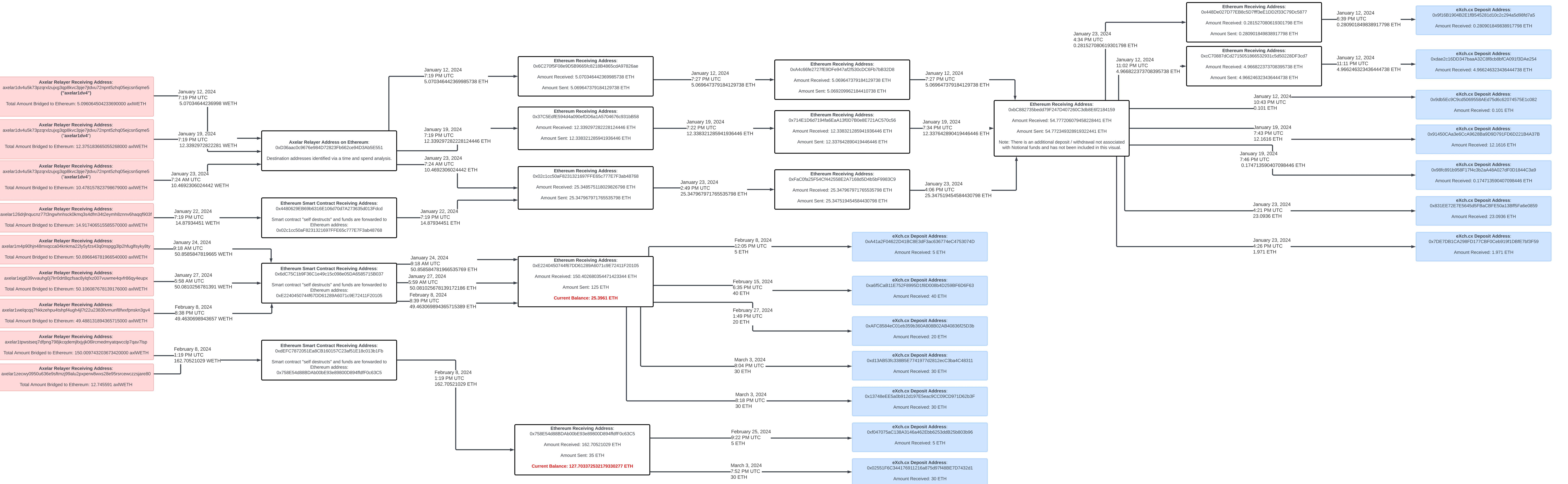
Please see the PDF attachment titled, "Appendix C".

I, Mika Dahiya, declare that I prepared the foregoing investigative report and the tables and figures contained therein and attached thereto.

Mika Dahiya







eXch Deposit Address:	Withdrawal Amount (XMR XMR Address	XMR Hash
0x9db5ec9cd5069558aed75d6c62074575e1c0:	1.40338833	84TtnxquMTQ6aT5MUgx3WzLyYkb! abaa6e8e28f9f121c29099d1cc04b28ce5dbed084ac93cd17840df5ebce72d99
0x91450caa3e6cca9628ba9d9d791fd6d221b4a3:	168.9846284	84VPNvtuKK4TwykjHqVfjNg5zTTn 9e64e966509e5e0cc5a8b1321b264c778da6688eac2ba97b4c6978be800c657
0x98fc891b958f17f4c3b2aa48a027df0d1844c3a9	2.42763379	89ApnTTzRMWUNCvVo16vXDTs1v 5e5cd2934db5ad0e7f474e21fb576be3a87ab98ba6fade8483e9d3ba8c3984fe
0x16c3ae5f1db416fb9bb13ca465099d24e71c287	163.3835805	86m7V24USkW9gUXb7qPJNGcVX\x8a83a56e702fca1fb5e6e3461d751b50dd47d6498673231db5eb81ee73ecc0ac
0xaa3b106d7970df16ef5b95de88d4be9a6201007	3.662514	8B9itqYoHKbYDHYSXndK1TCxZ6\x0e79309069ddf0869d6b710fbf3582975608b0d7c376462afb77bd3cce514c36
0x831ee72e7e5645d5fbacbfe50a13bff5fa6e0859	320.884046	85RTgpVTT2VT9Vd9jHEfweLbwG4I 98c8bcec01b7398da9d515b5477d75e6ea1559a78057f1d008c223e2d1abc4ca
0x7de7db1ca298fd177cbf0ceb919f1dbfe7bf3f59	27.3554845	836g2kbfxnjCrZhrLiXAdQ2xWVYyT\x d4ac3b66cf382032a3c16f357101bd8b352770767316258ef14891a8b0c58ce4
0x9f16B1904B2E1fB545281d10c2c294a5d98fd7\x	3.94581865	85FxdQLgqhPh12andmDLanh7M6\xl bc63f4c010e6869f5a11f606186552fda6463df73f7c4575f14980f2e38ebb24
0xdae2c16dd347baaa32c8f8cb8bfca091f3dae25\x	90.61975468	86Y2fAwzHotHJ8fFsgj9UYBG5v5Ha 9089295dbb940e6949a76ed41d09c2c445ad16713f1525d5ed6132b985dae09d
0xa41a2f04622d41bc8e3df3ac636774ec4753074	97.46827712	85eRLstpZwcK1vMykuUZ7MUWWi\x a0dcc8b14551f4a973c94b59bcc086fbcc09cd85f30adb76abce9fe543a65b2
Total	880.1351259	

ReedSmith

in alliance with ResourceLaw

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9 December 2023

Our Ref: 407595.00001

Your Ref:

BY EMAIL ONLY

Luat Tan Son

Son Dinh

son93pt@gmail.com

Tan Vu

Jamesstanvu@gmail.com

Dear Sirs

Notice Regarding Return of Property

We act for CÔNG TY TNHH NOTIONAL VIETNAM (“**Notional Vietnam**”).

We understand you act for Mr Long Mai Gia, and refer to your client’s ongoing communications with our client.

We further understand that your client has accepted in correspondence with representatives of our client that:

- (a) he is currently in unauthorised possession of property belonging to Notional Vietnam; and
- (b) he obtained such property in the course of his employment with Notional Vietnam.

Such property has been outlined in “Annex A” of the handover proposal shared with you and Mr Long on 5 December 2023 (“**Company Property**”).

Nevertheless, it appears that your client’s position is that he does not intend to return the Company Property in his unauthorised possession unless our client meets certain conditions stipulated by your client.

We reiterate that Mr Long’s continued retention of Company Property is wrongful. It is plainly a breach of Mr Long’s employment contract as well as of applicable law. Mr Long has no basis to unilaterally retain Company Property and to demand a ransom for their release.

Notional Vietnam has further discovered that valuable, bespoke computer components used in the usual course of Mr Long’s work have been discovered missing from Notional Vietnam’s offices in Sao Bien 23 – 451, Ocean Park, Hanoi, Vietnam. To the extent that Mr Long removed and/or directed the removal of such components and/or continues to retain such components, Notional Vietnam puts Mr Long on notice that such removal and retention is unauthorised and unlawful.

9 December 2023
Page 2

Our client hereby demands the unconditional and immediate return of all Company Property, as well as any other property owned by Notional Vietnam and unlawfully retained by Mr Long, by the end of business day on Thursday, December 14, 2023, at 17:00 UTC +7. This includes the return of all tools and property as outlined in "Annex A" of the handover proposal. Our client remains open to adhering to the terms of the handover proposal, assuming your client is also willing to do so.

Should Mr. Long fail to return the specified tools and property as per Annex A of the handover proposal by the given deadline, Notional Vietnam will take all steps it deems necessary to protect its rights without further reference to you. In light of the seriousness of this matter, we expect Mr Long's unconditional cooperation. At present, our client believes compliance with the proposed handover procedure already shared with you and Mr Long is the optimal outcome for all parties involved.

We look forward to your response to this letter by 12 December 2023 confirming that Mr Long will return all Company Property, as well as any other property owned by Notional Vietnam, by Thursday, December 14, 2023, at 17:00 UTC +7.

Yours sincerely



Reed Smith

PRIVATE AND CONFIDENTIAL

1 April 2024

BINANCE HOLDINGS LTD
23 Lime Tree Bay Avenue
George Town
Cayman Islands

BY EMAIL TO
legal@binance.com
ONLY

BINANCE ASIA SERVICES PTE LTD
1 Wallich Street
#09-03
Guoco Tower
Singapore (078881)

Dear Sirs,

REQUEST FOR INFORMATION

Dear Sirs,

1. We act for Notional Pte Ltd.
2. It has come to our client's attention that:
 - a. In or around 23 December 2023, 93,293 BitCanna tokens ("BCNA"), which belong to our client, were misappropriated from our client by unknown threat actor(s) ("BCNA Theft").
 - b. On the same day, following the BCNA Theft, the unknown threat actor(s) swapped the 93,293 BCNA in question for ATOM tokens ("ATOM"), which were then bridged *via* Interblockchain Communication to a Cosmos address (cosmos1dl7w3myyfmnarh0t5uxmy7qe6szagz3k86rpac).
 - c. Approximately five minutes after the funds were received at the Cosmos address, the funds were then transferred to a hot wallet address (cosmos1j8pp7zvcu9z8vd882m284j29fn2dszh05cqvf9) ("BCNA Hot Wallet Address").
 - d. According to the investigators (Chainalysis Crypto Incident Response Team) engaged by our client to investigate the BCNA Theft, Binance has previously confirmed that the BCNA Hot Wallet Address is a Binance address.
3. Our client has also made a police report to the Singapore Police Force ("SPF") in respect of the BCNA Theft. We understand that the SPF has previously written to Binance regarding the BCNA Theft and the BCNA Hot Wallet Address.

4. It has further come to our client's attention that on or around 31 October 2023, 9,030 Celestia tokens ("TIA"), which belong to our client, were misappropriated from our client by unknown threat actor(s) ("TIA Theft"). Of these, 10 TIA tokens were sent to the Celestia wallet address celestia1fd3mclxp4e2fh0wpau3eg55x2fsm7yjxzg29j2 ("TIA Hot Wallet Address"), which we understand is also a Binance hot wallet address.
5. In the circumstances, we write to ask if Binance is agreeable to disclose:
 - a. Information and documents collected by Binance in relation to the owners of the BCNA Hot Wallet Address and TIA Hot Wallet Address;
 - b. Details of all transactions involving the BCNA Hot Wallet Address from and inclusive of 23 December 2023;
 - c. Details of all transactions involving the TIA Hot Wallet Address from and inclusive of 31 October 2023; and
 - d. The current balance(s) of the BCNA Hot Wallet Address and TIA Hot Wallet Address.
6. The information requested by our client at paragraph 5 above is necessary to assist in the tracing of the stolen 93,293 BCNA and 10 TIA, the identification of the unknown threat actor(s) involved in the BCNA Theft and TIA Theft, and the ultimate recovery of the stolen funds.
7. Please let us know by **close of business, 3 April 2024** if Binance is agreeable to disclose the information requested at paragraph 5 above. If Binance is only willing or able to disclose the information sought at paragraph 5 above following a disclosure order against Binance, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024**.
8. All of our client's rights are reserved.

Best Regards,

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

cc. Client

PRIVATE AND CONFIDENTIAL

1 April 2024

EXCH.CX / PRIVATE PROJECT FACILIATORS LTD

BY EMAIL TO
support@exch.cx
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In January and February 2024, our client's cryptocurrency tokens on the Celestia, Sei, Cosmos and Osmosis blockchain (collectively, the "**Stolen Tokens**") were misappropriated by unknown threat actor(s) in several instances of unauthorized transfers (collectively, the "**Thefts**").
 - b. In response to the Thefts, our client engaged Chainalysis Pte Ltd ("**Chainalysis**"), an investigative service provider for cryptocurrency-related crimes, to investigate the Thefts.
3. We are further instructed that Chainalysis' investigations have found that:
 - a. The unknown threat actors swapped some of the Stolen Tokens which are native to the Cosmos network into approximately 356 Ethereum tokens (ETH).
 - b. Thereafter, the threat actors deposited approximately 202 ETH out of the 356 ETH into eXch.cx and used the swapping service provided by eXch.cx to swap the Ethereum tokens into Monero tokens (XMR) via several ETH/XMR swap transactions. The details of the threat actor(s)' Ethereum deposits into eXch.cx are set out in **Annex A** herein.
 - c. On or around 5 February 2024, Chainalysis, on behalf of our client, wrote to eXch.cx to request for information that eXch.cx may have collected in relation to the unknown threat actors, details about the Ethereum deposits and the ETH/XMR swap transactions performed by the unknown threat actors.
 - d. In response, eXch.cx informed Chainalysis that it does not log or store any user metadata records, such as IP addresses, browser information.
 - e. eXch.cx also provided Chainalysis with ETH/XMR swap transaction details in relation to approximately 47 ETH out of the 202~ ETH that was deposited into eXch.cx, which have been reproduced in **Annex B** herein.

4. On or around 19 February 2024, eXch.cx also agreed to blocklist the following the Ethereum addresses, which were used by the threat actors to deposit Ethereum into eXch.cx:
 - a. 0xE2240450744f67DD61289A6071c9E72411F20105; and
 - b. 0x758E54d88BDAb00bE93e89800D894ffdfF0c63C5.
5. However, Chainalysis has noted that, on 25 and 27 February 2024 and 3 March 2024, the unknown threat actors have successfully sent funds from these addresses to eXch.cx, suggesting that these addresses are no longer blocklisted.
6. In the circumstances, we write to ask:
 - a. Apart from the metadata which eXch.cx purportedly does not collect, whether eXch.cx is able to provide us with any other information in relation to the Ethereum deposits listed in **Annex A** and/or the ETH/XMR swap transactions listed in **Annex B**, including all wallet addresses used, which may assist us in identifying the threat actors, and if so, whether eXch.cx is agreeable to voluntarily disclose the information to us;
 - b. Whether eXch.cx is agreeable to provide all of the ETH/XMR swap transaction data, including all wallet addresses used, in relation to the all of the Ethereum deposits listed in **Annex A** as the ETH/XMR swap data that eXch.cx previously provided to Chainalysis do not account for all of the 202~ETH deposited into eXch.cx;
 - c. Whether eXch.cx is agreeable to provide details of all of the transactions involving the Monero tokens obtained by the threat actors by swapping the Ethereum deposits listed in **Annex A** into Monero tokens, including all wallet addresses used,;
 - d. Whether eXch.cx is agreeable to explain why the blocklist was removed from the Ethereum addresses listed in paragraph 4 above; and
 - e. Whether eXch.cx is agreeable to reinstate the blocklist of the Ethereum addresses listed in paragraph 4 above immediately as these wallets still contain some Ethereum tokens which can be traced back to our client's Stolen Tokens.
7. The information and actions requested by our client at paragraph 6 above are necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, tracing of the Stolen Tokens and the ultimate recovery of the Stolen Tokens.
8. Please let us know by **close of business, 3 April 2024** if eXch.cx is agreeable to disclose the information and reinstate the blocklist, as requested in paragraph 6 above. If eXch.cx is only willing or able to disclose the information sought at paragraph 6 above following a disclosure order against eXch.cx, then we would be grateful if you could let

ResourceLaw
in alliance with **ReedSmith**

1 April 2024
Page 3

us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024.**

9. All of our client's rights are reserved.

Best Regards,

ResourceLaw

Resource Law LLC

encl.

cc. Client

ANNEX-A

S/N	Transaction Hash	Timestamp	eXch.cx Deposit Address	Deposit Amount (ETH)
1	0x071fb05438bfbe9e3c4e5cf6b077cc506242ed0b16b2939f0659d8928904867e	01/12/2024 22:43	0x9db5Ec9C9cd5069558AE ^d 75d6c62074575E1c082	0.101
2	0x256f060eceae5d47359be091d404aac50a0420dd8fe8dbf3828d99203a0631e2	01/12/2024 23:11	0xdae2c16DD347baaA32C8f8cb8bfCA091f3DAe254	4.966246323
3	0x02c278ba91886a8acc76cd7e14621f158ae905db71a767d3292d0b82e94b7d5a	01/19/2024 19:43	0x91450CAa3e6CcA9628Ba9D9D791FD6D221B4A37B	12.1616
4	0xd081b8debfb95ce928e1060d56172e1dbff3d8ed2e912117b2e94fa6dd411309	01/19/2024 19:46	0x98fc891b958F17f4c3b2aA48A027dF0D1844C3a9	0.17471359
5	0x0e7d3aa5aa5becf1f7fdf476a4fa3c4671a57d4cb33820767792bdda3a13931e	01/23/2024 16:21	0x831EE72E7E5645d5FBaCBFE50a13Bff5Fa6e0859	23.0936
6	0x2eca94757544238bc30c409d3903b6357ab3ae911228f35d99bbe74bc53763ee	01/23/2024 16:26	0x7DE7DB1CA298FD177CBF0Ceb919f1DBfE7bf3F59	1.971
7	0x89aa41e23d65e44f893102e79fcac03ffd9b3f37a61f6cf5915021047913de72	01/23/2024 18:39	0x9f16B1904B2E1fB545281d10c2c294a5d98fd7a5	0.28090185
8	0x0ad04e56fcf9c671e7259277d1e70204794dbd7ca2681e939dea9b8968269a1d	02/08/2024 12:05	0xA41a2F04622D41BC8E3dF3ac636774eC4753074D	5
9	0x8efc741f0bcc2126250326938ca8854b22cab64a7401532aaef288fdef47d13b	02/15/2024 18:35	0xa6f5CaB11E752F8995D1f8D008b4D259BF6D6F63	40
10	0x4561afbef09df716967277b8dac4cabbb33ba9adfb11629d03f1efb638db93b	02/25/2024 9:22	0xf047075aC138A3146a462Eb6253ddB25b803b96	5
11	0x9403e360d95c1b6ba6863a4c1d60ab29141304aa249891cae8ce6e724e96f6b4	02/27/2024 13:49	0xAFC8584eC01eb359b360A808B02AB40836f25D3b	20
12	0x5820bdb4a46eaf3a73aad765539e27398a00eb8a3e0cd6990ac574b675701029	03/03/2024 20:04	0xd13AB53fc338B5E7741977d2812ecC3ba4C48311	30
13	0x6240c06930502a74069091f3f505ead1ac423575cc0e51cd7bd0e9d130e9698b	03/03/2024 19:52	0x02551F6C344176911216a875d97f48BE7D7432d1	30
14	0x288fb36164696119dc89fbf491b682d1e6c38c82ce6841ac7e613372f6795b27	03/03/2024 20:18	0x13748eEE5a0b912d197E5eac9CC09CD971D62b3F	30
TOTAL				202.7490618

ANNEX B

S/N	eXch Deposit Address:	Deposited Amount (ETH)	Withdrawal Amount (XMR)	XMR Address	XMR Hash
1.	0x9db5ec9c9cd5069558aed75d6c62074575e1c082	0.101	1.40338833	84TtnxquMTQ6aT5MUgx3WzLyYkb55UBdSA6R2sGkKQN6gf1s8RSgc1A1VReNctxtE144eRurSGJfE7PQmASJLmEA71H59396	abaa6e8e28f9f121c29099d1cc04b28ce5dbed084ac93cd17840df5ebce72d99
2.	0x91450caa3e6cc9a9628ba9d9d791fd6d221b4a37b	12.1616	168.9846284	84VPNvtuKK4TwykgJHqVfjNg5zTTm24HnXThbp9S49hnbUSCyLkrWkJLHRPw7dsY4bETPMc4kfLn9L38CoVUkc9SUVz9k1q	9e64e966509e5e0cc5a8b1321b264c778da6688eac2ba097b4c6978be800c657
3.	0x98fc891b958f17f4c3b2aa48a027df0d1844c3a9	0.17471359	2.42763379	89ApnTTzRMWUNCvVo16VxDTs1v2SzNwHriiAGnxedwk oJCHrpwCuDGeUsTX9AahDiGbVoUmAumeEmMMRdTNm336CAQ9P6NS	5e5cd2934db5ad0e7f474e21fb576be3a87ab98ba6fade8483e9d3ba8c3984fe
4.	0x831ee72e7e5645d5fbacbfe50a13bff5fa6e0859	23.0936	320.884046	85RTgpVTT2VT9Vd9jHEfw eLbwG4L7QxZB evYun9Swcw8PeT34gKU2Rt5YDwGRtgAs6jTFpBPmNB XQGnc5QUmyp7T3uQoR9Q	98c8bcec01b7398da9d515b5477d75e6ea1559a78057f1d008c223e2d1abc4ca
5.	0x7de7db1ca298fd177cbf0ceb919f1dbfe7bf3f59	1.971	27.3554845	836g2kbfxnjCrZHrLiXAdQ2xWVYyTe73PLdynZPXWoSj87EGeYeKtKMFvVYXvmw8ZG33cGfmWzxqNZ98w2VQVznvLjbB82a	d4ac3b66cf382032a3c16f357101bd8b352770767316258ef14891a8b0c58ce4

6.	0x9f16B1904B2E1 fB545281d10c2c2 94a5d98fd7a5	0.2809018 4	3.94581865	85FxdQLgqhPh 12andmD Lanh7M6xDskz9 V9PK25V uxMwYJJtcigMh duP8eMX oTGm3ps4jNvh YRFR5PF Fvpi4pi7a2LWxz 6XR	bc63f4c010e6869f5a11 f606186552fd6463df7 3f7c4575f14980f2e38e bb24
7.	0xdae2c16dd347b aaa32c8f8cb8bfca 091f3dae254	4.9662463 2	90.61975468	86Y2fAwzHotHJ 8fFsgj9U YBG5v5HaDr4pj dmQQ5 FBDZM4YzCrs QFCok279 9YHaMfxG9urb ELwdJsS TcPpNuChDH8j bE7Dd	9089295dbb940e6949a 76ed41d09c2c445ad16 713f1525d5ed6132b98 5dae09d
8.	0xa41a2f04622d4 1bc8e3df3ac6367 74ec4753074d	5	97.46827712	85eRLstpZwcK1 vMykuUZ7 MUWWiXiUHaA dC6d1VLe mHKAXUs7mTJ 5PNDAFJfvDM HJJk8C5rnBApo pxBUGtE7GhLx eGLPWjJD	a0dcc8b14551f4a973c 94b59bcc086fbcc09cd8 5f30adb76abce9fe543 a65b2
Total		47.749061 75	713.0890314		

1 April 2024

KUCOIN EXCHANGE

BY EMAIL TO
support@kucoin.com
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. It has come to our client's attention that on or around 31 October 2023, 9,030 Celestia tokens ("TIA"), which belong to our client, were misappropriated from our client by unknown threat actor(s) ("Theft"). Of these, 10 TIA tokens were sent to the Celestia wallet address `celestia1cylgjyd70mheg3j3e2n7t758r07rarwytagltr` ("Hot Wallet Address"), which we understand is a Kucoin hot wallet address.
3. In the circumstances, we write to ask if Kucoin is agreeable to disclose:
 - a. Information and documents collected by Kucoin in relation to the owners of the Hot Wallet Address;
 - b. Details of all transactions involving the Hot Wallet Address from and inclusive of 31 October 2023; and
 - c. The current balance(s) of the Hot Wallet Address.
4. The information requested by our client at paragraph 3 above is necessary to assist in the tracing of the stolen 93,293 BCNA and 10 TIA, the identification of the unknown threat actor(s) involved in the Theft, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Kucoin is agreeable to disclose the information requested at paragraph 3 above. If Kucoin is only willing or able to disclose the information sought at paragraph 3 above following a disclosure order against Kucoin, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024**.



1 April 2024
Page 2

6. All of our client's rights are reserved.

Best Regards,

A handwritten signature in black ink that appears to read "ResourceLaw".

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

cc. Client

PRIVATE AND CONFIDENTIAL

1 April 2024

COSMOSTATION (COSMOSTATION WALLET)

BY EMAIL TO
support@cosmostation.io /
business@cosmostation.io
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In October 2023, January 2024, and February 2024, several of our client's assets on the Celestia, Sei, Stargaze, Cosmos and Osmosis blockchains were misappropriated by unknown threat actor(s) via a series of unauthorized transfers (collectively, the "Thefts").
 - b. The unknown threat actors transferred our client's assets from our client's wallet addresses to several wallet addresses listed in "**Annex-A**", which are related to, controlled by and/or owned by the unknown threat actors.
 - c. Thereafter, the unknown threat actors used several wallet addresses listed in "**Annex-B**" to dissipate and launder the stolen assets through a series of transactions.
3. In the circumstances, we write to ask if:
 - a. Cosmostation is able to identify whether any of the wallet addresses listed in Annex-A and Annex-B herein are Cosmostation wallets;
 - b. If the answer to paragraph 3(a) above is affirmative, whether Cosmostation has collected any information relating to the wallets that generated the wallet addresses listed in Annex-A and Annex-B;
 - c. If so, whether Cosmostation is agreeable to disclose any information and documents collected by Cosmostation in relation to the owners of the wallets that generated the wallet addresses listed in Annex-A and/or Annex-B.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Cosmostation is agreeable to disclose the information requested at paragraph 3 above. If Cosmostation is only willing or able to disclose the information sought at paragraph 3 above following a disclosure order against Cosmostation, then we would be grateful if you could let us know, and our client

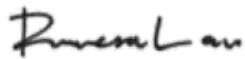
ResourceLaw
in alliance with **ReedSmith**

1 April 2024
Page 2

will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024.**

6. All of our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

encl.

cc. Client

Annex-A

S/N	Hostile Wallet Address Directly Receiving the Stolen Assets	Native Blockchain
1.	celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj	Celestia
2.	sei1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfz9enh7	Sei
3.	stars1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxfm4lc6w	Stargaze
4.	cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l	Cosmos
5.	osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d	Osmosis
6.	osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes	Osmosis

Annex-B

S/N	Hostile Wallet Address Used For Dissipation Of The Stolen Assets	Native Blockchain
1.	celestia1xvxx5llevesahqelt2fjssgptsc7m69vhactlh	Celestia
2.	akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3	Akash
3.	osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxftwe	Osmosis
4.	osmo1q0w3uu5lawc343azvsils9zlr4rzectvr85u2v	Osmosis
5.	0x758E54d88BDAb00bE93e898 00D894ffdfF0c63C5	Ethereum
6.	0xE2240450744f67DD61289A6 071c9E72411F20105	Ethereum
7.	0xdEFC7872051Ea8CB160157C23af51E18c013b1Fb	Ethereum
8.	0x6C270f5F08e9 D5B9665fc8218 B4865cdA97826ae	Ethereum
9.	0x37C5EdfE594d 4a090efDD6a1A 5704676c931bB58	Ethereum
10.	0x4480629EB69 b6316E106d70d 7A273635d013Fdcd	Ethereum
11.	0x02c1cc50aF82 31321697FFE65 c777E7F3ab487 68	Ethereum
12.	0x6dC75C1b9F3 6C1e49c15c098e 05DA6585715B0 37	Ethereum
13.	0xdEFC7872051 Ea8CB160157C2 3af51E18c013b1 Fb	Ethereum
14.	0xbC882735bedd79F247D407260C3db8E6f2184159	Ethereum
15.	0x448De027D77EB8c5D7fff3eE1DD2f33C79Dc5877	Ethereum
16.	0xC70887dCd2715051866532931c5d50228DF3cd7	Ethereum
17.	0xA4c66fe2727fE9DFe947af2f530cDC6Fb7b B32D8	Ethereum
18.	0x714E1D6d7194fa6EaA13f0D7B0e8E721A C570c56	Ethereum
19.	0xFaC0fa25F54Cf442558E2A7168d5D4b5bF 9983C9	Ethereum

20.	0xd4Dd43AB78094aB326ade2e6560cd5122 7C54684	Ethereum
21.	0xEd11456738F48CA419585742371FC4F8D 02DC8db	Ethereum
22.	0x7D3C8bb265D439E539B478446f14B8A62 675F2f7	Ethereum
23.	axelar1zecwy0950u636e9sftmj99alu2pxper w8wxs28e95rsrcewczzsjare80	Axelar
24.	axelar1tpwstseq7dfpng798jkcqdemjltxjyjk06l rcmedmyatqwcclp7qav7lsp	Axelar
25.	axelar1welqcqq7hkkzehpu4tshpf4ugh4jl7t22 u23830vmunf8fwxfpnskn3gv4	Axelar
26.	axelar1ejg639vvauhg0j7lrr0drt8qzfsac8ylqfxz 007vuwme4qvfr86qy4eupx	Axelar
27.	axelar126drjlnqucnz77t3ngwhnhsck0kmq3s4 dfm34t2eymh8znnv6haqqf903f	Axelar
28.	axelar1m4p90hjn48mxqcca04knkma22ly5yfz s43q0nspgg3lp2hfuglfsyky8ty	Axelar

PRIVATE AND CONFIDENTIAL

1 April 2024

DApps Platform, Inc (Trust Wallet)

BY EMAIL TO
Support@trustwallet.com
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In October 2023, January 2024, and February 2024, several of our client's assets on the Celestia, Sei, Stargaze, Cosmos and Osmosis blockchains were misappropriated by unknown threat actor(s) via a series of unauthorized transfers (collectively, the "Thefts").
 - b. The unknown threat actors transferred our client's assets from our client's wallet addresses to several wallet addresses listed in "**Annex-A**", which are related to, controlled by and/or owned by the unknown threat actors.
 - c. Thereafter, the unknown threat actors used several wallet addresses listed in "**Annex-B**" to dissipate and launder the stolen assets through a series of transactions, through which the stolen tokens were eventually swapped and bridged into Ethereum.
3. In the circumstances, we write to ask if:
 - a. DApps Platform, Inc is able to identify whether any of the wallet addresses listed in Annex-A and Annex-B herein are Trust wallets;
 - b. If the answer to paragraph 3(a) above is affirmative, whether DApps Platform, Inc has collected any information relating to the wallets that generated the wallet addresses listed in Annex-A and Annex-B;
 - c. If so, whether DApps Platform, Inc is agreeable to disclose any information and documents collected by DApps Platform, Inc in relation to the owners of the wallets that generated the wallet addresses listed in Annex-A and/or Annex-B.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if DApps Platform, Inc is agreeable to disclose the information requested at paragraph 3 above. If DApps Platform, Inc is only willing or able to disclose the information sought at paragraph 3 above following a

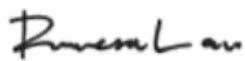
ResourceLaw
in alliance with **ReedSmith**

1 April 2024
Page 2

disclosure order against DApps Platform, Inc, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024.**

6. All of our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

encl.

cc. Client

Annex-A

S/N	Hostile Wallet Address Directly Receiving the Stolen Assets	Native Blockchain
1.	celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj	Celestia
2.	sei1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfz9enh7	Sei
3.	stars1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxfm4lc6w	Stargaze
4.	cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l	Cosmos
5.	osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d	Osmosis
6.	osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes	Osmosis

Annex-B

S/N	Hostile Wallet Address Used For Dissipation Of The Stolen Assets	Native Blockchain
1.	celestia1xvxx5llevesahqelt2fjssgptsc7m69vhactlh	Celestia
2.	akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3	Akash
3.	osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxftwe	Osmosis
4.	osmo1q0w3uu5lawc343azvsils9zlr4rzectvr85u2v	Osmosis
5.	0x758E54d88BDAb00bE93e898 00D894ffdfF0c63C5	Ethereum
6.	0xE2240450744f67DD61289A6 071c9E72411F20105	Ethereum
7.	0xdEFC7872051Ea8CB160157C23af51E18c013b1Fb	Ethereum
8.	0x6C270f5F08e9 D5B9665fc8218 B4865cdA97826ae	Ethereum
9.	0x37C5EdfE594d 4a090efDD6a1A 5704676c931bB58	Ethereum
10.	0x4480629EB69 b6316E106d70d 7A273635d013Fdcd	Ethereum
11.	0x02c1cc50aF82 31321697FFE65 c777E7F3ab487 68	Ethereum
12.	0x6dC75C1b9F3 6C1e49c15c098e 05DA6585715B0 37	Ethereum
13.	0xdEFC7872051 Ea8CB160157C2 3af51E18c013b1 Fb	Ethereum
14.	0xbC882735bedd79F247D407260C3db8E6f2184159	Ethereum
15.	0x448De027D77EB8c5D7fff3eE1DD2f33C79Dc5877	Ethereum
16.	0xC70887dCd2715051866532931c5d50228DF3cd7	Ethereum
17.	0xA4c66fe2727fE9DFe947af2f530cDC6Fb7b B32D8	Ethereum
18.	0x714E1D6d7194fa6EaA13f0D7B0e8E721A C570c56	Ethereum
19.	0xFaC0fa25F54Cf442558E2A7168d5D4b5bF 9983C9	Ethereum

20.	0xd4Dd43AB78094aB326ade2e6560cd5122 7C54684	Ethereum
21.	0xEd11456738F48CA419585742371FC4F8D 02DC8db	Ethereum
22.	0x7D3C8bb265D439E539B478446f14B8A62 675F2f7	Ethereum
23.	axelar1zecwy0950u636e9sftmj99alu2pxper w8wxs28e95rsrcewczzsjare80	Axelar
24.	axelar1tpwstseq7dfpng798jkcqdemjltxjyjk06l rcmedmyatqwcclp7qav7lsp	Axelar
25.	axelar1welqcqq7hkkzehpu4tshpf4ugh4jl7t22 u23830vmunf8fwxfpnskn3gv4	Axelar
26.	axelar1ejg639vvauhg0j7lrr0drt8qzfsac8ylqfxz 007vuwme4qvfr86qy4eupx	Axelar
27.	axelar126drjlnqucnz77t3ngwhnhsck0kmq3s4 dfm34t2eymh8znnv6haqqf903f	Axelar
28.	axelar1m4p90hjn48mxqcca04knkma22ly5yfz s43q0nspgg3lp2hfuglfsyky8ty	Axelar

PRIVATE AND CONFIDENTIAL

1 April 2024

RAINBOW STUDIO, INC (RAINBOW WALLET)

BY EMAIL TO
support@rainbow.me
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In October 2023, January 2024, and February 2024, several of our client's assets on the Celestia, Sei, Stargaze, Cosmos and Osmosis blockchains were misappropriated by unknown threat actor(s) via a series of unauthorized transfers (collectively, the "Thefts").
 - b. The unknown threat actors transferred our client's assets from our client's wallet addresses to several wallet addresses listed in "**Annex-A**", which are related to, controlled by and/or owned by the unknown threat actors.
 - c. Thereafter, the unknown threat actors used several wallet addresses listed in "**Annex-B**" to dissipate and launder the stolen assets through a series of transactions, through which the stolen tokens were eventually swapped and bridged into Ethereum.
3. In the circumstances, we write to ask if:
 - a. Rainbow Studio, Inc is able to identify whether any of the wallet addresses listed in Annex-A and Annex-B herein are Rainbow wallets;
 - b. If the answer to paragraph 3(a) above is affirmative, whether Rainbow Studio, Inc has collected any information relating to the wallets that generated the wallet addresses listed in Annex-A and Annex-B;
 - c. If so, whether Rainbow Studio, Inc is agreeable to disclose any information and documents collected by Rainbow Studio, Inc in relation to the owners of the wallets that generated the wallet addresses listed in Annex-A and/or Annex-B.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Rainbow Studio, Inc is agreeable to disclose the information requested at paragraph 3 above. If Rainbow Studio, Inc is only willing or able to disclose the information sought at paragraph 3 above following a

ResourceLaw
in alliance with **ReedSmith**

1 April 2024
Page 2

disclosure order against Rainbow Studio, Inc, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024.**

6. All of our client's rights are reserved.

Best Regards,

ResourceLaw

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

encl.

cc. Client

Annex-A

S/N	Hostile Wallet Address Directly Receiving the Stolen Assets	Native Blockchain
1.	celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj	Celestia
2.	sei1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfz9enh7	Sei
3.	stars1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxfm4lc6w	Stargaze
4.	cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l	Cosmos
5.	osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d	Osmosis
6.	osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes	Osmosis

Annex-B

S/N	Hostile Wallet Address Used For Dissipation Of The Stolen Assets	Native Blockchain
1.	celestia1xvxx5llevesahqelt2fjssgptsc7m69vhactlh	Celestia
2.	akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3	Akash
3.	osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxftwe	Osmosis
4.	osmo1q0w3uu5lawc343azvsils9zlr4rzectvr85u2v	Osmosis
5.	0x758E54d88BDAb00bE93e898 00D894ffdfF0c63C5	Ethereum
6.	0xE2240450744f67DD61289A6 071c9E72411F20105	Ethereum
7.	0xdEFC7872051Ea8CB160157C23af51E18c013b1Fb	Ethereum
8.	0x6C270f5F08e9 D5B9665fc8218 B4865cdA97826ae	Ethereum
9.	0x37C5EdfE594d 4a090efDD6a1A 5704676c931bB58	Ethereum
10.	0x4480629EB69 b6316E106d70d 7A273635d013Fdcd	Ethereum
11.	0x02c1cc50aF82 31321697FFE65 c777E7F3ab487 68	Ethereum
12.	0x6dC75C1b9F3 6C1e49c15c098e 05DA6585715B0 37	Ethereum
13.	0xdEFC7872051 Ea8CB160157C2 3af51E18c013b1 Fb	Ethereum
14.	0xbC882735bedd79F247D407260C3db8E6f2184159	Ethereum
15.	0x448De027D77EB8c5D7fff3eE1DD2f33C79Dc5877	Ethereum
16.	0xC70887dCd2715051866532931c5d50228DF3cd7	Ethereum
17.	0xA4c66fe2727fE9DFe947af2f530cDC6Fb7b B32D8	Ethereum
18.	0x714E1D6d7194fa6EaA13f0D7B0e8E721A C570c56	Ethereum
19.	0xFaC0fa25F54Cf442558E2A7168d5D4b5bF 9983C9	Ethereum

20.	0xd4Dd43AB78094aB326ade2e6560cd5122 7C54684	Ethereum
21.	0xEd11456738F48CA419585742371FC4F8D 02DC8db	Ethereum
22.	0x7D3C8bb265D439E539B478446f14B8A62 675F2f7	Ethereum
23.	axelar1zecwy0950u636e9sftmj99alu2pxper w8wxs28e95rsrcewczzsjare80	Axelar
24.	axelar1tpwstseq7dfpng798jkcqdemjltxjyjk06l rcmedmyatqwcclp7qav7lsp	Axelar
25.	axelar1welqcqq7hkkzehpu4tshpf4ugh4jl7t22 u23830vmunf8fwxfpnskn3gv4	Axelar
26.	axelar1ejg639vvauhg0j7lrr0drt8qzfsac8ylqfxz 007vuwme4qvfr86qy4eupx	Axelar
27.	axelar126drjlnqucnz77t3ngwhnhsck0kmq3s4 dfm34t2eymh8znnv6haqqf903f	Axelar
28.	axelar1m4p90hjn48mxqcca04knkma22ly5yfz s43q0nspgg3lp2hfuglfsyky8ty	Axelar

PRIVATE AND CONFIDENTIAL

1 April 2024

AMBIT TECH PTE LTD (LEAP WALLET)

3 Fraser Street
#04-23A Duo Tower
Singapore (189352)

BY EMAIL TO
support@leapwallet.io
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In October 2023, January 2024, and February 2024, several of our client's assets on the Celestia, Sei, Stargaze, Cosmos and Osmosis blockchains were misappropriated by unknown threat actor(s) via a series of unauthorized transfers (collectively, the "Thefts").
 - b. The unknown threat actors transferred our client's assets from our client's wallet addresses to several wallet addresses listed in "**Annex-A**", which are related to, controlled by and/or owned by the unknown threat actors.
 - c. Thereafter, the unknown threat actors used several wallet addresses listed in "**Annex-B**" to dissipate and launder the stolen assets through a series of transactions.
3. In the circumstances, we write to ask if:
 - a. Ambit Tech Pte Ltd is able to identify whether any of the wallet addresses listed in Annex-A and Annex-B herein are Leap wallets;
 - b. If the answer to paragraph 3(a) above is affirmative, whether Ambit Tech Pte Ltd has collected any information relating to the wallets that generated the wallet addresses listed in Annex-A and Annex-B;
 - c. If so, whether Ambit Tech Pte Ltd is agreeable to disclose any information and documents collected by Ambit Tech Pte Ltd in relation to the owners of the wallets that generated the wallet addresses listed in Annex-A and/or Annex-B.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Ambit Tech Pte Ltd is agreeable to disclose the information requested at paragraph 3 above. If Ambit Tech Pte Ltd is only willing or able to disclose the information sought at paragraph 3 above following a



1 April 2024
Page 2

disclosure order against Ambit Tech Pte Ltd, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024.**

6. All of our client's rights are reserved.

Best Regards,

A handwritten signature in black ink that appears to read "Adrian Aw".

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

encl.

cc. Client

Annex-A

S/N	Hostile Wallet Address Directly Receiving the Stolen Assets	Native Blockchain
1.	celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj	Celestia
2.	sei1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfz9enh7	Sei
3.	stars1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxfm4lc6w	Stargaze
4.	cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l	Cosmos
5.	osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d	Osmosis
6.	osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes	Osmosis

Annex-B

S/N	Hostile Wallet Address Used For Dissipation Of The Stolen Assets	Native Blockchain
1.	celestia1xvxx5llevesahqelt2fjssgptsc7m69vhactlh	Celestia
2.	akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3	Akash
3.	osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxftwe	Osmosis
4.	osmo1q0w3uu5lawc343azvsils9zlr4rzectvr85u2v	Osmosis
5.	0x758E54d88BDAb00bE93e898 00D894ffdfF0c63C5	Ethereum
6.	0xE2240450744f67DD61289A6 071c9E72411F20105	Ethereum
7.	0xdEFC7872051Ea8CB160157C23af51E18c013b1Fb	Ethereum
8.	0x6C270f5F08e9 D5B9665fc8218 B4865cdA97826ae	Ethereum
9.	0x37C5EdfE594d 4a090efDD6a1A 5704676c931bB58	Ethereum
10.	0x4480629EB69 b6316E106d70d 7A273635d013Fdcd	Ethereum
11.	0x02c1cc50aF82 31321697FFE65 c777E7F3ab487 68	Ethereum
12.	0x6dC75C1b9F3 6C1e49c15c098e 05DA6585715B0 37	Ethereum
13.	0xdEFC7872051 Ea8CB160157C2 3af51E18c013b1 Fb	Ethereum
14.	0xbC882735bedd79F247D407260C3db8E6f2184159	Ethereum
15.	0x448De027D77EB8c5D7fff3eE1DD2f33C79Dc5877	Ethereum
16.	0xC70887dCd2715051866532931c5d50228DF3cd7	Ethereum
17.	0xA4c66fe2727fE9DFe947af2f530cDC6Fb7b B32D8	Ethereum
18.	0x714E1D6d7194fa6EaA13f0D7B0e8E721A C570c56	Ethereum
19.	0xFaC0fa25F54Cf442558E2A7168d5D4b5bF 9983C9	Ethereum

20.	0xd4Dd43AB78094aB326ade2e6560cd5122 7C54684	Ethereum
21.	0xEd11456738F48CA419585742371FC4F8D 02DC8db	Ethereum
22.	0x7D3C8bb265D439E539B478446f14B8A62 675F2f7	Ethereum
23.	axelar1zecwy0950u636e9sftmj99alu2pxper w8wxs28e95rsrcewczzsjare80	Axelar
24.	axelar1tpwstseq7dfpng798jkcqdemjltxjyjk06l rcmedmyatqwcclp7qav7lsp	Axelar
25.	axelar1welqcqq7hkkzehpu4tshpf4ugh4jl7t22 u23830vmunf8fwxfpnskn3gv4	Axelar
26.	axelar1ejg639vvauhg0j7lrr0drt8qzfsac8ylqfxz 007vuwme4qvfr86qy4eupx	Axelar
27.	axelar126drjlnqucnz77t3ngwhnhsck0kmq3s4 dfm34t2eymh8znnv6haqqf903f	Axelar
28.	axelar1m4p90hjn48mxqcca04knkma22ly5yfz s43q0nspgg3lp2hfuglfsyky8ty	Axelar

PRIVATE AND CONFIDENTIAL

1 April 2024

**CHAINAPSIS INC
(KEPLR WALLET)**

BY EMAIL TO
keplr@chainapsis.com
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In October 2023, January 2024, and February 2024, several of our client's assets on the Celestia, Sei, Stargaze, Cosmos and Osmosis blockchains were misappropriated by unknown threat actor(s) via a series of unauthorized transfers (collectively, the "Thefts").
 - b. The unknown threat actors transferred our client's assets from our client's wallet addresses to several wallet addresses listed in "**Annex-A**", which are related to, controlled by and/or owned by the unknown threat actors.
 - c. Thereafter, the unknown threat actors used several wallet addresses listed in "**Annex-B**" to dissipate and launder the stolen assets through a series of transactions.
3. In the circumstances, we write to ask if:
 - a. Chainapsis Inc is able to identify whether any of the wallet addresses listed in Annex-A and Annex-B herein are Keplr wallets;
 - b. If the answer to paragraph 3(a) above is affirmative, whether Chainapsis Inc has collected any information relating to the wallets that generated the wallet addresses listed in Annex-A and Annex-B;
 - c. If so, whether Chainapsis Inc is agreeable to disclose any information and documents collected by Chainapsis Inc in relation to the owners of the wallets that generated the wallet addresses listed in Annex-A and/or Annex-B.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Chainapsis Inc is agreeable to disclose the information requested at paragraph 3 above. If Chainapsis Inc is only willing or able to disclose the information sought at paragraph 3 above following a disclosure

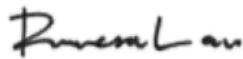
ResourceLaw
in alliance with **ReedSmith**

1 April 2024
Page 2

order against Chainapsis Inc, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024.**

6. All of our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

encl.

cc. Client

Annex-A

S/N	Hostile Wallet Address Directly Receiving the Stolen Assets	Native Blockchain
1.	celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj	Celestia
2.	sei1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfz9enh7	Sei
3.	stars1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxfm4lc6w	Stargaze
4.	cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l	Cosmos
5.	osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d	Osmosis
6.	osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes	Osmosis

Annex-B

S/N	Hostile Wallet Address Used For Dissipation Of The Stolen Assets	Native Blockchain
1.	celestia1xvxx5llevesahqelt2fjssgptsc7m69vhactlh	Celestia
2.	akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3	Akash
3.	osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxftwe	Osmosis
4.	osmo1q0w3uu5lawc343azvsils9zlr4rzectvr85u2v	Osmosis
5.	0x758E54d88BDAb00bE93e898 00D894ffdfF0c63C5	Ethereum
6.	0xE2240450744f67DD61289A6 071c9E72411F20105	Ethereum
7.	0xdEFC7872051Ea8CB160157C23af51E18c013b1Fb	Ethereum
8.	0x6C270f5F08e9 D5B9665fc8218 B4865cdA97826ae	Ethereum
9.	0x37C5EdfE594d 4a090efDD6a1A 5704676c931bB58	Ethereum
10.	0x4480629EB69 b6316E106d70d 7A273635d013Fdcd	Ethereum
11.	0x02c1cc50aF82 31321697FFE65 c777E7F3ab487 68	Ethereum
12.	0x6dC75C1b9F3 6C1e49c15c098e 05DA6585715B0 37	Ethereum
13.	0xdEFC7872051 Ea8CB160157C2 3af51E18c013b1 Fb	Ethereum
14.	0xbC882735bedd79F247D407260C3db8E6f2184159	Ethereum
15.	0x448De027D77EB8c5D7fff3eE1DD2f33C79Dc5877	Ethereum
16.	0xC70887dCd2715051866532931c5d50228DF3cd7	Ethereum
17.	0xA4c66fe2727fE9DFe947af2f530cDC6Fb7b B32D8	Ethereum
18.	0x714E1D6d7194fa6EaA13f0D7B0e8E721A C570c56	Ethereum
19.	0xFaC0fa25F54Cf442558E2A7168d5D4b5bF 9983C9	Ethereum

20.	0xd4Dd43AB78094aB326ade2e6560cd5122 7C54684	Ethereum
21.	0xEd11456738F48CA419585742371FC4F8D 02DC8db	Ethereum
22.	0x7D3C8bb265D439E539B478446f14B8A62 675F2f7	Ethereum
23.	axelar1zecwy0950u636e9sftmj99alu2pxper w8wxs28e95rsrcewczzsjare80	Axelar
24.	axelar1tpwstseq7dfpng798jkcqdemjltxjyjk06l rcmedmyatqwcclp7qav7lsp	Axelar
25.	axelar1welqcqq7hkkzehpu4tshpf4ugh4jl7t22 u23830vmunf8fwxfpnskn3gv4	Axelar
26.	axelar1ejg639vvauhg0j7lrr0drt8qzfsac8ylqfxz 007vuwme4qvfr86qy4eupx	Axelar
27.	axelar126drjlnqucnz77t3ngwhnhsck0kmq3s4 dfm34t2eymh8znnv6haqqf903f	Axelar
28.	axelar1m4p90hjn48mxqcca04knkma22ly5yfz s43q0nspgg3lp2hfuglfsyky8ty	Axelar

PRIVATE AND CONFIDENTIAL

1 April 2024

**CONSENSYS SOFTWARE INC
(METAMASK WALLET)**

BY EMAIL TO
notices@consensys.net
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In October 2023, January 2024, and February 2024, several of our client's assets on the Celestia, Sei, Stargaze, Cosmos and Osmosis blockchains were misappropriated by unknown threat actor(s) via a series of unauthorized transfers (collectively, the "Thefts").
 - b. The unknown threat actors transferred our client's assets from our client's wallet addresses to several wallet addresses listed in "**Annex-A**", which are related to, controlled by and/or owned by the unknown threat actors.
 - c. Thereafter, the unknown threat actors used several wallet addresses listed in "**Annex-B**" to dissipate and launder the stolen assets through a series of transactions, through which the stolen tokens were eventually swapped and bridged into Ethereum.
3. In the circumstances, we write to ask if:
 - a. Consensys Software Inc is able to identify whether any of the wallet addresses listed in Annex-A and Annex-B herein are Metamask wallets;
 - b. If the answer to paragraph 3(a) above is affirmative, whether Consensys Software Inc has collected any information relating to the wallets that generated the wallet addresses listed in Annex-A and Annex-B;
 - c. If so, whether Consensys Software Inc is agreeable to disclose any information and documents collected by Consensys Software Inc in relation to the owners of the wallets that generated the wallet addresses listed in Annex-A and/or Annex-B.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Consensys Software Inc is agreeable to disclose the information requested at paragraph 3 above. If Consensys Software Inc is only willing or able to disclose the information sought at paragraph 3 above

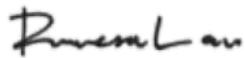
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in alliance with **ReedSmith**

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Page 2

following a disclosure order against Consensys Software Inc, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by close of business, 3 April 2024.

6. All of our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

encl.

cc. Client

Annex-A

S/N	Hostile Wallet Address Directly Receiving the Stolen Assets	Native Blockchain
1.	celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj	Celestia
2.	sei1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfz9enh7	Sei
3.	stars1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxfm4lc6w	Stargaze
4.	cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l	Cosmos
5.	osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d	Osmosis
6.	osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes	Osmosis

Annex-B

S/N	Hostile Wallet Address Used For Dissipation Of The Stolen Assets	Native Blockchain
1.	celestia1xvxx5llevesahqelt2fjssgptsc7m69vhactlh	Celestia
2.	akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3	Akash
3.	osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxftwe	Osmosis
4.	osmo1q0w3uu5lawc343azvsils9zlr4rzectvr85u2v	Osmosis
5.	0x758E54d88BDAb00bE93e898 00D894ffdfF0c63C5	Ethereum
6.	0xE2240450744f67DD61289A6 071c9E72411F20105	Ethereum
7.	0xdEFC7872051Ea8CB160157C23af51E18c013b1Fb	Ethereum
8.	0x6C270f5F08e9 D5B9665fc8218 B4865cdA97826ae	Ethereum
9.	0x37C5EdfE594d 4a090efDD6a1A 5704676c931bB58	Ethereum
10.	0x4480629EB69 b6316E106d70d 7A273635d013Fdcd	Ethereum
11.	0x02c1cc50aF82 31321697FFE65 c777E7F3ab487 68	Ethereum
12.	0x6dC75C1b9F3 6C1e49c15c098e 05DA6585715B0 37	Ethereum
13.	0xdEFC7872051 Ea8CB160157C2 3af51E18c013b1 Fb	Ethereum
14.	0xbC882735bedd79F247D407260C3db8E6f2184159	Ethereum
15.	0x448De027D77EB8c5D7fff3eE1DD2f33C79Dc5877	Ethereum
16.	0xC70887dCd2715051866532931c5d50228DF3cd7	Ethereum
17.	0xA4c66fe2727fE9DFe947af2f530cDC6Fb7b B32D8	Ethereum
18.	0x714E1D6d7194fa6EaA13f0D7B0e8E721A C570c56	Ethereum
19.	0xFaC0fa25F54Cf442558E2A7168d5D4b5bF 9983C9	Ethereum

20.	0xd4Dd43AB78094aB326ade2e6560cd5122 7C54684	Ethereum
21.	0xEd11456738F48CA419585742371FC4F8D 02DC8db	Ethereum
22.	0x7D3C8bb265D439E539B478446f14B8A62 675F2f7	Ethereum
23.	axelar1zecwy0950u636e9sftmj99alu2pxper w8wxs28e95rsrcewczzsjare80	Axelar
24.	axelar1tpwstseq7dfpng798jkcqdemjltxjyjk06l rcmedmyatqwcclp7qav7lsp	Axelar
25.	axelar1welqcqq7hkkzehpu4tshpf4ugh4jl7t22 u23830vmunf8fwxfpnskn3gv4	Axelar
26.	axelar1ejg639vvauhg0j7lrr0drt8qzfsac8ylqfxz 007vuwme4qvfr86qy4eupx	Axelar
27.	axelar126drjlnqucnz77t3ngwhnhsck0kmq3s4 dfm34t2eymh8znnv6haqqf903f	Axelar
28.	axelar1m4p90hjn48mxqcca04knkma22ly5yfz s43q0nspgg3lp2hfuglfsyky8ty	Axelar

PRIVATE AND CONFIDENTIAL

1 April 2024

LEDGER SAS (LEDGER WALLET)

**BY SUBMISSION TO CHATBOT
ON www.support.ledger.com**

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In October 2023, January 2024 and February 2024, several of our client's assets on the Celestia, Sei, Stargaze, Cosmos and Osmosis blockchains were misappropriated by unknown threat actor(s) via a series of unauthorized transfers (collectively, the "**Thefts**").
 - b. The unknown threat actors transferred our client's assets from our client's wallet addresses to several wallet addresses listed in "**Annex-A**", which are related to, controlled by and/or owned by the unknown threat actors. These wallet addresses shall collectively be referred to as "Hostile Wallet Addresses (Immediate)".
 - c. Thereafter, the unknown threat actors used several wallet addresses listed in "**Annex-B**" to dissipate and launder the stolen assets through a series of transactions, through which the stolen tokens were eventually swapped and bridged into Ethereum.
3. In the circumstances, we write to ask if:
 - a. Ledger SAS is able to identify whether any of the wallet addresses listed in Annex-A and Annex-B herein are Ledger wallets;
 - b. If the answer to paragraph 3(a) above is affirmative, whether Ledger SAS has collected any information relating to the wallets that generated the wallet addresses listed in Annex-A and Annex-B;
 - c. If so, whether Ledger SAS is agreeable to disclose any information and documents collected by Ledger SAS in relation to the owners of the wallets that generated the wallet addresses listed in Annex-A and/or Annex-B.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Ledger SAS is agreeable to disclose the information requested at paragraph 3 above. If Ledger SAS is only willing or able to disclose the information sought at paragraph 3 above following a disclosure order against Ledger SAS,

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then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024.**

6. All of our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

encl.

cc. Client

Annex-A

S/N	Hostile Wallet Address Directly Receiving the Stolen Assets	Native Blockchain
1.	celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj	Celestia
2.	sei1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfz9enh7	Sei
3.	stars1r0ctpgx6pe5s9jseme sm3vs9jvm3jgxfm4lc6w	Stargaze
4.	cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l	Cosmos
5.	osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d	Osmosis
6.	osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes	Osmosis

Annex-B

S/N	Hostile Wallet Address Used For Dissipation Of The Stolen Assets	Native Blockchain
1.	celestia1vx5llevesahqelt2fjssgptsc7m69vhactlh	Celestia
2.	akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3	Akash
3.	osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxqtw	Osmosis
4.	osmo1q0w3uu5lawc343azvsils9zlr4r4zectvr85u2v	Osmosis
5.	0x758E54d88BDAb00bE93e898 00D894ffdF0c63C5	Ethereum
6.	0xE2240450744f67DD61289A6 071c9E72411F20105	Ethereum
7.	0xdEFC7872051Ea8CB160157C23af51E18c013b1Fb	Ethereum
8.	0x6C270f5F08e9 D5B9665fc8218 B4865cdA97826ae	Ethereum
9.	0x37C5EdfE594d 4a090efDD6a1A 5704676c931bB58	Ethereum
10.	0x4480629EB69 b6316E106d70d 7A273635d013Fdcd	Ethereum
11.	0x02c1cc50aF82 31321697FFE65 c777E7F3ab487 68	Ethereum
12.	0x6dC75C1b9F3 6C1e49c15c098e 05DA6585715B0 37	Ethereum
13.	0xdEFC7872051 Ea8CB160157C2 3af51E18c013b1 Fb	Ethereum
14.	0xbC882735bedd79F247D407260C3db8E6f2184159	Ethereum
15.	0x448De027D77EB8c5D7fff3eE1DD2f33C79Dc5877	Ethereum
16.	0xcC70887dCd2715051866532931c5d50228DF3cd7	Ethereum
17.	0xA4c66fe2727fE9DFe947af2f530cDC6Fb7b B32D8	Ethereum
18.	0x714E1D6d7194fa6EaA13f0D7B0e8E721A C570c56	Ethereum
19.	0xFaC0fa25F54Cf442558E2A7168d5D4b5bF 9983C9	Ethereum

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20.	0xd4Dd43AB78094aB326ade2e6560cd5122 7C54684	Ethereum
21.	0xEd11456738F48CA419585742371FC4F8D 02DC8db	Ethereum
22.	0x7D3C8bb265D439E539B478446f14B8A62 675F2f7	Ethereum
23.	axelar1zecwy0950u636e9sftmj99alu2pxperw8wxs28e95rsrcewczzsjare80	Axelar
24.	axelar1tpwstseq7dfpng798jkcqdемjltxjyjk06lrcmedmyatqwcclp7qav7lsp	Axelar
25.	axelar1welqcqq7hkkzehpu4tshpf4ugh4jl7t22u23830vmunf8fwxfpnskn3gv4	Axelar
26.	axelar1ejg639vvauhg0j7lrr0drt8qzfsac8ylqfxz007vuwme4qvfr86qy4eupx	Axelar
27.	axelar126drjlnqucnz77t3ngwhnhscck0kmq3s4dfm34t2eymh8znnv6haqqf903f	Axelar
28.	axelar1m4p90hjn48mxqcca04knkma22ly5yfzs43q0nspgg3lp2hfuglfsyky8ty	Axelar

PRIVATE AND CONFIDENTIAL

1 April 2024

Strange Loop Labs AG (Celestia Blockchain)

BY EMAIL TO
legal@celestia.org
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In October 2023, there was an unauthorized transfer from our client's Celestia wallet address celestia16dc379m0qj64g4pr4nkl7ewak52qy2srcsh04u to a Celestia wallet address not controlled by our client: celestia1xvxx5llevesahqelt2fjssgptsc7m69vhactlh ("Celestia Wallet-1xvxx").
 - b. Subsequently, there were two unauthorized transfers from Celestia Wallet-1xvxx to the following Celestia addresses:
 - i. celestia1cylgjyd70mheg3j3e2n7t758r07rarwytaglitr; and
 - ii. celestia1fd3mclxp4e2fh0wpau3eg55x2fsm7yjxzg29j2.
 - c. In January 2024, our client's assets on the Celestia blockchain were misappropriated by unknown threat actor(s) via an unauthorized transfer on the Celestia network.
 - d. In particular, the unknown threat actors transferred our client's assets from our client's Celestia wallet address celestia1083svrca4t350mphfv9x45wq9asrs60ce9xvf to a Celestia wallet address unknown to our client: celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj ("Celestia Wallet-1r0ct"). The transaction hash is: 14910791F4007F61316E3518E9966F730049D0039C5E7CDD1F5853E777618069.
 - e. Thereafter, the unknown threat actors bridged or swapped in various tranches the stolen Celestia tokens in Celestia Wallet-1r0ct to OSMO or axIWETH via the following Osmosis address: osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d.
3. In the circumstances, we write to ask for the following information.
 - a. In general, whether Strange Loop Labs AG collects any information on the users of the Celestia Network; and
 - b. If the answer to paragraph 3(a) above is affirmative, whether Strange Loop Labs AG has collected information relating to the various wallets and transactions described above at paragraph 2; and

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1 April 2024
Page 2

- c. If the answer to paragraph 3(b) above is affirmative, whether Strange Loop Labs AG is agreeable to disclose such information and/or documents collected by Strange Loop Labs AG in relation to the various wallets and transactions described above at paragraph 2.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Theft, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Strange Loop Labs AG is agreeable to disclose the information requested at paragraph 3 above. If Strange Loop Labs AG is only willing or able to disclose the information sought at paragraph 3 above following a disclosure order against Strange Loop Labs AG, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024**.
6. All of our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

cc. Client

PRIVATE AND CONFIDENTIAL

1 April 2024

INTERCHAIN GMBH (Cosmos Network)

BY EMAIL TO
hello@interchain.io
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In October 2023, our client's assets on the BitCanna blockchain were misappropriated by unknown threat actor(s) via a theft transaction. The stolen tokens were eventually swapped into \$ATOM and sent to Cosmos wallet address: cosmos1j8pp7zvcu9z8vd882m284j29fn2dszh05cqvf9, which we understand to be a hot wallet deposit address operated by Binance.
 - b. In January 2024, several of our client's assets on the Cosmos blockchain were misappropriated by unknown threat actor(s) via a theft transaction.
 - c. In particular, the unknown threat actors transferred our client's assets from our client's Cosmos wallet address cosmos1083svrca4t350mphfv9x45wq9asrs60cg0hunp to a Cosmos wallet address unknown to our client: cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l ("Cosmos Wallet-1r0ct") via five transactions. The transaction hashes are:
 - i. 107295BBF3CA19C7BBE46A357622EC1292968F5D2F404C4A3165850030FC C1F7
 - ii. CC7CBD9224F2A93E4F9961DCF2C71AE95E604E32B1A660EFC7F00EB6378 8CA28
 - iii. 9C92D73C9E98188D39F01C17C7D8CCCC21025E89EB358FA8A96D746667C FB157
 - iv. 5B54025BEB3E3EC5E061F4BC9A3951ED711EB45E0FD45DCDFC472519B30 D7025
 - v. AEE1B2F5DF512577655C65A3EDD5F17BC27C9DB2267A3D5F40D0FEDA03E 31CE0
 - d. Thereafter, the unknown threat actors bridged the stolen Cosmos tokens in various tranches from Cosmos Wallet-1r0ct to the following Osmosis address: osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d.

3. In the circumstances, we write to ask for the following information.
 - a. In general, whether Interchain GmbH collects any information on the users of Cosmos; and
 - b. If the answer to paragraph 3(a) above is affirmative, whether Interchain GmbH has collected information relating to the Cosmos wallet addresses and/or transactions listed at paragraph 2 above; and
 - c. If the answer to paragraph 3(b) above is affirmative, whether Interchain GmbH is agreeable to disclose such information and/or documents collected by Interchain GmbH in relation to the Cosmos wallet addresses and/or transactions listed at paragraph 22.b above.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Interchain GmbH is agreeable to disclose the information requested at paragraph 3 above. If Interchain GmbH is only willing or able to disclose the information sought at paragraph 3 above following a disclosure order against Interchain GmbH, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024**.
6. All of our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

cc. Client

PRIVATE AND CONFIDENTIAL

1 April 2024

INTEROP LABS (AXELAR NETWORK)

BY EMAIL TO
sergey@axelar.network
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In January and February 2024, several of our client's assets on the Celestia, Sei, Stargaze, Cosmos, and Osmosis blockchains were misappropriated by unknown threat actor(s) via several instances of theft transactions (collectively, the "**Thefts**").
 - b. Following the Thefts, the unknown threat actors dissipated the stolen tokens via a series of transactions. As part of this dissipation, the unknown threat actors swapped and bridged the stolen tokens through Osmosis to the Ethereum blockchain utilising the Axelar Network via the following Axelar addresses:
 - i. axelar1zecwy0950u636e9sftmzj99alu2pxperw8wxs28e95rsrcewczzsjare80
 - ii. axelar1tpwstseq7dfpng798jkcqdemjtxjyjk06lrcmedmyatqwcclp7qav7lsp
 - iii. axelar1welqcqq7hkkzehpu4tshpf4ugh4jl7t22u23830vmunf8fwxfpnskn3gv4
 - iv. axelar1ejg639vvauhg0j7lrr0drt8qzfsac8ylqfxz007vuwme4qvfr86qy4eupx
 - v. axelar126drjlnqucnz77t3ngwhnhsck0kmq3s4dfm34t2eymh8znnv6haqqf903f
 - vi. axelar1m4p90hjn48mxqcca04knkma22ly5yfzs43q0nspgg3lp2hfuglfsyky8ty
3. In the circumstances, we write to ask for the following information.
 - a. In general, whether Interop Labs collects any information on the users of Axelar Network; and
 - b. If the answer to paragraph 3(a) above is affirmative, whether Interop Labs has collected information relating to the Axelar Network wallet addresses listed at paragraph 2.a above; and

- c. If the answer to paragraph 3(b) above is affirmative, whether Interop Labs is agreeable to disclose such information and/or documents collected by Interop Labs in relation to the Axelar Network wallet addresses listed at paragraph 2.a above.
- 4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
- 5. Please let us know by **close of business, 3 April 2024** if Interop Labs is agreeable to disclose the information requested at paragraph 3 above. If Interop Labs is only willing or able to disclose the information sought at paragraph 3 above following a disclosure order against Interop Labs, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024**.
- 6. All of our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

cc. Client

PRIVATE AND CONFIDENTIAL

1 April 2024

Osmosis Labs (Osmosis Blockchain)

BY EMAIL TO
sunny@osmosis.team
ONLY

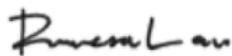
Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In January 2024, several of our client's assets on the Celestia, Sei, Stargaze, and Cosmos blockchains were misappropriated by unknown threat actor(s) via several instances of theft transactions (collectively, the "**Thefts**").
 - b. Following the Thefts, the unknown threat actors bridged or swapped stolen, Celestia, Sei, and Cosmos tokens to various Osmosis wallet addresses, namely:
 - i. osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d
 - ii. osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes
 - iii. osmo1y9ywn8mlsmn6jxujwh08xsevfe60t30gxfqtwe
 - iv. osmo1q0w3uu5lawc343azvsls9zlr4r4zectvr85u2v
 - c. Separately, in January and February 2024, our client's assets on the Osmosis blockchain were misappropriated by unknown threat actor(s) via two instances of theft transactions from our client's Osmosis wallet address: osmo1083svrca4t350mphfv9x45wq9asrs60cq5yv9n to the following Osmosis wallet addresses not in our client's control:
 - i. osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d (transaction hash E2254CC0F397E5072955D16C9D96DBA31DF8AE50DB472DECC029ACE94DD9C126)
 - ii. osmo1zhmjn600jd3ptl00xd6y38gn83m84ea2fsyxes (transaction hash 6070FBDC2E701DB02F004DB81DA12CA326D51B36285FE465923959A01429A5C0)
3. In the circumstances, we write to ask for the following information.

- a. In general, whether Osmosis Labs collects any information on the users of Osmosis; and
 - b. If the answer to paragraph 3(a) above is affirmative, whether Osmosis Labs has collected information relating to the Osmosis wallet addresses and/or transactions listed at paragraph 2.a above; and
 - c. If the answer to paragraph 3(b) above is affirmative, whether Osmosis Labs is agreeable to disclose such information and/or documents collected by Osmosis Labs in relation to the Osmosis wallet addresses and/or transactions listed at paragraph 2.a above.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
 5. Please let us know by **close of business, 3 April 2024** if Osmosis Labs is agreeable to disclose the information requested at paragraph 3 above. If Osmosis Labs is only willing or able to disclose the information sought at paragraph 3 above following a disclosure order against Osmosis Labs, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024**.
 6. All of our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

cc. Client

PRIVATE AND CONFIDENTIAL

1 April 2024

OVERCLOCK LABS (AKASH NETWORK)

BY EMAIL TO
greg@ovrclk.com
greg@akash.network
ONLY

Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In January 2024, several of our client's assets on the Celestia, Sei, Stargaze, Cosmos, and Osmosis blockchains were misappropriated by unknown threat actor(s) via several instances of theft transactions (collectively, the "**Thefts**").
 - b. Following the Thefts, the unknown threat actors dissipated the stolen tokens via a series of transactions. In one part of this series of transactions, there was a transfer of tokens to the following Akash address: akash1y9ywn8mlsmn6jxujwh08xsevfe60t30grf7up3 (transaction hash F7758EC70E7F810DE67135517DC79FF363DD02F6A25259960097289665DA45BF).
3. In the circumstances, we write to ask for the following information.
 - a. In general, whether Overclock Labs collects any information on the users of Akash; and
 - b. If the answer to paragraph 3(a) above is affirmative, whether Overclock Labs has collected information relating to the Akash wallet address and/or transaction listed at paragraph 2.a above; and
 - c. If the answer to paragraph 3(b) above is affirmative, whether Overclock Labs is agreeable to disclose such information and/or documents collected by Overclock Labs in relation to the Akash wallet address and/or transaction listed at paragraph 2.a above.
4. The information requested by our client at paragraph 3 above is necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Overclock Labs is agreeable to disclose the information requested at paragraph 3 above. If Overclock Labs is only willing or able to disclose the information sought at paragraph 3 above following a disclosure order against Overclock Labs, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and



1 April 2024
Page 2

preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by close of business, 3 April 2024.

6. All of our client's rights are reserved.

Best Regards,

A handwritten signature in black ink that appears to read "ResourceLaw".

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

cc. Client

1 April 2024

PUBLIC AWESOME LLC (STARGAZE)

BY EMAIL TO
legal@stargaze.zone
ONLY

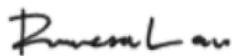
Dear Sirs,

REQUEST FOR INFORMATION

1. We act for Notional Pte Ltd.
2. We are instructed that:
 - a. In January 2024, our client's assets on the Stargaze blockchain were misappropriated by unknown threat actor(s) via an unauthorized transfer on the Stargaze network (the "Theft").
 - b. In particular, the unknown threat actors transferred our client's assets over 12 tranches from our client's Stargaze wallet address stars1083svrca4t350mphfv9x45wq9asrs60cunqpcs to a Stargaze wallet address unknown to our client: stars1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxfm4lc6w ("Stargaze Wallet-1r0ct"). The transaction hashes are:
 - i. AC493F58BD807819BC33C26D4EEE3A910FA5F669F8466BA4B7FA2DD099B89A21
 - ii. 0587FEAFFE7BF1513554EFF934FDAC32FB3F4697D25870590A6D01D1B0EE37A0
 - iii. D69A7857E849519688E51CB477FAA23C96F4CA8660C56BC0F5886B5D2C48D5FD
 - iv. C70339CCDF073E941411F2095B5EF4695EA41FF134EF9DDDE55CA51833B7F31C
 - v. D640D7D61FC8A8EF3BA74E3916A9DBD3E654416DA492C21CB0947FB42B655AB4
 - vi. 1A4A8E45FA338F048E3BAE422E93A601246D8D58715AB33680BCAA4A22B7546F
 - vii. F3BD59BC0A57DF9B4EF5F857D03965B9DB767597A7A420F179F595818F392D58
 - viii. AFF010495BD991D85CDA2B36E0FEA6063F853B726670F4CEAE3D45A7D615AD92
 - ix. FFE75229A42F525D527A8724CB7B6227C11BE626BC5F2CBE73F87FD42BC5A8E1
 - x. 672A96DF05C92193573ABFE6587A8FD08D58567FDF65BF0780E7E4C4AC427ABB
 - xi. B0FEDE6FBFCB6EA86E315A0DB2D9DA5AF3F6305C11F5253AA023AB8A54BEF0B1
 - xii. 7D7C532CB6A683403E4324F88ADC7ABD4FC6129D5F625013CA0B866A9FD2D692

3. In the circumstances, we write to ask for the following information.
 - a. In general, whether Public Awesome LLC collects any information from the users of the Stargaze Network; and
 - b. If the answer to paragraph 3(a) above is affirmative, whether Public Awesome LLC has collected information relating to Stargaze Wallet-1r0ct or the transactions described above at paragraph 2.a; and
 - c. If the answer to paragraph 3(b) above is affirmative, whether Public Awesome LLC is agreeable to disclose such information and/or documents collected by Public Awesome LLC in relation to Stargaze Wallet-1r0ct or the transactions described above at paragraph 2.
4. The information requested by our client at paragraph 3 above are necessary to assist in the identification of the unknown threat actor(s) involved in the Thefts, and the ultimate recovery of the stolen funds.
5. Please let us know by **close of business, 3 April 2024** if Public Awesome LLC is agreeable to disclose the information requested at paragraph 3 above. If Public Awesome LLC is only willing or able to disclose the information sought at paragraph 3 above following a disclosure order against Public Awesome LLC, then we would be grateful if you could let us know, and our client will proceed to obtain such an order. Given the urgency needed to protect and preserve our client's stolen assets and the ease of dissipation of these digital assets, we would be grateful for your response by **close of business, 3 April 2024**.
6. All of our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

cc. Client

Lim, Tessa (SGA)

From: Trust Wallet Support <support@trustwallet.com>
Sent: Monday, April 1, 2024 6:47 PM
To: Lim, Tessa (SGA)
Subject: Ticket Received - Request for Information - Letter to DApps Platform, Inc (Trust wallet)

External E-Mail - FROM support@trustwallet.com <support@trustwallet.com>

Thank you for contacting **Trust Wallet Support Team**.

Your request 742428 has been received and is being reviewed by our support team.

We will get back to you within **1-2 days (typically within 12-24 hours)**.

If you don't see a response to your request in 48 hours, please check your spam folder and white list our emails via this guide [[here](#)]

Alternatively, you can use the **Trust Wallet Troubleshooter** to find solutions for your concern.

Visit our [Help Center](#) for [FAQs](#) and [Guides](#) about **Trust Wallet**.

To add additional comments, please reply to this email.

Lim, Tessa (SGA)

From: hello@rainbow.me
Sent: Monday, April 1, 2024 6:39 PM
To: Lim, Tessa (SGA)
Subject: Re: Request for Information - Letter to Rainbow Studio, INC (Rainbow Wallet)

External E-Mail - FROM hello@rainbow.me <hello@rainbow.me>



This message could be suspicious

- The sender's email address couldn't be verified.
- No employee in your company has ever replied to this person.

[Report or Mark as Safe](#)

Hey there,

Thanks for reaching out to Rainbow! Our support team is currently away due to the **holiday**, but we've received your request and can't wait to help!

While we're away, we would in the meantime strongly recommend checking out our Knowledge Base first as it includes helpful guides and how-to articles that may be able to help with your issue: <https://rainbow.me/support>
If our Knowledge Base doesn't answer your question, make sure to upgrade to the latest version in the App Store:
<https://apps.apple.com/us/app/rainbow-ethereum-wallet/id1457119021> or Google Play Store:
<https://play.google.com/store/apps/details?id=me.rainbow>

If you have questions pertaining to points, make sure to also check out rainbow.me/points for additional details!

If the above solutions aren't able to help or don't cover your request, please **reply** to this message with some additional details outlined below so our team can get you squared away more effectively and quickly:

- public wallet address(es)
- transaction hashes or direct links to Etherscan, Polygonscan, Arbiscan, etc.
- error messages
- screenshots

We'll re-connect within 24 to 48 hours during **regular operating hours**. Our normal operating hours will re-begin on: **Tuesday, April 2nd** between 12 PM to 8 PM EST.

We can't wait to hear from you! Thanks again for supporting Rainbow!

Lim, Tessa (SGA)

From: KuCoin <support@kucoin.com>
Sent: Tuesday, April 2, 2024 7:02 PM
To: Lim, Tessa (SGA)
Subject: KuCoin Support

External E-Mail - FROM support@kucoin.com <support@kucoin.com>

##- Please type your reply above this line -##

This is an automatically generated email by system

Dear KuCoin User,

Regarding your request (3834994), we would like to acknowledge that we have received your email. Due to a high volume of inquiries at the moment, our customer service team is actively working to address all concerns. We apologize for any delay this may have caused, please rest assured that we will respond to your email as soon as possible. We appreciate your patience during this time.

To avoid delays in resolving your issues, please refrain from submitting multiple tickets.

In the meantime, we recommend that you visit our Help Center articles for more information about your question. It may provide you with the assistance you need:

<https://www.kucoin.com/support>

Thank you!
KuCoin Customer Service Team

This email is a service from KuCoin.

Lim, Tessa (SGA)

From: Ledger Support <support@ledger.fr>
Sent: Wednesday, April 3, 2024 2:35 AM
To: Lim, Tessa (SGA)
Subject: Re: Ledger Support - Case 1565810

External E-Mail - FROM Ledger Support <support@ledger.fr>

 **This message needs your attention**

- No employee in your company has ever replied to this person.

[Report or Mark as Safe](#)



Hello,

I hope you're doing well today, this is Christina from Ledger.

Thank you for attaching this official request for information. I have sent this directly to our legal team for them to review. I will let you know as soon as I hear back from them regarding this matter.

Please let me know if you have any additional questions, or if you have any additional information you would like to provide.

Thanks,

Christina
Ledger Support

Visit the [Ledger Academy](#) to learn more about what Ledger does for you and

your assets.

Our essentials - [Ledger Nano X](#), [Ledger Nano S+](#), [Ledger Backup Pack](#).

Add an extra security layer to your assets with a [Cryptosteel](#), [Billfodl](#), or [Cryptotag Zeus](#).



This email was sent to you because you requested support at [support.Ledger.com](#).

We respect your right to privacy. Read our Privacy Policy and Cookie Policy. © Ledger SAS 2023. All rights reserved. Ledger brands are registered trademarks of Ledger SAS. Ledger SAS, 1 rue du Mail, 75002 Paris.





2 April 2024

Resource Law LLC

10 Collyer Quay #18-01
Ocean Financial Centre
Singapore 049315

By E-mail Only: aaw@resourcelawasia.com / atiwari@resourcelawasia.com /
TLim@resourcelawasia.com

Attention: Adrian Aw / Anand Tiwari / Tessa Lim

Dear Sirs

NOTIONAL PTE LTD – REQUEST FOR INFORMATION

1. We refer to your letter dated 1 April 2024 to legal@binance.com that was addressed to “Binance Holdings Ltd” and “Binance Asia Services Pte Ltd”.

Preliminary Matters

2. We assume that your client intended to address the request to the Binance.com exchange. Please note that Binance’s Terms of Use (<https://www.binance.com/en/terms>) define Binance as “Nest Services Limited (a company incorporated under the laws of the Republic of Seychelles with registration number 238045 and address at House of Francis, Room 303, Ile Du Port, Mahe, Seychelles)”. Please direct further correspondence (and your client’s application) to Nest Services Limited – you may continue writing to legal@binance.com and we will respond on behalf of the Binance.com exchange.
3. Specifically in relation to Binance Asia Services Pte Ltd, this was only historically involved in the operations of the Binance.sg exchange (which is a separate exchange from Binance.com). It is public knowledge that Binance.sg has ceased operations since 13 February 2022. It does not appear that your client is requesting information on the Binance.sg exchange given the timeframe involved for the matters raised in your letter, so we will proceed on the basis that your client is only requesting information on users of Binance.com.
4. We understand your client’s position to be that:
 - (a) 93,293 of your client’s BitCanna (“BCNA”) tokens (the “**BCNA Tokens**”) were allegedly misappropriated in or around 23 December 2023;
 - (b) these BCNA Tokens were allegedly bridged to a Cosmos address `cosmos1dl7w3myyfmnarh0t5uxmy7qe6szagz3k86rpac`;
 - (c) the Cosmos funds were allegedly transferred to an address “`cosmos1j8pp7zvcu9z8vd882m284j29fn2dszh05cqvf9`” (the “**Cosmos Deposit Address**”); and
 - (d) 9,030 of your client’s Celestia tokens (“TIA”) were allegedly misappropriated on or around 31 October 2023 and transferred to a Celestia wallet address `celestia1fd3mclxp4e2fh0wpau3eg55x2fsm7yxzg29j2` (the “**Celestia Deposit Address**”).
5. As will be explained further below, your client’s labelling of the Cosmos Deposit Address as the “BCNA Hot Wallet Address” is misconceived. As the name suggests, this was a *Cosmos* address and not a *BCNA* address (and not technically a “hot wallet” address). Similarly the Celestia Deposit Address was not technically a “hot wallet” address (as explained further below).

6. Binance is in-principle agreeable to disclose information on the Binance accounts in relation to the transfers allegedly linked to your client's misappropriated funds – however, we will require a Court disclosure order and there are important technical clarifications and further information we require for us to identify any relevant Binance accounts in the first place. For avoidance of doubt, we do not comment on and make no admissions as to the merits of any purported tracing exercise (and the obligation is on your client to conduct the tracing exercise instead of Binance), whether any funds purportedly identified still remain in any Binance accounts, and/or the merits of your client's claim. These are all issues for the Court to determine, although Binance is in-principle not minded to object to any court order.

Clarifications on wallets, deposit addresses, and Binance hot wallets

7. We set out below important clarifications on “wallets”, deposit addresses, and Binance’s hot wallets and/or pooled funds wallets. We appreciate these are technical matters – if you require any further explanation or clarification in this regard, please let us know and we would be happy to elaborate further. With that in mind, we set out a brief overview of how Binance’s pooled funds hot wallets work vis-a-vis user’s transactions on Binance.com.
8. A Binance deposit address is generated for a Binance user to deposit cryptocurrencies, and is assigned to the user’s Binance account for this purpose.
9. Once any assets are transferred to the deposit wallet address and the deposit is validated, an amount equivalent to the deposited assets is credited to the user’s Binance account via the ledger. A user’s entitlement to the cryptocurrencies as well as transactions involving the user’s cryptocurrencies (including subsequent withdrawals) are tracked by reference to the user’s Binance account rather than their deposit addresses. As explained above, the deposit wallet address is just used to receive deposits.
10. Binance users’ assets are periodically swept from deposit addresses into Binance’s pooled funds wallets or hot wallets. These hot wallets are used to store cryptocurrency deposited by *multiple* Binance users. These transfers are recorded in the public blockchain. For more information see: <https://www.binance.com/en/blog/all/how-and-why-assets-move-between-binance-wallets-4835275628753556476>.
11. Each user’s entitlement to cryptocurrency is tracked by reference to the balance in their Binance account ledger, rather than the balance in an individual deposit address or Binance’s hot wallets. Similarly, any tracing of funds from a Binance account would refer to the transaction history of the account, as opposed to the technical sweeping of funds to the hot wallet (as the funds may have subsequently been withdrawn by the user even if they were *initially* swept into Binance’s hot wallets).
12. Thus, where a request is made to disclose information on a Binance account, we will first need to identify the Binance account (as opposed to the Binance hot wallet or deposit address) and then be able to provide the transaction history of the Binance account based on the account’s ledger. Similarly, where there is an order to freeze or disable withdrawals, transfers or transactions, this relates to restrictions placed over a Binance user account as opposed to a freeze over the Binance hot wallet.

Binance accounts relating to the Cosmos Deposit Address and Celestia Deposit Address are identified based on Memo IDs

13. Here, the Cosmos Deposit Address and the Celestia Deposit Address are actually deposit addresses (not hot wallet addresses). However, for Cosmos and Celestia deposits, *all* Binance users use the **same** deposit address for transactions on the Cosmos and Celestia network to deposit funds into their respective accounts. Deposits by individual users are instead differentiated through a Memo ID (to link the funds to their specific Binance account). Every Binance user who deposits funds through the Cosmos Deposit Address or Celestia Deposit Address will therefore have a unique Memo ID to identify deposits that are intended to be credited to their Binance account.

14. It would be meaningless and impractical to provide all transactions relating to the Cosmos Deposit Address and the Celestia Deposit Address as these would not identify the individual Binance user who made those deposits. The request as framed in paragraph 5 of your letter is therefore not workable as it would be so broad that it includes ***all*** Binance users who use the Cosmos or Celestia network. We trust you would appreciate that the request should be reframed to include the Memo IDs (and transaction IDs) of those transactions instead.
15. **Please provide us with the respective Memo IDs (and as always the transactions IDs) for the Cosmos Deposit Address and the Celestia Deposit Address for us to identify the relevant Binance that made those transfers.** Given that your client appears to have undertaken some tracing analysis to identify specific transactions allegedly traceable to your client's misappropriated funds, we trust that your client will be able to provide this information. For avoidance of doubt, any court order obtained by your client would similarly have to include the Memo ID for the disclosure order to be practically workable – and any reference to "hot wallet addresses" would be inaccurate.
16. Once a Binance account is identified based on the information at paragraph 15 above, disclosure pursuant to a court order will be provided based on the specific Binance account (including the KYC information on the owner of the Binance account, cryptocurrency deposits and withdrawals, transactions, etc).
17. In the event your client wishes for funds in any identified Binance accounts to be frozen (although we note your client has not made such request yet), we will similarly require a court order. We are open to discussing courtesy freezes (i.e. temporary disabling of all trades and withdrawals), but this will depend on the specifics of the Binance accounts identified, the funds identifiable by your client, and your client's ability to subsequently obtain a court order in a timely manner within 7 days.
18. For the avoidance of doubt, any response by Binance to any court order would neither be a submission to the jurisdiction of the court - our rights to challenge that jurisdiction would be fully reserved (although as explained in this case we are not minded to object) - nor would it mean that the same approach would be taken in any other matter.
19. All of Binance's rights are expressly reserved.

Yours faithfully

Binance

Binance Legal

PRIVATE AND CONFIDENTIAL

8 April 2024

NEST SERVICES LIMITED
House of Francis, Room 303
Ile Du Port
Mahe, Seychelles

BY EMAIL TO
legal@binance.com
ONLY

Dear Sirs,

RE: REQUEST FOR INFORMATION

Dear Sirs,

1. We refer to your letter dated 2 April 2024.
2. Thank you for the prompt response. We understand from your letter that Binance is in-principle agreeable to disclose information on the Binance accounts requested. We also understand that Binance will require:
 - a. Memo IDs and transaction IDs in respect of the transactions in question; and
 - b. a court disclosure being obtained by our client that Binance is not opposed to our client's application for disclosure of information, subject to a revised scope of information sought (as set out in paragraph 4 below).

Request for Information

3. With reference to paragraph 15 of your letter, the Memo IDs and transaction hashes of the TIA and ATOM deposits into Binance are as follows:

S/N	Deposit Amount	Date / Time Of Deposit	Deposit Address	Transaction Hash	Memo ID
1	10 TIA	31/10/23 4:19 PM (UTC)	celestia1fd3mclx p4e2fh0wpau3eg55x2 fsm7yjxzg29j2	2F5B00E688F2CC03483AC FD346CF78AA357F959E6 8C72C318A9602FC257BB767	103763025
2	152.5 ATOM (swapped from 93,293 BCNA)	23/12/23 4:28 AM (UTC)	cosmos1j8pp7 zvcu9z8vd882m 284j29fn2dszh0 5cqvf9	73CFE6CE985A0F6D6FDA2 19313863AC98862C966912 00C29E90 9219E83E286A1	103571931

4. Given your position at paragraphs 6, 15, and 16 of your letter, we trust that Binance has no objections to our client's application for an order from the Singapore Court for the disclosure of information in relation to:

- (a) The Binance users as identified from the information provided in paragraph 3 above, including but not limited to all KYC information collected by Binance on the relevant Binance user(s);
 - (b) The deposits, withdrawals and transactions performed by the Binance users identified in paragraph 4(a) above, in relation to the 10 TIA and 152.5 ATOM that was deposited into Binance.
5. Given your position at paragraphs 6, 15, and 16 of your letter, we trust that Binance is agreeable to the revised scope of the information sought. We will provide the relevant Court orders in due course.

Courtesy Freeze

- 6. With reference to paragraph 17 of your letter, our client intends to seek a proprietary injunction from the Singapore courts against the 10 TIA and 152.5 ATOM which was deposited into Binance, as well as a Mareva injunction against any person or entity who carried out, participated in or assisted in the theft of Notional's cryptocurrency assets on or around 31 October 2023 or 23 December 2023, which may include the Binance users who deposited the funds pursuant to the transaction hashes and Memo IDs set out at paragraph 3 above.
- 7. We intend to file the application for these orders within the next 7 days.
- 8. Please let us know if Binance is agreeable to a courtesy freeze in the meantime, commencing from 8 April 2024 to the date that our client obtains the injunctions described at paragraph 6 above or 15 April 2024, whichever is earlier.

Acceptance of Service via Email

- 9. Finally, you have identified Nest Services Limited (an entity incorporated in the Seychelles) ("NSL") as the entity operating the Binance.com exchange. You have also requested that we direct further correspondence and our client's intended court applications to NSL via email to legal@binance.com.
- 10. Under Singapore law, the Court's approval to serve out of Singapore is not required if service out of Singapore is allowed under a contract between parties. Given that Binance has been corresponding with our client via this email address, please confirm that NSL agrees to accept service of the application for disclosure and the subsequent Court orders made (including the injunctions and disclosure orders), via email to legal@binance.com.

ResourceLaw
in alliance with **ReedSmith**

8 April 2024
Page 3

11. Thank you.
12. All our client's rights are reserved.

Best Regards,



Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

cc. Client



11 April 2024

Resource Law LLC

10 Collyer Quay #18-01
Ocean Financial Centre
Singapore 049315

By E-mail Only: aaw@resourcelawasia.com / atiware@resourcelawasia.com /
TLim@resourcelawasia.com

Attention: Adrian Aw / Anand Tiwari / Tessa Lim

Dear Sirs

NOTIONAL PTE LTD – REQUEST FOR INFORMATION

1. We refer to your letters dated 1 April 2024 and 8 April 2024 (“**your 8 April Letter**”). We refer also to our letter dated 4 April 2024 and adopt the definitions started therein unless otherwise stated.

Disclosure of information on two identified Binance accounts

2. Based on the Memo IDs now provided at paragraph 3 of your 8 April Letter, we have identified two Binance accounts and have no objections to your client’s application to the Singapore Court for disclosure of information specified at paragraph 4 of your 8 April Letter.
3. Binance is agreeable to disclose such information to your client within 7 days of receiving any court order. Without prejudice to our position on the Singapore Court’s jurisdiction over Nest Services Limited, which is fully reserved, you may send the court papers by email to legal@binance.com and Binance will cooperate.
4. Whilst not specified in your previous correspondence, in the interest of saving costs and given the basis of cooperation that Binance is agreeable to respond to any court order, Binance proposes to dispense with the need to provide the information and documents by way of affidavit. If your client insists on Binance providing the documents strictly by way of an affidavit to be filed with the Singapore Court:
 - (a) Binance will need to engage external legal representation and, in such an event, Binance will be constrained to look to your client to pay for Binance’s costs of such external legal representation; and
 - (b) Binance reserves the right to request more time to respond on affidavit.

Courtesy freeze

5. In relation to your client’s request for a courtesy freeze, solely as a matter of courtesy, Binance is agreeable to place temporary restrictions on the two Binance accounts subject to the following clarifications:
 - (a) Whilst we have located 2 Binance accounts based on the information provided, there are insufficient remaining funds for Binance to identify the specific assets of 10 TIA and 152.5 ATOM in the two Binance accounts. In the circumstances, we have disabled all

trades and withdrawals for the two Binance accounts, to provide your client with time to obtain a court order and for your client to conduct the necessary tracing exercise.

- (b) Please update us by no later than 18 April 2024 on the status of any court order or application.
 - (c) For avoidance of doubt, Binance's implementing of the courtesy freeze in no way acknowledges that we have an obligation to conduct any tracing exercise on behalf of your client. Indeed, the burden should be on your client – after receiving the relevant disclosures – to conduct the necessary tracing exercise to determine what remaining assets (if any) are traceable to your client's allegedly misappropriated BCNA Tokens and seek the Court's relief in that regard.
6. As a result of any courtesy freezes or court ordered freezes, your client would appreciate that the mere restrictions of an account may (and indeed often does) draw attention or raise complaints from the affected user. Binance will be placed in a difficult position because of any freezes - if we do not respond to a user's query on the freeze, this would adversely affect our reputation (as it would appear that Binance has disabled the account without basis) and could lead to a potential claim against us for the freeze.
 7. Please confirm that if any of the affected users reach out to us on the freeze, whether your clients have any objections to us informing the user that restrictions have been placed on the account pursuant to proceedings in the Singapore Court by a client of Resource Law in alliance with ReedSmith (without naming your client) and providing your contact details for the user to contact you on the restrictions. If you are not agreeable to this approach, and if your client intends to take out a sealing order or gag order, please let us have any other proposed wording for us to respond to any affected users.
 8. For avoidance of doubt: (a) we make no guarantees or representations as to whether any cryptocurrency traceable to your client's misappropriated tokens still remain in the two identified Binance accounts; (b) any disclosures provided and restrictions placed on the Binance accounts are made without any admission as to the merits of your client's case and/or the accuracy of your client's tracing exercise; and (c) any cooperation by Binance in this instance does not mean that the same approach would be taken in any other matter.
 9. All of Binance's rights are expressly reserved.

Yours faithfully

Binance

Binance Legal



29 April 2024

Resource Law LLC

10 Collyer Quay #18-01
Ocean Financial Centre
Singapore 049315

By E-mail Only: aaw@resourcelawasia.com / atiware@resourcelawasia.com /
TLim@resourcelawasia.com

Attention: Adrian Aw / Anand Tiwari / Tessa Lim

Dear Sirs

NOTIONAL PTE LTD – REQUEST FOR INFORMATION

1. We refer to your letters dated 1 April 2024 and 8 April 2024. We refer also to our letters dated 4 April 2024 and 11 April 2024 (the “**11 April Letter**”) and adopt the definitions stated therein unless otherwise stated.
2. Further to our 11 April Letter, please update us if your client has taken out any court proceedings or obtained a court order. We had asked for a response by 18 April 2024 and have not heard further from your client.
3. As a result of the courtesy freeze which we have extended to your client solely out of goodwill, your client would appreciate that the restrictions of an account naturally draws attention or raise complaints from the affected user. Binance will be placed in a difficult position because of the freeze - if we do not respond to a user’s query on the freeze, this would adversely affect our reputation (as it would appear that Binance has disabled the account without basis) and could lead to a potential claim against us for the freeze. This is especially in circumstances where we have granted a courtesy freeze and your client still has not provided any court order or (at the very least) updated us on the status of any court application.
4. In this case, one user has repeatedly complained about the freeze on his account. If we do not hear further from you **by 10am on Thursday, 2 May 2024**, we will take it that your client no longer intends to pursue the freezing of the accounts identified and we will proceed to unfreeze the accounts.
5. If your client still intends to pursue the freezing of the accounts identified, please also inform us of your client’s position on paragraphs 6 and 7 of our letter dated 11 April 2024 and whether your client is agreeable that we provide your firm’s contact details to any affected users who raise complaints about the freeze.
6. All of Binance’s rights are expressly reserved.

Yours faithfully

Binance

Binance Legal

Lim, Tessa (SGA)

From: Binance Legal <legal@binance.com>
Sent: Thursday, May 2, 2024 9:53 AM
To: Tiwari, Anand (SGA)
Cc: Aw, Adrian (SGA); Rooke, Hagen; Cooke, Timothy; Chan, Min Jian; Townsend, Matthew; Wong, Jill; Lim, Tessa (SGA)
Subject: Re: Request for Information - Letter to Binance Exchange

External E-Mail - FROM legal@binance.com <legal@binance.com>

Dear Sirs

We refer to your email below and our previous correspondence.

Given that your client intends to file the court papers by the end of this week, we will extend the courtesy freezes for a further 5 days on the basis that a court order (or interim order) should be obtainable within that time. Please keep us posted.

All of Binance's rights are expressly reserved.

Regards
Binance

On Thu, May 2, 2024 at 1:03 AM 'Tiwari, Anand (SGA)' via legal <legal@binance.com> wrote:

Dear Sirs

1. We refer to your letters dated 11 April 2024 ("11 April Letter") and 29 April 2024 ("29 April Letter").
2. Our client is grateful for the courtesy freeze which you have extended to our client out of goodwill. We confirm that we are in the process of finalizing the Court papers for the application to, amongst others, freeze the Binance user accounts identified, with a view to filing the application by the end of this week. Our client would be grateful if you could therefore extend the courtesy freeze over the Binance user accounts identified until the end of this week.
3. With respect to paragraphs 6 and 7 of your 11 April Letter as well as paragraphs 3, 4 and 5 of your 29 April Letter, our client confirms that it is agreeable for Binance to notify the affected user(s) that "*restrictions have been placed on the account pursuant to potential proceedings in the Singapore Court by a client of Resource Law in alliance with Reed Smith*" and for Binance to provide the following email addresses for the user to contact us on the restrictions:
 - a. Adrian Aw – aaw@resourcelawasia.com

b. Anand Tiwari – atiwari@resourcelawasia.com

c. Tessa Lim – tlim@resourcelawasia.com

4. All our client's rights are reserved.

Kind regards

Anand

Anand Tiwari | Associate | D: +65 6805 7323 | M: +65 8522 7056 | atiwari@resourcelawasia.com

ResourceLaw

in alliance with ReedSmith

10 Collyer Quay
#18-01
Ocean Financial Centre
Singapore 049315

From: Binance Legal <legal@binance.com>

Sent: Monday, April 29, 2024 16:43

To: Lim, Tessa (SGA) <TLim@resourcelawasia.com>

Cc: Aw, Adrian (SGA) <aaw@resourcelawasia.com>; Tiwari, Anand (SGA) <ATiwari@resourcelawasia.com>; Rooke, Hagen <H.Rooke@reedsmith.com>; Cooke, Timothy <TCooke@reedsmith.com>; Chan, Min Jian <MJChan@reedsmith.com>; Townsend, Matthew <Matthew.Townsend@reedsmith.com>; Wong, Jill <Jill.Wong@reedsmith.com>

Subject: Re: Request for Information - Letter to Binance Exchange

External E-Mail - FROM legal@binance.com <legal@binance.com>

Dear Sirs

Please see our urgent letter attached.

Regards

Binance

On Thu, Apr 11, 2024 at 12:41 PM Binance Legal <legal@binance.com> wrote:

Dear Sirs

Please see our letter attached.

Regards

Binance

On Mon, Apr 8, 2024 at 10:20 AM 'Lim, Tessa (SGA)' via legal <legal@binance.com> wrote:

Dear Sirs,

Please refer to the attached letter.

Thank you.

Kind Regards

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

ResourceLaw**in alliance with ReedSmith**

10 Collyer Quay
#18-01
Ocean Financial Centre
Singapore 049315

From: Binance Legal <legal@binance.com>
Sent: Wednesday, April 3, 2024 12:32 AM
To: Lim, Tessa (SGA) <TLim@resourcelawasia.com>
Cc: Aw, Adrian (SGA) <aaw@resourcelawasia.com>; Tiwari, Anand (SGA) <ATiwari@resourcelawasia.com>; Rooke, Hagen <H.Rooke@reedsmith.com>; Cooke, Timothy <TCooke@reedsmith.com>; Chan, Min Jian <MJChan@reedsmith.com>; Townsend, Matthew <Matthew.Townsend@reedsmith.com>; Wong, Jill <Jill.Wong@reedsmith.com>
Subject: Re: Request for Information - Letter to Binance Exchange
Importance: High

External E-Mail - FROM [<legal@binance.com>](mailto:legal@binance.com)

Dear Sirs / Madams

Please see our letter attached.

Regards

Binance

On Mon, Apr 1, 2024 at 6:55 PM 'Lim, Tessa (SGA)' via legal <legal@binance.com> wrote:

Dear Sirs,

Please refer to the attached letter.

Thank you.

Kind Regards

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

Adrian Aw | Director | T +65 6805 7328 | M +65 9838 9545 | Notary Public | Commissioner for Oaths |
E aaw@resourcelawasia.com

Anand Tiwari | Associate | D: +65 6805 7323 | M: +65 8522 7056 | atiwari@resourcelawasia.com

Tessa Lim | Associate | D: +65 6805 7327 | M: +65 9679 9462 | TLim@resourcelawasia.com

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Singapore 049315

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e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation. Please contact us at contact@resourcelawasia.com if you need assistance.

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RSRLAv12021

Lim, Tessa (SGA)

From: Greg Osuri <greg@ovrclk.com>
Sent: Wednesday, April 3, 2024 8:37 AM
To: Lim, Tessa (SGA)
Cc: Aw, Adrian (SGA); Tiwari, Anand (SGA); Rooke, Hagen; Cooke, Timothy; Chan, Min Jian
Subject: Re: Request for Information - Letter to Overclock Labs (Akash Network)

Importance: High

External E-Mail - FROM greg@ovrclk.com <greg@ovrclk.com>

 **This message could be suspicious**

- Similar name as someone you've contacted.
- The sender's email address couldn't be verified.

[Report or Mark as Safe](#)

Overclock has no ability to collect information about Akash token holders unless disclosed voluntarily by the holder.

Can't help you there.

Greg Osuri
CEO, Overclock Labs,
Founder, [Akash Network](#)

Sent via [Superhuman](#)

On Mon, Apr 01, 2024 at 5:09 AM, Tessa <TLim@resourcelawasia.com> wrote:

Dear Sirs,

Please refer to the attached letter.

Thank you.

Kind Regards

Resource Law LLC

Adrian Aw | Director | T +65 6805 7328 | M +65 9838 9545 | Notary Public | Commissioner for Oaths |
E aaw@resourcelawasia.com

Anand Tiwari | Associate | D: +65 6805 7323 | M: +65 8522 7056 | atiwari@resourcelawasia.com

Tessa Lim | Associate | D: +65 6805 7327 | M: +65 9679 9462 | TLim@resourcelawasia.com

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RSRLAv12021

Lim, Tessa (SGA)

From: eXch Admin <admin@exch.cx>
Sent: Friday, April 5, 2024 8:00 PM
To: Lim, Tessa (SGA)
Cc: Aw, Adrian (SGA); Tiwari, Anand (SGA); Rooke, Hagen; Cooke, Timothy; Chan, Min Jian
Subject: Re: Request for Information - Letter to eXch.cx

Importance: High

External E-Mail - FROM eXch Admin <admin@exch.cx>

**This message needs your attention**

- No employee in your company has ever replied to this person.

[Report or Mark as Safe](#)

Hello,

thank you very much for this information. We have forwarded it to our legal team for a further review. Once there is a law enforcement request on this case, we will be glad to help.

On 4/1/24 06:25, Lim, Tessa (SGA) wrote:

Dear Sirs,

Please refer to the attached letter.

Thank you.

Kind Regards

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

Anand Tiwari | Associate | D: +65 6805 7323 | M: +65 8522 7056
[| atiwari@resourcelawasia.com](mailto:atiwari@resourcelawasia.com)

Tessa Lim | Associate | D: +65 6805 7327 | M: +65 9679 9462 | TLim@resourcelawasia.com

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Singapore 049315

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RSRLAv12021

--
Regards,
Johann,
eXch

Lim, Tessa (SGA)

From: Tiwari, Anand (SGA)
Sent: Thursday, May 2, 2024 1:04 AM
To: Binance Legal
Cc: Aw, Adrian (SGA); Rooke, Hagen; Cooke, Timothy; Chan, Min Jian; Townsend, Matthew; Wong, Jill; Lim, Tessa (SGA)
Subject: RE: Request for Information - Letter to Binance Exchange

Dear Sirs

1. We refer to your letters dated 11 April 2024 ("11 April Letter") and 29 April 2024 ("29 April Letter").
2. Our client is grateful for the courtesy freeze which you have extended to our client out of goodwill. We confirm that we are in the process of finalizing the Court papers for the application to, amongst others, freeze the Binance user accounts identified, with a view to filing the application by the end of this week. Our client would be grateful if you could therefore extend the courtesy freeze over the Binance user accounts identified until the end of this week.
3. With respect to paragraphs 6 and 7 of your 11 April Letter as well as paragraphs 3, 4 and 5 of your 29 April Letter, our client confirms that it is agreeable for Binance to notify the affected user(s) that "*restrictions have been placed on the account pursuant to potential proceedings in the Singapore Court by a client of Resource Law in alliance with Reed Smith*" and for Binance to provide the following email addresses for the user to contact us on the restrictions:
 - a. Adrian Aw – aaw@resourcelawasia.com
 - b. Anand Tiwari – atiwari@resourcelawasia.com
 - c. Tessa Lim – tlim@resourcelawasia.com
4. All our client's rights are reserved.

Kind regards
 Anand

Anand Tiwari | Associate | D: +65 6805 7323 | M: +65 8522 7056 | atiwari@resourcelawasia.com

ResourceLaw
in alliance with ReedSmith
 10 Collyer Quay
 #18-01
 Ocean Financial Centre
 Singapore 049315

From: Binance Legal <legal@binance.com>
Sent: Monday, April 29, 2024 16:43
To: Lim, Tessa (SGA) <TLim@resourcelawasia.com>
Cc: Aw, Adrian (SGA) <aaw@resourcelawasia.com>; Tiwari, Anand (SGA) <ATiwari@resourcelawasia.com>; Rooke, Hagen <HROoke@reedsmith.com>; Cooke, Timothy <TCooke@reedsmith.com>; Chan, Min Jian <MJChan@reedsmith.com>; Townsend, Matthew <Matthew.Townsend@reedsmith.com>; Wong, Jill <Jill.Wong@reedsmith.com>
Subject: Re: Request for Information - Letter to Binance Exchange

External E-Mail - FROM [<legal@binance.com>](mailto:legal@binance.com)

 **This message needs your attention**

- You've never replied to this person.

[Report or Mark as Safe](#)

Dear Sirs

Please see our urgent letter attached.

Regards
Binance

On Thu, Apr 11, 2024 at 12:41 PM Binance Legal <legal@binance.com> wrote:

Dear Sirs

Please see our letter attached.

Regards
Binance

On Mon, Apr 8, 2024 at 10:20 AM 'Lim, Tessa (SGA)' via legal <legal@binance.com> wrote:

Dear Sirs,

Please refer to the attached letter.

Thank you.

Kind Regards

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

ResourceLaw

in alliance with ReedSmith
10 Collyer Quay
#18-01

Ocean Financial Centre
Singapore 049315

From: Binance Legal <legal@binance.com>
Sent: Wednesday, April 3, 2024 12:32 AM
To: Lim, Tessa (SGA) <TLim@resourcelawasia.com>
Cc: Aw, Adrian (SGA) <aaw@resourcelawasia.com>; Tiwari, Anand (SGA) <ATiwari@resourcelawasia.com>; Rooke, Hagen <H.Rooke@reedsmith.com>; Cooke, Timothy <T.Cooke@reedsmith.com>; Chan, Min Jian <M.J.Chan@reedsmith.com>; Townsend, Matthew <Matthew.Townsend@reedsmith.com>; Wong, Jill <Jill.Wong@reedsmith.com>
Subject: Re: Request for Information - Letter to Binance Exchange
Importance: High

External E-Mail - FROM legal@binance.com <legal@binance.com>

Dear Sirs / Madams

Please see our letter attached.

Regards

Binance

On Mon, Apr 1, 2024 at 6:55 PM 'Lim, Tessa (SGA)' via legal <legal@binance.com> wrote:

Dear Sirs,

Please refer to the attached letter.

Thank you.

Kind Regards

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

Adrian Aw | Director | T +65 6805 7328 | M +65 9838 9545 | Notary Public | Commissioner for Oaths |
E aaw@resourcelawasia.com

Anand Tiwari | Associate | D: +65 6805 7323 | M: +65 8522 7056 | atiwari@resourcelawasia.com

Tessa Lim | Associate | D: +65 6805 7327 | M: +65 9679 9462 | TLim@resourcelawasia.com

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RSRLAv12021

Lim, Tessa (SGA)

From: KuCoin <support@kucoin.com>
Sent: Tuesday, April 23, 2024 4:47 PM
To: Lim, Tessa (SGA)
Subject: [KuCoin] Re: Request for Information - Letter to Kucoin Exchange
Importance: High

External E-Mail - FROM support@kucoin.com <support@kucoin.com>

##- Please type your reply above this line -##

Your request (3834994) has been updated. If you need to add additional comments, reply to this email.



Lim, Tessa (SGA)

Apr 23, 2024, 08:46 UTC

Dear Sirs,

Thank you for the follow up. The transaction details of the deposit into Kucoin are as follows:

Transaction Hash	Date and Time	Receiving Address	Amount	Memo	Blockchain
F79AD6960AC49E51CB68 A20E7FEDDF0C8FB06307 C1808CFA85A4CC847694 A9AA	2023-10-31 4:19 PM UTC	celestia1cylgjyd70mheg 3j3e2n7t758r07rarwyt gltr ("celestia1cylg")	10 TIA	1934804507	Celestia

As our client intends to take out a Court application for the disclosure of information urgently, please would you confirm by **tomorrow, 24 April 2024** whether *celestia1cylg* is a Kucoin deposit wallet address, and whether the transaction above was a deposit into Kucoin.

Thank you

Kind Regards

RSRL Team

ResourceLaw
in alliance with ReedSmith
 10 Collyer Quay
#18-01

Ocean Financial Centre
Singapore 049315

**From 27 February 2023, Resource Law LLC will operate from our new office at 10 Collyer Quay, #18-01, Singapore 049315. All other contact details remain unchanged*



Yelo (KuCoin)

Apr 23, 2024, 06:29 UTC

Dear Valued KuCoin User,

Thank you for reaching out to KuCoin customer support.

After checking, the address doesn't belong KuCoin. Please kindly check it again or provide the TXID so that we can help to check it again.

We hope this information guides you in the right direction. If you have any questions or concerns regarding this process, please don't hesitate to let us know.

Kind regards,

KuCoin Customer Care and Support Team



Lim, Tessa (SGA)

Apr 1, 2024, 10:24 UTC

Dear Sirs,

Please refer to the attached letter.

Thank you.

Kind Regards

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

Adrian Aw | Director | T +65 6805 7328 | M +65 9838 9545 | Notary Public | Commissioner for Oaths |
E aaw@resourcelawasia.com

Anand Tiwari | Associate | D: +65 6805 7323 | M: +65 8522 7056 | atiwari@resourcelawasia.com

Tessa Lim | Associate | D: +65 6805 7327 | M: +65 9679 9462 | TLim@resourcelawasia.com

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RSRLAv12021

Attachment(s)

[2024.04.01 – Letter to Kucoin.pdf](#)

This email is a service from KuCoin.

Lim, Tessa (SGA)

From: Yelo (KuCoin) <support@kucoin.com>
Sent: Tuesday, April 23, 2024 2:30 PM
To: Lim, Tessa (SGA)
Subject: [KuCoin] Re: Request for Information - Letter to Kucoin Exchange

Importance: High

External E-Mail - FROM support@kucoin.com <support@kucoin.com>

##- Please type your reply above this line -##

Your request (3834994) has been updated. If you need to add additional comments, reply to this email.



Yelo (KuCoin)

Apr 23, 2024, 06:29 UTC

Dear Valued KuCoin User,

Thank you for reaching out to KuCoin customer support.

After checking, the address doesn't belong KuCoin. Please kindly check it again or provide the TXID so that we can help to check it again.

We hope this information guides you in the right direction. If you have any questions or concerns regarding this process, please don't hesitate to let us know.

Kind regards,

KuCoin Customer Care and Support Team



Lim, Tessa (SGA)

Apr 1, 2024, 10:24 UTC

Dear Sirs,

Please refer to the attached letter.

Thank you.

Kind Regards

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

Adrian Aw | Director | T +65 6805 7328 | M +65 9838 9545 | Notary Public | Commissioner for Oaths |
E aaw@resourcelawasia.com

Anand Tiwari | Associate | D: +65 6805 7323 | M: +65 8522 7056 | atiwari@resourcelawasia.com

Tessa Lim | Associate | D: +65 6805 7327 | M: +65 9679 9462 | TLim@resourcelawasia.com

ResourceLaw

in alliance with ReedSmith

10 Collyer Quay

[#18-01](#)

Ocean Financial Centre

Singapore 049315

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RSRLAv12021

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RSRLAv12021

Attachment(s)

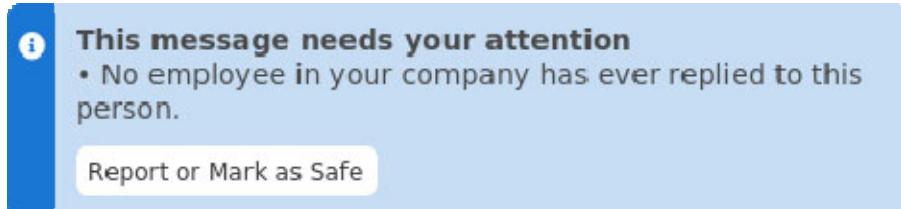
[2024.04.01 – Letter to Kucoin.pdf](#)

This email is a service from KuCoin.

Lim, Tessa (SGA)

From: Ledger Legal <legal@ledger.fr>
Sent: Friday, April 12, 2024 4:57 PM
To: Lim, Tessa (SGA)
Subject: Request for Information - Ledger Support Case #1565810
Attachments: 2024.04.01 - Letter to Ledger SAS (Ledger wallet) (1).pdf

External E-Mail - FROM Ledger Legal <legal@ledger.fr>



Good afternoon,

You recently contacted Ledger Support (*case reference #1565810*), through the attached letter, to request the information listed below:

1. If Ledger SAS is able to identify whether any of the wallet addresses listed in Annex-A and Annex-B of the letter attached are Ledger wallets;
2. If the answer to point 1. is affirmative, whether Ledger SAS has collected any information relating to the wallets that generated the wallet addresses listed in Annex-A and Annex-B;
3. If so, whether Ledger SAS is agreeable to disclose any information and documents collected by Ledger SAS in relation to the owners of the wallets that generated the wallet addresses listed in Annex-A and Annex-B.

With regards to point 1. above, Ledger does not store the unique XPUB that is used to generate wallet addresses through the Ledger hardware wallet. This information is stored locally on the user's laptop, as explained [in this article](#). Therefore, Ledger cannot say whether a wallet address was generated (and is linked to) a Ledger device.

Also, please bear in mind that, as a manufacturer of hardware wallets, Ledger cannot make a link between a person who purchased a hardware wallet (and whose personal data are stored in our e-commerce database) and the transactions made on the blockchain using this product. We would thus be unable to provide you with order data from a given transaction ID or wallet address, as requested in your letter under point 2. and 3. above. In any case, to provide any information regarding our customers, we require a court order transmitted by the French authorities.

We hope to have sufficiently informed you.

Best regards,

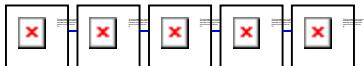
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4 April 2024

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Your Ref

Resource Law LLC
10 Collyer Quay #18-01
Ocean Financial Centre
Singapore 049315

Attention: Mr Adrian Aw / Mr Anand Tiwari / Ms Tessa Lim

Dear Sirs

REQUEST FOR INFORMATION

1. We refer to your letter to our client, Interop Labs, dated 1 April 2024.
2. Without prejudice to our client's position that it is not obliged to provide information to your client, to assist, we have been instructed to state that Interop Labs does not collect any information on the users of Axelar Network.
3. All our client's rights are reserved.

Yours faithfully

Drew & Napier LLC

By E-Mail: aaw@resourcelawasia.com

Noerr Partnerschaftsgesellschaft mbB / Speditionstraße 1 / 40221 Düsseldorf

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Sophia-Clara Schulte
Rechtsanwältin

Noerr
Partnerschaftsgesellschaft mbB
Rechtsanwälte Steuerberater
Wirtschaftsprüfer
Speditionstraße 1
40221 Düsseldorf
Germany
noerr.com

Düsseldorf, 12 April 2024

RE: Request for information, your letter from 01 April 2024

Assistant Catharina Pahl
T +49 211 49986254 (ext.)
T +49 211 499860
F +49 211 49986100
Sophia-Clara.Schulte@noerr.com

Dear Sirs and Madam,

Our Ref: HH-0101-2020
MUC/SSTE/CAPA

We hereby inform you that Interchain GmbH (hereinafter referred to as our "client") has appointed us to represent their interests in the aforementioned matter. Proper power of attorney is assured.

Our client has asked us to respond to your letter dated 1 April 2024:

Our client does not collect or store any information on the users of Cosmos (paragraph 3(a.)) and does not have access to such data.

Therefore, our client did not collect any information relating to the Cosmos wallet addresses and/or transactions listed in paragraph 2 of your letter (paragraph 3(b)) and is thus unable to disclose any information in this regard (paragraph 3(c)).

Irrespective of this, we would ask you to conduct any further communication in this matter exclusively through us.

Yours sincerely,
Noerr Partnerschaftsgesellschaft mbB

Sophia-Clara Schulte
Rechtsanwältin

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Only by E-Mail

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 Singapore 049315

E-Mail: aaw@resourcelawasia.com ; ATiwari@resourcelawasia.com

RE: Strange Loop Labs AG; request for information of Notional Pte Ltd.

Vaduz, 9 April 2024
 MN | GEP

Dear Colleagues

As stated in our letter of 2 April 2024, we are acting on behalf of Strange Loop Labs AG our client ("Client").

In your letter of 1 April 2024, you requested information from our Client regarding certain alleged transfers on the Celestia Blockchain involving your client, Notional Pte Ltd.

In particular, you inquired whether our Client:

- i) collects any information on the users of the Celestia Blockchain in general;
- ii) collected information relating to the various wallets and transactions listed paragraph 2 of your letter; and
- iii) is agreeable to disclose such information and/or documents collected.

For the avoidance of doubt, our Client is opposed to any unlawful practices. That said, our Client has no influence on such activities in connection with the Celestia Blockchain. Thus, our Client takes note of the information provided in your letter.

However, due to legal constraints our Client is generally prohibited from responding to the inquiries in your letter or providing information or documents of the type you requested.

Nothing herein shall be construed as any admission by our Client of the facts as alleged in your letter and should also not be construed as any indication whether or not our Client is in possession of the requested information and documents.

We apologize that we are not able to give you a more satisfying response.

All of our Client's rights are expressly reserved.

Kind regards

A handwritten signature in blue ink, appearing to read "Dr. Matthias Niedermüller".

Dr. Matthias Niedermüller

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Terms of Use

V1.1 - Last edited on Mar 31, 2023

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1) Introduction

1.1) Eligibility

To be eligible to use the Services, you must (a) be at least eighteen (18) years of age or older; (b) not be a Restricted Person (as defined below). If you are a Restricted Person, do not attempt to access or use the Website or to install or use the Apps. Leap may but is not obligated to implement technical measures such as "geo-blocking" to ensure that the Services are not available to Restricted Persons. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Services is prohibited. We reserve the right to limit the availability of our Website to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

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"Restricted Territory" shall mean any state, country or region that is listed on any Sanctions List or is otherwise subject to sanctions enforced by the United States, the United Nations, the United Kingdom or the European Union (including but not limited to, Myanmar (Burma), Cote D'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Iran, Iraq, Libya, Mali, Nicaragua, Democratic People's Republic of Korea (North Korea), Somalia, Sudan, Syria, Yemen, Zimbabwe).

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“Sanctions List” includes the “Specially Designated Nationals and Blocked Persons”, “Consolidated Sanctions” and “Sanctions Programs and Country Information” lists maintained by the Office of Foreign Assets Control of the US Department of Treasury (OFAC), the “Consolidated List of Financial Sanctions Targets” and the “Investment Ban List” maintained by Her Majesty's Treasury (HMT), or any similar list maintained by, or public announcement or designation made by any Sanctions Authority.

1.2) Suspension or Termination

We reserve the right to disable access to the App / Website interface at any time in the event of any breach of the Terms, including without limitation, if we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in the Terms. Further, we reserve the right to limit or restrict access to the App / Website interface by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the App / Website interface being inaccessible to you at any time or for any reason.

1.3) Interface

The interface hosted on the App / Website provides a visual representation of the available Services and enables access to the Leap Wallet. You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the App / Website and interface thereon. You shall ensure that your use of the App / Website and Leap Wallet is not prohibited by or otherwise violates or facilitates the violation of any applicable laws or regulations, or contributes to or facilitates any illegal activity. We make no representations or warranties that the information, products, or services provided through the App / Website, are appropriate for access or use in other jurisdictions outside of Singapore.

1.4) Access

You agree and understand that you are not allowed to enter any restricted area of any computer or network of Leap under any circumstances, or perform any functions that are not authorised by these Terms.

2) THE SERVICE

2.1) Leap Wallet

Leap Wallet is a non-custodial electronic wallet application, which allows users to generate new wallet addresses and associated private keys or import any existing wallet addresses, manage, monitor and engage in various transactions relating to supported digital assets.

Leap Wallet is intended solely for proper use with supported digital assets and supported blockchains (as designated by Leap from time to time, which may in its sole discretion terminate support at any time for any particular digital asset). Under no circumstances should you attempt to utilise Leap Wallet to store, send, request, or receive any assets other than supported digital assets on the supported blockchains. Leap assumes no responsibility in connection with any attempt to use Leap Wallet with unsupported digital assets or any unsupported blockchains.

Leap solely provides technical software and does not own or control the underlying software protocols which govern the operation of digital assets and which users may interact with utilising Leap Wallet. Generally, these

underlying protocols are open source, and anyone can use, copy, modify, and distribute them. Leap assumes no responsibility for the operation of the underlying protocols and does not guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including “forks”). Any such operating changes may materially affect the availability, value, functionality, and/or the name of your digital assets.

2.2) Custody and title to assets

When you access certain features of the Services, the user interface will allow you to perform a variety of transactions on the relevant supported blockchains. In particular, you confirm that all actions and functions performed through the relevant supported blockchains are irrevocable.

You remain in full control of your digital assets, which are not held or controlled in any way by Leap. Leap does not collect or hold your private keys or your recovery phrase – accordingly, if you lose your private key and/or secret recovery phrase, you will lose access to your digital assets and any person having access to such private key / recovery phrase will have full access to your Leap Wallet. Leap cannot access your digital assets; digital backups; recover keys, passwords, or other information; reset passwords; or reverse transactions. An encrypted backup of certain information associated with the Leap Wallet can be stored on your device in Keystore JSON format. The private key is connected to your digital asset address and, together, they can be used to authorize the transfer of digital assets to and from that digital asset address. **YOU ARE SOLELY RESPONSIBLE FOR THE SAFETY OF YOUR DIGITAL ASSETS AND YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION FOR STORING, BACKING UP, AND MAINTAINING THE CONFIDENTIALITY OF YOUR PRIVATE KEYS, RECOVERY PASSWORDS, AND INFORMATION, AND FOR THE SECURITY OF ANY TRANSACTIONS YOU PERFORM USING THE APP / WEBSITE.** You expressly relieve and release Leap from any and all liability and/or loss arising from your use of the Services.

Leap Wallet is a non-custodial software, so title to all supported digital assets are held directly in your own name as your property, and you shall not transfer the same to Leap. As owner of supported digital assets, you shall bear all risk of loss of such supported digital assets. Leap shall have no liability for supported digital asset fluctuations or any loss.

2.3) Interactions with Third Party Service Providers / Protocols

The Services may incorporate, integrate or may provide access to, applications or materials that are hosted by another party, including, but not limited to: (a) blockchain networks (such as Cosmos, Terra, and Avalanche); (b) information providers or oracles (for price data, currency exchange information, market data, and other relevant information); (c) various exchanges, liquidity or lending protocols; and (d) validators providing staking services. Please note the provisions and disclaimers in Clauses 4.1 and 10.3 below.

You are informed and hereby acknowledge that in relation to the functionalities of the Leap Wallet (i.e., the transfer, swap or stake functions), all transactions are conducted through either the relevant blockchain network (for the transfer function), the relevant exchange or liquidity protocols (for the swap or stake function).

You acknowledge that we will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions and that you are contracting directly with your counterparty on a peer-to-peer basis through the relevant blockchain or protocol (for the transfer or swap function). Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the App / Website, or using the smart contracts, or any other transactions that you conduct via the relevant blockchain network.

2.4) Experimental features

In order to test new features and functionalities, we may release certain experimental features on Leap Wallet from time to time. These features may not be complete and may have not been fully tested, which may present

heightened risks. They may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information. Leap does not guarantee the stability, functionality, or long-term support of these features, and we do not recommend using these features unless you have strong technical skills and fully understand the implications of your actions. You expressly acknowledge and agree that use of Leap Wallet (including any experimental feature) is at your sole risk.

2.5) Service fees

The relevant blockchain network typically requires the payment of a transaction fee ("Gas Fee") for every transaction that occurs on the relevant blockchain network. The Gas Fee funds the network of computers that run the decentralised network. This means that you will need to pay a Gas Fee for each transaction that occurs via the App / Website.

2.6) Not an Offering of Banking business, Trust business, Custodial business, Escrow business, Securities or Commodities

You understand and affirm that Leap is a non-custodial provider of technical software which assists users to managing their digital assets. The content of the App / Website and the Services do not constitute any banking business, trust business, custodial business, escrow business, any offer to buy or sell, or a solicitation of an offer to buy or sell investments, securities, partnership interests, commodities or any other financial instruments in any jurisdiction. The content or the App / Website and the Services also do not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation. In particular, the Services do not constitute any "banking business" within the meaning of any banking laws, "custody" within the meaning of any virtual assets law, or "capital markets products" or "securities" within the meaning of any securities law.

2.7) No Advice

Leap makes no representation or warranty, express or implied, to the extent not prohibited by applicable law, regarding the advisability of participating in digital assets on any blockchain, any financial products, securities, funds, commodity interests, partnership interests or other investments or funding or purchasing loans. Leap is merely a technology service provider allowing you to manage your own digital assets connecting you with various third parties and does not offer fiduciary services, and is not your agent, trustee, advisor or fiduciary.

2.8) Taxes

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any interest received through the Services, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax authorities.

3) CONDITIONS OF USE

You agree to use the App / Website and/or the Services, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein and subject further to the following conditions:

- a. *Unlawful Activity:* you agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or Sanctions, or that involves proceeds of any unlawful activity.
- b. *Abusive Activity:* you agree not to engage in any activity that poses a threat to Leap or the App / Website, for example by distributing a virus or other harmful code, or through unauthorized access to the App / Website or

other users' digital assets. You shall not use the App / Website in any manner that could damage, disable, overburden, impair or otherwise interfere with any of Leap's server, or the networks connected to any Leap server, or interfere with any other party's access and use of the App / Website.

- c. *Inappropriate Behaviour*: you agree not to interfere with other users' access to or use of the Services.
- d. *Communication*: you agree not to communicate with other users for purposes of (1) sending unsolicited advertising or promotions, requests for donations, or spam; (2) harassing or abusing other users; (3) interfering with transactions of other users. You agree not to use data collected from the App / Website to contact individuals, companies, or other persons or entities outside the App / Website for any purpose, including but not limited to marketing activity.
- e. *Fraud*: you agree not to engage in any activity which operates to defraud Leap, other users, or any other person; or to provide any false, inaccurate, or misleading information to Leap.
- f. *Gambling*: you agree not to utilize the Services to engage in any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance.
- g. *Unfair competition*: you agree not to access the App / Website or use the Services in order to build a similar or competitive site, services, or software.

4) RISK FACTORS

You acknowledge and agree that the Services are currently in the initial development stages and there are a variety of unforeseeable risks with utilising the Services or participating in the platform. In the worst scenario, this could lead to the loss of all, or part of your digital assets associated with the Services. **IF YOU DECIDE TO UTILISE SERVICES YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE BELOW RISKS AND AGREE NOT TO HOLD LEAP OR ANY OF THEIR RELATED PARTIES RESPONSIBLE FOR THE FOLLOWING RISKS:**

4.1) Third-party Risk

The Services rely on whole or partly, on third-party software and the continued development and support of third parties. There is no assurance or guarantee that those third parties will maintain their support of their software, which might have a material adverse effect on the Services.

Further, when using the stake function, you may be exposed to counterparty risk if there is any default, insolvency or failure to perform on the part of the relevant service provider you have chosen to stake the relevant digital asset with.

4.2) No Insurance

Digital assets are not legal tender, are not backed by the government, and are not subject to any deposit insurance schemes or protections under any banking or securities laws. Leap is not a bank and does not offer fiduciary services, nor does it offer any security broking services.

4.3) New Technical Risk

The Leap software used for Leap is new. While this software has been extensively tested, the software used for the Services is still relatively new and could have bugs or security vulnerabilities. Further, the software is still

under development and may undergo significant changes over time that may not meet users' expectations.

4.4) Smart Contract Risks

The underlying smart contracts run on a variety of supported blockchain networks, using specially developed smart contracts. Accordingly, upgrades to the relevant blockchain network, a hard fork in the relevant blockchain network, re-organisations of blockchain structure or blocks, or a change in how transactions are confirmed on the relevant blockchain network may have unintended, adverse effects on the smart contracts built thereon, including Leap software and smart contracts.

4.5) Information Security Risk

Digital assets, and use of the Services may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Services in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the underlying blockchain networks comprise open-source software, there is the software underlying the Services may contain intentional or unintentional bugs or weaknesses that may negatively affect the Services or result in the loss of the user's digital assets, the loss of the user's ability to access or control their digital assets. In the event of such a software bug or weakness, there may be no remedy, and users are not guaranteed any remedy, refund or compensation.

4.6) Regulatory risks

The regulatory status of digital assets, and distributed ledger technology is unclear or unsettled in many jurisdictions. While every effort has been taken to ensure that the Services are compliant with local laws, it is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to the Services. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Services. Regulatory actions could negatively impact Leap in various ways, and thus the Services may not be available in certain areas.

4.7) Taxation Risk

The tax characterization of digital assets, and the usage of the Services are uncertain. It is possible that the user's intended treatment of digital assets may be challenged. You must seek your own tax advice in connection with the Services provided by Leap, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value-added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

4.8) Other Risks Associated with the ownership or trading of digital assets

Trading in digital assets entails significant risks of financial loss. You should not commit funds to owning or trading in digital tokens that you are not prepared to lose entirely. Markets for digital assets are volatile and prices can fluctuate significantly, which could result in sudden and significant increases or decreases in the value of your assets at any given moment. You should assess whether your financial situation and risk tolerance is suitable for owning, buying, selling or trading digital tokens. You accept and agree that you are solely responsible for any decision to buy, sell, trade or otherwise hold or deal with digital assets.

5) WEBSITE AVAILABILITY AND ACCURACY

5.1) Access and Availability

Access to the Services may become degraded or unavailable on Leap during times of significant volatility or volume. This could result in the inability to interact with third-party services for periods of time and may also

lead to support response time delays. Users will, however, be able to access these third-party services through other means. Although we strive to provide you with excellent service, we do not guarantee that the App / Website or Services will be available without interruption, and we do not guarantee that requests to interact with third-party services will be successful.

5.2) Website Accuracy

Although we intend to provide accurate and timely information on the Website, the Website (including, without limitation, the content may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation any websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third-party materials accessible or linked to from the Website.

6) CONSENT TO ELECTRONIC DISCLOSURES AND SIGNATURES

6.1) General

Because Leap operates only on the Internet, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us, therefore, we also need you to consent to our providing you certain disclosures electronically, either via our App / Website or to the email address (if applicable) you provide to us. By agreeing to these Terms, you agree to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating to your use of the App / Website and Service.

6.2) Communications

By accepting these Terms, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, in any way as we deem appropriate. Notwithstanding the aforementioned, any form of communication from Leap will be provided to you electronically through the App / Website or (if applicable) via email to the email address provided. If you require paper copies of any agreements or disclosures, you may print such documents desired.

6.3) Scope of Consent

Your consent to receive disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such disclosures relate, whether between you and Leap or a third party by and through the Service. Your consent will remain in effect for so long as you are a user and, if you are no longer a user, will continue until such a time as all disclosures relevant to Services received through the App / Website.

6.4) Withdrawing Consent

You may withdraw your consent to receive agreements or disclosures electronically by contacting us at [support@leapwallet.io]. However, once you have withdrawn your consent you will not be able to access the Services.

7) INTELLECTUAL PROPERTY, COPYRIGHTS AND IDENTIFYING MARKS

7.1) Leap Intellectual Property

You acknowledge that all Intellectual Property Rights in the Leap Wallet, the App / Website, or any service/product thereon (including without limitation any information, licenses, business plans, data, patent disclosures, system applications, structures, models, flow charts, techniques, processes, compositions, compounds, software, programs, source code and object code, comments to the source or object code, specifications, documents, reports, presentations, test results, findings, ideas, knowhow, copyright, trade secrets, abstracts and/or summaries thereof) exclusively belongs and shall exclusively belong to Leap, and you shall have no rights in or to such Intellectual Property Rights.

To the extent any Leap intellectual property rights are deemed to belong to you, you hereby irrevocably assign and transfer to Leap all right, title and interest in all such intellectual property rights, and agrees to execute all documents reasonably requested by Leap for the purpose of perfecting such assignment and/or transfer and applying for and obtaining any domestic and foreign patent and copyright registrations.

7.2) Limited License

All content on the App / Website, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the “Content”), are the proprietary property of Leap with all rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Leap’s prior written permission, except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the App / Website. Provided that you are eligible for use of the App / Website, you are granted a limited license to access and use the App / Website and Leap Wallet and to download or print a copy of any portion of the Content solely for your use in connection with your use of the App / Website or Service, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content (as defined below), you may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited. Any use of the App / Website or the Content other than as specifically authorized herein, without the prior written permission of Leap, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

7.3) Trademarks

Leap and other Leap graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of Leap in the British Virgin Islands, the U.S. and/or other countries. Leap’s trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Leap. Leap may, at its sole discretion, limit access to the App / Website by any users who infringe any intellectual property rights of Leap or others.

7.4) Copyright Complaints

If you believe that any material on the App / Website infringes upon any copyright which you own or control, you may send a written notification of such infringement to Leap at [support@leapwallet.io].

7.5) Suggestions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the App / Website or the Service (“**Suggestions**”), provided by you to Leap are non-confidential and shall become the sole property of Leap. Leap shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8) DATA PROTECTION AND SECURITY

8.1) Loss or Compromise

Any loss or compromise of your electronic device or your security details may result in unauthorized access to your digital assets by third parties and the loss or theft of such assets. You are reminded not to store any password, seed phrases or other security details in any non-secure systems, such as third-party email services, which may be susceptible to security breaches and security incidents.

8.2) Shared Access

You should never allow remote access or share your computer screen with someone else when you are accessing the Leap Wallet. Leap will never under any circumstances ask you for your private keys or passwords, or to screen share or otherwise seek to access your computer or digital assets. You should not provide your details to any third party for the purposes of remotely accessing your computer, devices or digital assets.

8.3) Personal Data

You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with these Terms, or the Services. Accordingly, you represent and warrant that: (i) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed; (ii) before providing any such personal data to us, you have read and understood our Privacy Policy, which is available at [<https://www.leapwallet.io/privacy>], and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

8.4) Safety and Security of Your Computer and Devices

Leap is not liable for any damage or interruptions caused by any computer viruses, malware or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attacks. We advise that you use reputable virus screening and prevention software to protect your systems and/or devices.

9) USER FEEDBACK, QUERIES, COMPLAINTS, DISPUTES

9.1) Contact Leap

If you have feedback or general questions, please contact us via our User Support at [*@leapwallet.io]. When you contact us, please provide us with your name, email address, and any other information we may need to identify you, your transactions conducted, and digital assets held.

9.2) Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION SECTION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH Leap AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Each party (i) waives all its respective right(s) to have any and all disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") arising from or related to these Terms resolved in a court, and (ii) waive all its respective right(s) to have any Disputes heard before a court. Instead, each party shall arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

Any Dispute arising out of or related to these Terms is personal to you and will be resolved solely through individual arbitration, and in no circumstances shall be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an entity attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Any Dispute arising out of or in connection with these Terms (including without limitation the enforceability of this section or any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.

Each party will notify the other party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Leap shall be sent by e-mail to Leap at [*@leapwallet.io]. Notice to you shall be either posted on the Website or, if available, will be sent by email to your email on record. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a full and sufficient description of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Leap cannot agree on how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable party, then either you or Leap may, as appropriate and in accordance with this section, commence an arbitration proceeding or, to the extent specifically provided for in this section, file a claim in court.

The arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

If any term, clause or provision of this section is held invalid or unenforceable, it will be held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this section will remain valid and enforceable. Further, the waivers set forth in this section are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

You agree that this section of these Terms has been included to rapidly and inexpensively resolve any disputes with respect to the matters described herein, and that this section shall be grounds for dismissal of any court action commenced by you with respect to a dispute arising out of such matters.

A printed version of these Terms shall be admissible in judicial or administrative proceedings.

9.3) Disclaimers

None of Leap's, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "Leap Parties") guarantees the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Content and the Leap Parties disclaim liability for errors or omissions in the Content. This Website and all of the Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. The Leap Parties do not warrant that the Website is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to these Terms. Leap cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

9.4) Availability

The Website and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Leap assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. Leap is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Website or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Website and/or in connection with the Service. Under no circumstances will Leap be responsible for any loss or damage, including any loss or damage to any user Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Website or the Service, any User Content or Third Party Content posted on or through the Website or the Service or transmitted to users, or any interactions between users of the Website, whether online or offline.

9.5) Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL LEAP OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE APP / WEBSITE OR THE SERVICE OR ANY OF THE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE APP / WEBSITE, EVEN IF LEAP IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW LEAP'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO LEAP FOR THE SERVICES. IN NO CASE WILL LEAP'S LIABILITY TO YOU EXCEED 100 SINGAPORE DOLLARS. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO LEAP FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM LEAP, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN LOCAL, STATE OR FEDERAL LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

9.6) Governing Law; Venue and Jurisdiction

By visiting or using the App / Website and/or the Service, you agree that the laws of Singapore, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms. If you contract with any third party through Leap, the terms of such contract will be governed by the contractual terms prescribed by such third party.

9.7) Indemnity

You agree to indemnify and hold Leap, its subsidiaries, affiliates and service providers, and each of their directors, officers, agents, contractors, partners and employees, (each an “**Indemnified Party**”) harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including solicitor fees (on a full indemnity basis), and any fines, fees or penalties imposed by any regulatory authority, arising out of or related to: (a) any dispute with another user of the App / Website or any third party ; (b) your breach of these Terms; (c) your violation of any law, rule or regulation, or the rights of any third party; and (d) Leap’s enforcement of these Terms.

10) GENERAL PROVISIONS

10.1) Amendments

We may amend or modify these Terms by posting on the App / Website the revised Terms, and the revised Terms shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and App / Website. You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein. If the revised Terms include a material change, we will endeavour to provide you advanced notice via the App / Website before the material change becomes effective. You understand and agree that your continued use of the Service or the App / Website after we have made any such changes constitutes your acceptance of the new Terms.

10.2) Force Majeure

Leap shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

10.3) Links to Other Web Websites and Content

The App / Website contains (or you may be sent through the App / Website or the Services) links to other websites (“**Third Party Websites**”), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the “**Third Party Content**”). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the App / Website or any Third Party Content posted on the App / Website, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained

in the Third Party Websites or the Third Party Content. Inclusion of or linking to any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the App / Website and access Third Party Websites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the App / Website.

10.4) Assignment

These Terms, or your rights and obligations hereunder, may not be transferred by you, but may be assigned by us without restriction (without having to seek your prior consent). Any attempted transfer or assignment by you in violation hereof shall be null and void. These Terms shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.

10.5) No-Waiver

The failure of Leap to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms is held invalid, the remainder of these Terms shall continue in full force and effect. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

10.6) Relationship of the parties

You agree and understand that nothing in these Terms shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from these Terms is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons, and these Terms and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

10.7) Notices

To give us notice under these Terms, the user must contact Leap by email at [support@leapwallet.io].

10.8) Entire Agreement

These Terms and our Privacy Policy, incorporated by reference herein, comprise the entire understanding and agreement entered into by and between you and us as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of these Terms), as well as every nature between and among you and us.

10.9) Severability

If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms but the rest of these Terms will remain in full force and effect.

10.10) Survival

The following provisions of these Terms shall survive termination of your use or access to the App / Website and/or Services: Clauses 7 (Intellectual Property), Clauses 9.2 to 9.7 (relating to disputes, disclaimers, limitations

on liability and indemnity), Clause 10 (General Provisions), and any other provision that by its terms survives termination of your use or access to the App / Website and/or Services.

10.11) English language

Notwithstanding any other provision of these Terms, any translation of these Terms is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to their definitions and interpretations in the English language. In the event of conflict or ambiguity between the English language version and translated versions of these terms, the English language version shall prevail. You acknowledge that you have read and understood the English language version of these Terms.



Products	Ecosystem	For Builders
Mobile App	Chains	Elements
Extension	dApps	Snaps
Leapboard	Validators	
Leap Validator		

Resources	Community
Blog	Twitter
Support	Reddit
Security	Farcaster
Changelog	
Media Kit	

Built with  by Leap.

Leap operates under Hyphen Labs.

[Terms of Use](#) [Privacy Policy](#)



Terms of Service

Jump to...

Last Revised on January 16, 2023

Welcome to the Terms of Service (these “Terms”) for the Celestia website and documentation accessible at <https://celestia.org/> (the “Website”) as operated on behalf of Strange Loop Labs AG (“Company”, “we”, or “us”). The Website and any content, documentation, tools, features and functionality offered on or through our Website are collectively referred to as the “Services”.

These Terms govern your access to and use of any of the Services. Please read these Terms carefully, as they include important information about your legal rights. These Terms contain a disclaimer of warranties, limitations of liability, a time-bar for claims, and indemnification obligations, among other provisions, which could affect your legal rights. By using the Services you agree to be bound by these terms and any other terms and policies incorporated to these Terms by reference. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, “you” and “your” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

The Celestia protocol is a decentralized modular blockchain protocol created to enable others to easily deploy their own blockchain with minimal overhead (the “Celestia Protocol”). The Celestia Protocol is not part of the Website, and is not a Service and does not constitute any element of the Services. We do not control the Celestia Protocol or any deployment of the Celestia Protocol in any testnet or mainnet environment, and accept no liability for the operation of any of the foregoing. The Celestia Protocol continues to evolve through its communities of

users. We are a member of those communities and we contribute to the continuing development of the Celestia Protocol, including by making available documentation and other tools. Your use of the Celestia Protocol and any testnet or mainnet deployment of the Celestia Protocol is entirely at your own risk.

SECTION 9 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THE COMPANY'S SERVICES AND/OR PRODUCTS THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN SECTION 9.

1. WHO MAY USE THE SERVICES

In order to use the Services, you must be thirteen 13 years of age or older, not be a Prohibited Person, and not have been previously suspended or removed from the Services. A “Prohibited Person” is any person, entity or body that is (a) listed on any U.S., EU (including its Member States) or UK list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Persons List Entity List, the EU Consolidated List of persons, groups and entities subject to financial sanctions or the UK Consolidated List of Financial Sanctions Targets, (b) located or organized in any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country (currently, the Crimea region of Ukraine, Cuba, Iran, North Korea, Syria, the so-called Donetsk People’s Republic and the so-called Luhansk People’s Republic), or (c) owned or controlled by such persons or entities listed in (a)-(b). By using the Services, you represent and warrant that you meet the foregoing requirements and will not be using the Services for any illegal activity or to engage in the prohibited activities in Section 5.2. The Company reserves the right to change, modify, or impose additional restrictions with respect to Prohibited Persons at its sole discretion without prior notice.

2. THE SERVICES

2.1 Updates; Monitoring. We may make any improvement, modifications or updates to the Services, including but not limited to changes and updates to the underlying software, infrastructure, security protocols, technical configurations or service features (the “Updates”) from time to time. Your continued access and use of the Services are subject to such Updates and you shall accept any patches, system upgrades, bug fixes, feature modifications, or other maintenance work that arise out of such Updates. We are not liable for any failure by you to accept and use such Updates in the manner specified or required by us. Although the Company is not obligated to monitor access to or participation in the Services, it has the right to do so for the purpose of operating the Services, to ensure compliance with the Terms and to comply with applicable law or other legal requirements.

2.2 Wallets. The Services may require you to connect your own third-party self-custodial digital wallets (“Wallets”), including in connection with your use of Testnets (as defined below). A self-custodial Wallet means we do not own or control your Wallet. You are solely responsible for keeping your Wallet and any private keys necessary to decrypt your Wallet secure and you should never share your Wallet seed phrase or private keys with anyone else via the Services. We have no ability to help you access or recover your private keys for your Wallet. By using such Wallets to conduct transactions via the Services, you agree that you are governed by the terms of service and privacy policy for the applicable Wallets, and that the Company has no responsibility or liability to you in any way arising from your use of such third-party Wallets, including for any security failures or other errors or failures of such Wallets. We reserve the right to restrict any Wallet addresses from interacting with the Services for any reason, including to ensure legal compliance.

3. TESTNETS

3.1 Purpose and Participation. The Website may enable you to interact with deployments of the Celestia Protocol in testnet environments (“Testnets”), including but not limited to the Mamaki Testnet, the Arabica Testnet, and the Mocha Testnet. Testnets are designed to enable the community of Celestia Protocol users to understand the protocol’s functionality and explore potential improvements to the operational experience, security, and design of the Celestia Protocol. The Testnets are operated and maintained by the community of Celestia Protocol users and the

Testnets are not part of the Services. YOUR PARTICIPATION IN ANY TESTNET IS ENTIRELY VOLUNTARY.

3.2 Duration. The availability of a Testnet is solely subject to the decision and activities of the community of Celestia Protocol users. The Company has no ability to and bears no responsibility to commence, terminate, or modify a Testnet.

3.3 No Monetary Value. In your use of a Testnet, you may accumulate "Testnet Tokens," such as through a faucet, which are not, and shall never convert to or accrue to become any other tokens or virtual assets outside of the respective Testnet on which the Testnet Tokens were issued. Testnet Tokens are virtual items with no monetary value. Testnet Tokens do not constitute any currency or property of any type and are not redeemable, refundable, or eligible for any fiat or virtual currency or anything else of value. Testnet Tokens are not transferable between users outside of the respective Testnet on which the Testnet Tokens were issued, and you may not attempt to sell, trade, or transfer any Testnet Tokens outside of that respective Testnet, or obtain any manner of credit using any Testnet Tokens. Any attempt to sell, trade, or transfer any Testnet Tokens outside of the respective Testnet will be null and void. Testnet Tokens will not be converted into any future rewards offered by the Company.

4. LOCATION OF OUR PRIVACY POLICY

4.1 Privacy Policy. Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located at <https://celestia.org/privacy>. If a specific Service is governed by a separate set of terms, those terms may also contain privacy-related information.

5. RIGHTS WE GRANT YOU

5.1 Right to Use Services. We hereby permit you to use the Services for your personal non-commercial use only, provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you, a personal, non-assignable, non-sublicensable, non-

transferable, and non-exclusive right and license to access and display such software, content and materials provided to you as part of the Services, in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that the Company, in its sole discretion, may elect to take.

5.2 Restrictions On Your Use of the Services. You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so (such as pursuant to one or more open source licenses that we may apply to any part of the Services):

- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
- (b) duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- (d) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services or impersonate a real-person or to exaggerate or misrepresent your engagement with the Services;
- (e) exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- (f) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- (g) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, or the computer systems or networks connected to the Services;

- (h) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- (i) use any device, process, or software to manipulate or disrupt anyone else's use of the Services, including but not limited to posting or distributing commercial spam; attempting to artificially inflate your engagement with the Services; engaging in coordinated harmful activity to encourage or promote violations of these Terms; or mass-registering for accounts related to or provided by the Services;
- (j) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- (k) use the Services for illegal, harassing, unethical, or disruptive purposes;
- (l) violate any applicable law or regulation in connection with your access to or use of the Services; or
- (m) access or use the Services in any way not expressly permitted by these Terms.

6. OWNERSHIP AND CONTENT

6.1 Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content including, without limitation, the exclusive right to create derivative works.

6.2 Ownership of Trademarks. The Company's name, the Company's logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

6.3 Ownership of Feedback. We welcome feedback, comments and suggestions for improvements to the Services ("Feedback"). You acknowledge and expressly agree

that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

7. THIRD-PARTY SERVICES AND MATERIALS

7.1 Use of Third-Party Materials in the Services. Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third-Party Materials") or provide links to certain third-party websites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other websites are provided solely as a convenience to you.

7.2 Use of Third-Party Software in the Services. The Services may include Third-Party software components that are subject to open source and/or pass-through commercial licenses and/or notices ("Third-Party Software" and "Third-Party Software Terms and Notices", respectively). You acknowledge that your use of the Services may be also governed by such Third-Party Software Terms and Notices, and that to the extent of any conflict between these Terms and any Third-Party Software Terms and Notices, the latter shall control. Any undertakings, representations, warranties, guarantees, conditions, indemnities or other commitments made by the Company in these Terms concerning the Services (if any), are made by the Company and not by any authors, licensors, or suppliers of, or contributors to, such Third-Party Software. Notwithstanding the foregoing sentence or anything in these Terms to the contrary, the Company does not make

any representation, warranty, guarantee, or condition, and does not undertake any defense or indemnification, with respect to any Third-Party Software.

8. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

8.1 Disclaimers.

(a) Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the "Company Entities") DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES RELATING TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, USAGE, QUALITY, PERFORMANCE, SUITABILITY OR FITNESS OF THE SERVICES FOR ANY PARTICULAR PURPOSE, OR AS TO THE ACCURACY, QUALITY, SEQUENCE, RELIABILITY, WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN WHETHER LATENT OR PATENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (b) any harm to your computer system, corrupted Wallet files, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility with any other application or any particular system or device; and (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

(b) THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

(c) YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION 8.1 IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY.

8.2 Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions laws do not allow the exclusion or limitation of incidental or consequential damages, or of other damages, and to the extent applicable to you, such exclusions and limitations may not apply but will apply to the maximum extent permitted by applicable law. YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION 8.2 IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND THE COMPANY.

8.3 Assumption of Risks.

(a) By using the Services, you represent that you have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and technologies and other digital assets, storage mechanisms (such as Wallets), blockchain-based software systems, and blockchain technology, to be able to assess and evaluate the risks and benefits of the Services contemplated hereunder, and will bear the risks thereof, including loss of all amounts paid, and the risk that any tokens you receive as a result of your use of the Services may have little or no value. You acknowledge and agree that there are risks associated with interacting with cryptographic tokens and

using blockchain technology. These include, but are not limited to, risk of losing access to cryptocurrency due to loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risk related to token taxation, risk of personal information disclosure, risk of uninsured losses, volatility risks, and unanticipated risks.

- (b) The regulatory regime governing blockchain technologies and cryptographic tokens is uncertain, and new regulations or policies may materially adversely affect the potential utility or value of any tokens you receive as a result of your use of the Services. There also exists the risks of new taxation of the purchase or sale of tokens.
- (c) There are risks associated with using blockchains and cryptographic tokens, including, but not limited to, the risk of failures of hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet or elsewhere. The Company is not responsible for any such risks, however caused.
- (d) We do not control the Celestia Protocol, any blockchains or other networks that deploy the Celestia Protocol, or any software that interacts with the Celestia Protocol. The Company is not responsible for changes, upgrades, or forks of the Celestia Protocol or any damage resulting from the foregoing, however caused.

8.4 Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation, including any such violation or breach related to any rewards that may be available as a result of your participation in a program maintained by us or our affiliates; (b) your violation of any rights of any Third-Party; (c) your misuse of the Services; (d) your negligence or wilful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

9. ARBITRATION AND CLASS ACTION WAIVER

9.1 PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

9.2 Informal Process First. You and the Company agree that in the event of any dispute between you and the Company Entities, either party will first contact the other party and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action, after first allowing the receiving party 30 days in which to respond. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

9.3 Arbitration Agreement and Class Action Waiver. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “Claim”) relating in any way to the Company’s services and/or products, including the Services, and any use or access or lack of access thereto, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered in accordance with the Liechtenstein Arbitration Rules (LIS) of the Liechtenstein Chamber of Commerce and Industry. The seat of the arbitral tribunal will be Vaduz, Liechtenstein and the arbitral proceeding will be conducted in English. The arbitrator will apply applicable substantive law consistent with the laws of the Principality of Liechtenstein. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Company are each waiving the right to trial by jury or to participate in a class action or class arbitration.

9.4 Exceptions. Notwithstanding the foregoing, you and the Company agree that the following types of disputes will be resolved in a court of proper jurisdiction:

- (a) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and

maintained as an individual dispute and not as a class, representative, or consolidated action or proceeding;

(b) disputes or claims where the sole form of relief sought is injunctive relief (including public injunctive relief); or

(c) intellectual property disputes.

9.5 Costs of Arbitration. Payment of all filing, administration, and arbitrator costs and expenses will be governed by LIS rules, except that if you demonstrate that any such costs and expenses owed by you under those rules would be prohibitively more expensive than a court proceeding, the Company will pay the amount of any such costs and expenses that the arbitrator determines are necessary to prevent the arbitration from being prohibitively more expensive than a court proceeding (subject to possible reimbursement as set forth below).

Fees and costs may be awarded as provided pursuant to applicable law. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose, then the payment of all fees will be governed by the LIS rules. In that case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the applicable rules. If you prevail in the arbitration and are awarded an amount that is less than the last written settlement amount offered by the Company before the arbitrator was appointed, the Company will pay you the amount it offered in settlement. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

9.6 WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS.
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM, OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). YOU AND THE COMPANY AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND THE COMPANY EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. IF THE DISPUTE IS SUBJECT TO ARBITRATION, THE ARBITRATOR WILL NOT HAVE THE AUTHORITY TO COMBINE OR AGGREGATE CLAIMS, CONDUCT A CLASS ACTION, OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION. FURTHER, YOU AND THE COMPANY AGREE THAT THE ARBITRATOR

MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND IT MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS ACTION. FOR THE AVOIDANCE OF DOUBT, HOWEVER, YOU CAN SEEK PUBLIC INJUNCTIVE RELIEF TO THE EXTENT AUTHORIZED BY LAW AND CONSISTENT WITH THE EXCEPTIONS CLAUSE ABOVE.

IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. IF A COURT DECIDES THAT THE LIMITATIONS OF THIS PARAGRAPH ARE DEEMED INVALID OR UNENFORCEABLE, ANY PUTATIVE CLASS, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED OR REPRESENTATIVE ACTION MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION AND NOT IN ARBITRATION.

9.7 Timeline for Making a Claim. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, OR RELATED TO, THESE TERMS MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR ELSE YOU AGREE THAT SUCH CLAIM OR CAUSE OF ACTION WILL BE PERMANENTLY BARRED.

10. ADDITIONAL PROVISIONS

10.1 Updating These Terms. We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.

10.2 Notices. You agree that the Company may send you notices by email, physical mail, or by posting on or through the Website.

10.3 Termination of License. If you breach any of the provisions of these Terms, all licenses granted to you by the Company will terminate automatically. All sections

which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

10.4 Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

10.5 California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

10.6 Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

10.7 Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God, flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable

Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

10.8 Miscellaneous. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in Liechtenstein. Those who choose to access the Services from locations outside Liechtenstein do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the laws of the Principality of Liechtenstein District Court and any appellate court from any such court, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 9, or if arbitration does not apply, then the aforementioned Liechtenstein courts.

10.9 How to Contact Us. You may contact us regarding the Services or these Terms at: Pradafant 11, 9490 Vaduz, Principality of Liechtenstein, or by e-mail at legal@celestia.org.

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This website is maintained by Celestia Labs.

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Community



Cosmostation Privacy Policy

Last updated: 2022/03/30

1. What is Cosmostation Privacy Policy?

Cosmostation uses and provides the user's personal information based on the user's consent, and actively guarantees the user's right(the right to control one's own personal information). Cosmostation complies with applicable laws, personal information protection regulations and guidelines of the Republic of Korea, which must be obeyed by information communication service providers. Cosmostation Privacy Policy refers to guidelines on protecting the user's valuable personal information which Cosmostation is required to comply with, in order to ensure that users use its services with confidence. This Privacy Policy is applied to Cosmostation Services (hereinafter "Cosmostation" or "the Services")

2. Collection of Personal Information

2.1. Cosmostation collects the minimum personal information to provide the Services. The following minimum personal information is collected when the user signs up for the service or while the user uses the Services, through the home page, individual applications and programs, and etc.

- (a) Cosmostation
 - Required : IMEI (to be converted so that the unique information of the user's device cannot be identified)
- (b) Customer Service
 - Required : Email - Optional : IMEI, Phone number, Requester info (name, phone number, email or fax, a copy of a photo ID with personal information masked)

2.2. Some services may collect personal information additional to those collected commonly by Cosmostation Account upon the user's consent in order to provide specialized services.

- (a) What is required information?
 - Information required to provide the fundamental features of the concerned service.
- (b) What is optional information?
 - Additional information which needs to be collected to provide more specialized services. (Users still can use the Services without agreeing to provide additional information.)

2.3. The method of personal information collection is as follows. When collecting personal information, Cosmostation informs the fact to the user in advance and asks for an agreement. Personal information is collected using the following method:

- (a) The user agrees to the collection of personal information and enters relevant information when signing up for a service or while the user uses the Services.
- (b) Personal information is provided through affiliated services or groups.
- (c) Personal information is provided via the home page, email, fax, phone, etc. during customer service calls.
- (d) The user participates in online and/or offline events.

2.4. The following personal information may be collected while the user uses the Service.

Device information (OS, screen size, device ID), IP address, cookies, date of visit, improper usage record and service usage record may be automatically created and collected while the user uses the PC web or mobile web & apps.

3. Use of Personal Information

3.1 Personal information is used to manage membership, to provide and improve Services and to develop new service.

Personal information is collected to the minimum extent required to provide Services when the user signs up for the service or while the user uses the Services, through the homepage, individual applications and programs, and etc.

- (a) Member identification, confirmation of the user's will to sign up, user and age verification, prevention of improper usage
- (b) Analysis and service provision based on demographic characteristics
- (c) New service development, provision of various services, inquiry and complaint handling, delivery of notifications
- (d) Sending contents, etc. to the users of paid services, or shipping / payment
- (e) Prevention and sanction of any act that interrupts normal service operation of the service
- (f) Confirmation of participation in events; marketing and advertising purposes
- (g) customized service
- (h) Statistics based on service usage record, frequency of visit and service use; development of service environment to protect privacy; development of customized services; service improvement.

4. Provision of Personal Information

Cosmostation does not provide personal information to any third party without your consent or unless demanded by applicable laws.

Cosmostation entrusts the following personal information to a third party to connect Cosmostation Services to third-party services.

Cosmostation does not disclose a user's personal information to third parties without the user's prior consent. However, personal information may be provided to third parties upon the user's consent within the extent necessary for the user to use the services of Cosmostation partner companies.

5. Destruction of Personal Information

The user's personal information is to be destroyed immediately once the purpose of the collection and use of personal information is fulfilled. The procedure and method of destruction is as follows: Personal information stored in electronic file formats is to be deleted using technical means which make the information unrecoverable. Personal information printed on paper records, printed matters and documents is to be destroyed through shredding or incineration.

Exceptions are as follows

- (a) The following information is destroyed after being kept for one year from the date of the user's unregistration from the service.
 - Cosmostation Account and the email address to which a unregistration notification email was sent to send notifications and handle customer service inquiries after unregistration
 - Improper usage records

(b) The information below cannot be destroyed.

- Record of any user engagements made in the blockchain through the service (transaction record and all other information recorded in the blockchain including messages).

Other personal information which are required to be retained by law and their respective provisions are as follows:

- (a) Records of contract or withdrawal of subscription : 5 years
- (b) Records of payment and supplying goods : 5 years
- (c) Records of consumer's complaint and the settlement of dispute : 3 years
- (d) Records of marks and advertisement : 6 months
- (e) Books and supporting documents for all transactions specified by the Tax Act : 5 years
- (f) Records of electronic financial transactions : 5 years
- (g) Service visit records : 3 months

6. Others Cosmostation is committed to protecting the user's rights.

Contact the Customer Service via in writing, or email. If a user requests the revision of personal information, the user's information is not to be used or provided until the revision is completed.

Sometimes cookies are used to provide PC-based services.

Cookies are used to support a faster and more convenient use of websites and to provide customized services.

What is a Cookie?

A cookie is a small piece of text file usually set by the web server, sent from a website and stored in a User's computer hard disk while the user is browsing that website.

Purpose of use of cookie

Cosmostation uses cookies which save and retrieve user information in order to provide personal customized service. When a user visits the website, the website server reads cookies stored on the user's device to maintain environment settings and customized services. Cookies help the user use the website easily and conveniently by finding out the user's preferences. Also, they are used to provide customized marketing information by tracing the number of visiting to the website and use patterns.

Rejecting a cookie

Cookie does not collect personally identifiable information automatically or actively, and a user has an option for setting a cookie. Hence, a user may allow all cookies by setting the option on the web browser; whenever a cookie is stored, the confirmation thereof shall be completed; or, otherwise, a user may reject the storage of all cookies. Provided, however, when a user rejects the storage of a cookie, then the user may have some difficulties in using a service.

Allow or Don't Allow Cookies

- (a) Internet Explorer Select "Tool" menu at the top of the browser. > "Internet Options" > "Personal Data" Tab > Settings
- (b) Chrome Select "Settings" menu at the top right side of the browser. > "Show advanced settings" > In the "Privacy" section, click "Content settings". > Cookies

Cosmostation complies with the General Data Protection Regulation (GDPR) as well as the domestic laws of each member country.

The following may apply when Cosmostation provides services to users in EU countries.

[Purpose and Basis of Personal Information Processing]

Cosmostation uses personal information collected from users only for purposes specified in "3. Use of Personal Information", informs users prior to any use thereof and asks for agreement. In addition, Cosmostation may process personal information in accordance with applicable laws including GDPR in any of the following cases:

- When agreed by the data subject
- For signing and fulfilling a contract with the data subject
- For legal compliance
- When personal information processing is necessary for the material benefit of the data subject
- For the pursuit of legitimate interests of the company (except for cases where the benefits, rights or freedom of the data subject is more important than that of the company)

[Guarantee of Users' Rights in EU Countries]

As described in "Cosmostation protects your personal information", Cosmostation is committed to protecting your privacy. In accordance with applicable laws including GDPR, a user may request that his or her personal information be transferred to another manager, and refuse the processing of his or her information. In addition, a user has a right to file a complaint with data privacy protection authorities. Cosmostation may also use personal information for marketing purposes such as event promotion or advertisements, for which Cosmostation obtains a prior agreement. A user may withdraw the agreement at any time if he or she does not want it. A user may contact the Customer Service of any request related to the above via paper, email. The request will be handled in a proper and timely manner. When a user requests for the correction of personal information, the concerned information will not be displayed until correction is completed.

Questions regarding Privacy Protection

For any inquiries, complaints, feedback or other matters related to personal information protection which arise while you use the Services, please contact the Privacy Protection Officer or the responsible department. Cosmostation will do its best to listen to you and promptly answer any questions you may have.

Privacy Protection Officer

- Director: Jay Park
- Position : Chief Operation Officer and Chief Privacy Officer
- E-mail: privacy@cosmostation.io

Please make inquiries to the following organizations if you need to report or consult in regards to the violation of personal information.

KISA

- (Toll free)118
- <http://privacy.kisa.or.kr>

Cyber Crime Investigation, Supreme Prosecutors' Office

- 02-3480-3571
- cybercid@spo.go.kr

Cyber Terror Response Center, National Police Agency

- (Toll free)182
- <http://cyberbureau.police.go.kr>

Amendment to the Privacy Policy

Cosmostation may amend its Privacy Policy to reflect any legal or service changes. Cosmostation will notify such amendment in advance, and the amended Privacy Policy will take effect seven days after the notification of the amendment. However, any major change in user rights, including personal information items to be collected and the purpose of collecting thereof, will be notified at least 30 days in advance - Announcement Date: February 25, 2019 - Effective Date: February 25, 2019



Trust Wallet

Terms of Service

Last Updated: Aug 25, 2022

DApps Platform, Inc., and/or its affiliates ("we," "our," or "us") provides its software services through its website located at trustwallet.com and related mobile applications and products (collectively the "Services" or "Trust Wallet"). Before using our Services, please read the Terms of Service (the "Terms") carefully, along with any other policies or notices on our website or mobile applications.

Agreement to Terms

By accessing or using any or all of the Services, you expressly acknowledge that (i) you have read and understood these Terms; (ii) you agree to be bound by these Terms; and (iii) you are legally competent to enter into these Terms. If you do not agree to be bound by these Terms or any updates or modifications to these Terms, you may not access or use our Services. WE DO NOT PROVIDE INVESTMENT OR FINANCIAL ADVICE OR CONSULTING SERVICES. WE ARE SOLELY THE PROVIDER OF TRUST WALLET AND WE DO NOT ADVISE OR MAKE RECOMMENDATIONS ABOUT ENGAGING IN DIGITAL ASSET TRANSACTIONS OR OPERATIONS. DECISIONS TO ENGAGE IN TRANSACTIONS OR PERFORM OPERATIONS INVOLVING DIGITAL ASSETS SHOULD BE TAKEN ON YOUR OWN ACCORD.

Privacy Policy

For an explanation on how we collect, use and disclose information from our users please see our Privacy Policy at <https://trustwallet.com/privacy-policy>. You acknowledge and agree that your use of the Services is subject to, and that we can collect, use and/or disclose your information (including any personal data you provide to us) in accordance with our Privacy Policy.

Updates to Terms or Service

We reserve the right to update or modify these Terms at any time at our sole discretion. If we do so, we'll let you know by either posting the revised Terms on our website, on our mobile application or through other methods of communication which we deem reasonable. Such revised Terms as posted will take effect immediately, unless otherwise indicated. You should regularly check our website to inform yourself of any such changes and decide whether or not to accept the revised version of these Terms. If you continue to use Trust Wallet following any update or modification of the Terms you shall be deemed to have accepted the revised Terms. If you do not agree to the Terms or any update or modification to the Terms, you must cease to access or use our Services. Our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without prior notice, and at our sole discretion.

Eligibility

To be eligible to use Trust Wallet: (i) you must be at least eighteen (18) years old and legally competent to enter into these Terms; (ii) you must not be a resident of sanctioned jurisdictions according to any trade embargoes, UN Security Council Resolutions ("UNSCR") or HM Treasury's financial sanctions regime; and (iii) you must not be currently the subject of or subject to economic sanctions such as the United Nations Security Council Sanctions List, the list of specially designated nationals maintained by OFAC, the denied persons or entity list of the U.S. Department of Commerce or any similar list maintained by any other relevant sanctions authority. If you are using our Services on behalf of a legal entity, you further represent and warrant that: (iv) the legal entity is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; and (v) you are duly authorized by such legal entity to act on its behalf. You can only use our Services if permitted under the laws of your jurisdiction. For the avoidance of doubt, you may not use our Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of our Services would be illegal or otherwise violate any applicable laws. Please make sure that these Terms are in compliance with all laws, rules, and regulations that apply to you. You agree that you are only using our Services with legally-obtained funds that rightfully belong to you. By using Trust Wallet, you represent and warrant that you meet all eligibility requirements that we outline in these Terms. We may still refuse to let certain people access or use Trust Wallet, however, and we reserve the right to change our eligibility criteria at any time.

Services

Trust Wallet is a non-custodial wallet software, for digital assets such as cryptocurrencies, virtual commodities and NFTs ("Digital Assets"), meaning you are solely in control of and responsible for your Digital Assets and private keys, and accordingly you can authorize transactions from your wallet address. You expressly acknowledge and agree that as Trust Wallet is a non-custodial wallet software, you are solely responsible for your activity and any risk of loss at all times. Trust Wallet allows you to:

- generate wallet addresses and associated private keys that you may use to send and receive digital assets;
- browse and access third party decentralized application(s) ("DApp(s)") and third party decentralized exchanges ("DEX") through the mobile application's web browser;
- swap/trade digital assets through DApp functionality made available by third party service provider(s);
- stake certain digital assets in a third party 'proof of stake' network through staking services ("Staking Service");
- view digital asset price information made available by third party service provider(s); and
- broadcast Digital Asset Transaction data to various blockchains supported by Trust Wallet without requiring you to download or install the associated blockchain-based software to your local device.

Wallet Address, Private Key, and Backup Capabilities

An encrypted backup of certain information associated with your wallet can be stored on eligible devices. The private key is associated with the wallet address and, together, they can be used to authorize the transfer of Digital Assets to and from that wallet address. You are solely responsible for the retention and security of your private key and any mnemonic phrase ("Secret Phrase") associated with your wallet. You must keep your wallet address, Secret Phrase, and private key access information secure. It is very important that you backup your private keys, backup phrases or passwords. Failure to do so may result in the loss of control of Digital Assets associated with your wallet. You acknowledge and agree that we do not receive or store your wallet password, encrypted private key, unencrypted private key, or Secret Phrase associated with your wallet. We cannot generate a new password for your wallet if you fail to remember your original password. If you have not safely stored a backup of any wallet address and private key pairs maintained in your wallet, you accept and acknowledge that any Digital Assets you have associated with such wallet address will become inaccessible. Accordingly, we shall have no responsibility or liability whatsoever in the event you are unable to access your wallet for any reason including without limitation your failure to keep your wallet address, Secret Phrase and private key information secure.

Use of DApps and DEX

If you access or use DApps or DEX, including, without limitation, DApp functionality embedded within the Services such as the Trade/Swap Digital Assets function, you acknowledge and agree that: (i) Trust Wallet is not responsible for your access or use of DApps or DEX and shall have no liability whatsoever in connection with your use of DApps or DEX, including, without limitation, any transactions you dispute; (ii) the limits of amounts that you may exchange via DEX per day shall be subject to any requirements of the third-party developed Smart Contracts; (iii) blockchain operations are irrevocable meaning when you conduct any transactions via DApps or DEX, you shall be solely responsible for the consequences of any issues associated with such transactions, including, without limitation, your transfer to an incorrect address or problems associated with the node servers selected by you; (iv) when you use DApps or DEX, third-party developed Smart Contracts may charge you handling fees and/or service fees and any information displayed on Trust Wallet relating to such fees are for your reference only as Trust Wallet cannot and does not guarantee its accuracy, applicability, reliability, integrity or appropriateness, nor shall Trust Wallet be liable for any loss or damage that may be caused directly or indirectly by your use of these contents; and (v) Trust Wallet does not currently charge any service fees or handling fees for the use of DApps or DEX, however, Trust Wallet may, in its discretion, charge such fees at any time in the future. Any updated fees will apply to any transaction that occurs following the effective date of the updated fees.

Use of Staking Service

If you access or use the Staking Service, a third party may stake certain Digital Assets on your behalf ("Staked Digital Assets"), acting as a transaction validator on the applicable blockchain network. If a block of transactions is successfully validated using such Staked Digital Assets, a reward is granted by that network ("Staking Reward"). You acknowledge and agree that Trust Wallet is not responsible for: (i) your use of the Staking Service and shall have no liability whatsoever in connection with your use of the Staking Service; (ii) ensuring Staking will occur on a continuous basis; and (iii) ensuring any particular Digital Asset will be staked or will continue to be staked.

Buy Digital Assets with Supported Credit or Debit Cards

If you use Trust Wallet to purchase Digital Assets with your credit or debit card, a third party will convert your chosen amount into the applicable Digital Asset and credit it to your wallet. You acknowledge and agree that: (i) Trust Wallet is not responsible for your use of such third party service and shall have no liability whatsoever in connection with your use of such service; (ii) you will be subject to any terms and conditions imposed by the relevant third party service provider; (iii) Trust Wallet has no ability to change, withdraw or cancel any conversion requests you place; (iv) Trust Wallet is not responsible for any exchange rates offered by the relevant third party service provider(s); and (v) Trust Wallet is not responsible for any fees charged by the relevant third party service provider(s) or your bank or credit card issuer(s).

Digital Asset Transactions

In order for all proposed Digital Asset transactions to be completed, they must be confirmed and recorded in the Digital Asset's associated public blockchain. Such networks are decentralized, peer-to-peer networks supported by independent third parties, which we do not own, control, or operate. We have no control over the blockchain networks and, therefore, cannot and do not ensure that any transaction details that you submit via our Services will be confirmed and processed. By using Trust Wallet, you acknowledge and agree that: (i) we do not have the ability to cancel or otherwise modify your transaction; (ii) the transaction details you submit may not be completed, or may be substantially delayed, by the applicable blockchain networks; (iii) we do not store, send, or receive Digital Assets; and (iv) any transfer that occurs in relation to any Digital Asset occurs on the relevant blockchain network and not on a network owned by us and therefore we do not guarantee the transfer of title or right in any Digital Asset.

Accuracy of Information Provided by User

You represent and warrant that any information you provide via the Services is accurate and complete. You accept and acknowledge that we are not responsible for any errors or omissions that you make in connection with any Digital Asset transaction initiated via the Services. We strongly encourage you to review your transaction details carefully before attempting to transfer a Digital Asset.

Wallet Registration and Security

You must either import or create a wallet in order to use Trust Wallet. When you create a wallet, you will be assigned a private key. You agree to immediately notify us of any unauthorized use of your private key or any other breach of security of your wallet. Notwithstanding the foregoing, you acknowledge and agree that you shall assume all risks related to the use of the Services and you shall be solely responsible for maintaining the confidentiality and security of your private key. When you create a wallet, you are strongly advised to take precautions in order to avoid loss of access to and/or control over your wallet. Suggested measures include, but are not limited to, the following: (a) creating a strong unique password that you do not use for any other purpose (i.e. different to your phone password or any other passwords you use for websites, online services, etc.) and leveraging biometric authentication if available; (b) do not store the private key and Secret Phrase in plain text online or in an unsecured physical location; (c) limiting access to your devices and your wallet; (d) taking all necessary precautions against malware on your devices and networks; and (e) promptly notifying us if you discover or otherwise suspect any security breaches related to your wallet. Notwithstanding anything to the contrary herein, we shall have no liability whatsoever in connection with activities that occur on your wallet with or without your authorization.

Push Notifications

You may agree to receive push notifications from Trust Wallet that will alert you when blockchain networks supported by Trust Wallet are congested and when transactions involving your wallet have been completed. If you would like to receive push notifications, you must opt in to the service by accessing "Settings" and enabling "Push Notifications".

Payment and Fees

Fees applicable to the Services or any component of the Services, if any, shall be set forth at trustwallet.com and/or the Trust Wallet mobile application.

Transaction Fees

There may be transaction fees (e.g. mining fees) associated with your virtual currency transactions that are required by the virtual currency system or blockchain network that you engage with. You must ensure that you have an adequate balance in your wallet and/or "gas" to complete transactions before initiating a transaction. You acknowledge and agree that we will not be liable for any failed transactions or losses you incur due to incorrectly set transaction fees (i.e. too low or too high) or due to insufficient funds or gas associated with your wallet address. You further acknowledge and agree that we do not have access to your or anyone else's transactions.

Taxes

It is your responsibility to determine what, if any, taxes apply to the transactions that you have submitted transaction details for via the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. You agree that we are not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding, or remitting any taxes arising from any Digital Asset-related transactions.

Third Party Services and Content

In no event shall a description or reference to a third party's product or service (including, but not limited to, providing a description or reference via hyperlink) be construed as an endorsement or promotion of such third party products or services by us. We retain the exclusive right to add to, modify, or cancel the availability of any Third Party Service. You may agree to receive push notifications from Third Party Content providers. In order to receive push notifications, you must opt in to the service. Push notifications will not be automatically enabled on your device for Third Party Content. We do not control, endorse, or adopt any Third Party Content shared through push notifications, and will have no responsibility for Third Party Content including, but not limited to, token availability and/or sales. If, to the extent permitted by Trust Wallet, you grant express permission to a third party to access or connect to your Trust Wallet account, either through the third party's product or service or through Trust Wallet, you acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under these Terms. You are fully responsible for all acts or omissions of any third party with access to your wallet.

Intellectual Property

License

As long as you agree to and comply with the present Terms, we grant you a non-exclusive, non-sublicensable and non-transferable license to use Trust Wallet for your personal use or internal business use only. Except as otherwise expressly permitted in these Terms, you will not: (a) reproduce, modify, adapt or create derivative works of any part of Trust Wallet; (b) rent, lease, distribute, sell, sublicense, transfer, or provide access to Trust Wallet; (c) use Trust Wallet for the benefit of any third party; (d) incorporate Trust Wallet into a product or service you provide to a third party without our prior written consent; (d) circumvent mechanisms in Trust Wallet intended to limit your use; (f) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, including images and texts, underlying ideas, algorithms, file formats or non-public APIs to Trust Wallet, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (g) remove or obscure any proprietary or other notices contained in Trust Wallet; (h) use Trust Wallet for competitive analysis, as part of any other software or project of any kind or to build competitive products.

Feedback

From time to time, you may choose to submit feedback to us. We may, in connection with Trust Wallet, freely use, copy, disclose, license, distribute and exploit any feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No feedback will be considered your Confidential Information, and nothing in this Agreement limits our right to independently use, develop, evaluate, or market products or services, whether incorporating feedback or otherwise.

Open Source

Trust Wallet was developed under a GPL open source license. Information regarding Trust Wallet's current software can be found at <https://github.com/TrustWallet>. Since software development is community-based, it can be accessed, used, and shared, in modified or unmodified form, by anyone. Please be aware that GPL is a copyleft license, which means that any derivative works can only be distributed under the same license terms as the original software. If you have any questions, you should review GNU's terms and conditions at <https://www.gnu.org/licenses/gpl-3.0.en.html>

Content

Trust Wallet may contain copyrighted material and trademarks including, but not limited to, text and graphics (the "Content"), which is protected by copyright law, registered and unregistered trademarks, and other intellectual property rights. Unless otherwise provided, we exclusively own the Content. Your use of Trust Wallet does not grant you any right, title, or interest in the Content. You agree that you will not copy, reproduce, modify, republish, upload, post, transmit, distribute, collect, sell, license, create derivative works from, or, in any other way, whether manual or automated, exploit any of the Content, in whole or in part.

License to NFT Content

You may be able to store non-fungible tokens ("NFTs") on Trust Wallet. You hereby represent and warrant that you own all legal right, title in and interest to, including all intellectual property rights to the content associated with the NFT ("NFT Content"), or you are legally authorized by the owner of the intellectual property in the NFT Content to store the NFTs on Trust Wallet. You retain all rights to the NFT Content stored on Trust Wallet except for rights expressly granted herein. By using Trust Wallet, you grant us a license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) the NFT Content in any and all media or distribution methods (now known or later developed) solely as required to be able to operate and provide services of Trust Wallet. We do not monitor the NFTs and NFT Content stored on Trust Wallet for any infringement of a third party's intellectual property rights. Accordingly, we assume no liability for any action regarding any content provided by you. You further acknowledge and agree it is your sole responsibility to carry out all necessary due diligence for all your activities relating to NFTs, and you represent and warrant that you have not and are not relying on, and shall have no remedies, in respect of any statement or representation made by us in relation to any transfer or interaction otherwise with any NFTs. If you have a dispute in relation to the NFTs and/or NFT Content, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

Your Use of Trust Wallet

You agree that you will not violate any laws when using our Services. This includes any local, provincial, state, federal, national, or international laws that may apply to you. You agree that you will not use our Services to pay for, support, or otherwise engage in any illegal activities including, but not limited to, illegal or otherwise prohibited trade, illegal gambling, fraud, money laundering, or terrorist activities. For the avoidance of doubt, if we discover that you have violated these Terms and/or any applicable laws or regulatory requirements, including, but not limited to, the Bank Secrecy Act, we reserve all of our rights and remedies under these Terms and at law and will take all necessary actions against you. You further agree that: (i) you will not encourage or induce any third

party to engage in any of the activities prohibited under this Section; (ii) you will not impersonate someone or use or attempt to use another user's wallet without authorization or use our Services in any manner that could interfere, disrupt, negatively affect, or inhibit other users from fully enjoying it; (iii) you will not distribute any virus or other harmful computer code through Trust Wallet; (iv) you will not take any action that may impose an unreasonable or disproportionately large load on our or any of our third party providers' infrastructure; (v) you will not reverse engineer or bypass, circumvent, or attempt to bypass or circumvent any measures that we may use to prevent or restrict access to the Services including, without limitation, other accounts, computer systems, or networks connected to the Services; and (vi) you will not violate, misappropriate or infringe the rights of Trust Wallet, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights. Although we have no obligation to monitor any user content, we have absolute discretion to take any necessary actions any time and for any reason without notice in the event you breach these Terms. Any use of Trust Wallet other than as specifically authorized in these Terms, without our prior written permission, is strictly prohibited and we shall have the right to terminate your license to use Trust Wallet immediately without notice. You acknowledge and accept that by using the Services, you may be exposed to content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any user content, including any loss or damage to any of your user content.

Limitation of Liability & Disclaimer of Warranties

You acknowledge and agree that we have no control over, and no duty to take any action regarding: (i) failures, disruptions, errors, or delays in the processing of Digital Assets that you may experience while using the Services; (ii) the risk of failure of hardware, software, and Internet connections; (iii) the risk of malicious software being introduced or found in the software underlying Trust Wallet; (iv) the risk that third parties may obtain unauthorized access to information stored within your wallet, including, but not limited to your wallet address, private key, and Secret Phrase; and (v) the risk of unknown vulnerabilities in or unanticipated changes to the applicable blockchain networks. You release us from all liability related to any losses, damages, or claims arising from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped Digital Asset addresses; (b) server failure or data loss; (c) unauthorized access to the Trust Wallet application; (d) bugs or other errors in the Trust Wallet software; and (e) any unauthorized third party activities, including, but not limited to, the use of viruses, phishing, brute forcing, or other means of attack against Trust Wallet. We make no representations concerning any Third Party Content contained in or accessed through our Services. Any other terms, conditions, warranties, or representations associated with such content, are solely between you and such organizations and/or individuals.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OR OUR AFFILIATES, OR ANY OF OUR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY DIRECT DAMAGES OR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, REVENUE, PROFITS OR OTHER BUSINESSES OR FINANCIAL BENEFITS) WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE, STRICT LIABILITY OR OTHER THEORY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF YOUR ACCESS OR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO: ANY UNAUTHORIZED USE OF YOUR WALLET ADDRESS AND/OR PRIVATE KEY DUE TO YOUR FAILURE TO MAINTAIN THE CONFIDENTIALITY OF YOUR WALLET, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES OR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT ARE FOUND IN THE TRUST WALLET SOFTWARE OR THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY (REGARDLESS OF THE SOURCE OF ORIGIN); ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT PARTICIPATION IN OUR SERVICES); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS OUR WEBSITE, TRUST WALLET OR THE SERVICES OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE WEBSITE, TRUST WALLET APPLICATION OR ANY OTHER ASPECT OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$USD100.00) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

Warranty Disclaimer

TRUST WALLET IS PROVIDED "AS IS" AND "AS AVAILABLE", AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND UNDERLYING SOFTWARE OR ANY ASPECT OF THE INFORMATION, CONTENT, OR THE SERVICES, WHETHER PROVIDED OR OWNED BY US, OR BY ANY THIRD PARTY OR CONTAINED IN ANY THIRD PARTY MATERIALS OR ON ANY THIRD PARTY WEBSITES ACCESSIBLE OR LINKED TO OUR WEBSITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE CONTENT ACCESSIBLE VIA THE SERVICES IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. WE DO NOT MAKE ANY REPRESENTATIONS OR GIVE WARRANTIES THAT THE ACCESS TO TRUST WALLET OR USE OF THE SERVICES AND THE FUNCTIONALITY THEREOF WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY OR ERROR-FREE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless us, our affiliates, and our respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors, from and against any and all claims, damages, obligations, losses, liabilities, tort, costs or debt, and expenses (including, but not limited to, attorney's fees) arising from: (a) your use of and access to the Services; (b) any feedback or submissions you provide to us concerning Trust Wallet; (c) violation of any Third Party Content (d) your violation of the Terms; or (e) your violation of any law, rule, or regulation, or the rights of any third party.

The Limitation on Claims

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one year after such claim arises, otherwise, your claim is permanently barred.

Governing Law

No matter where you're located, the laws of the State of California will govern these Terms and the parties' relationship as if you signed these Terms in California, without regard to California's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to submit to the federal or state courts in California for exclusive jurisdiction of any dispute arising out of or related to your use of the Services or your breach of these Terms. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action.

Note to International Users

No matter where you're located, the laws of the State of California will govern these Terms and the parties' relationship as if you signed these Terms in California, without regard to California's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to submit to the federal or state courts in California for exclusive jurisdiction of any dispute arising out of or related to your use of the Services or your breach of these Terms. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action.

Termination

In the event of termination concerning your license to use Trust Wallet, your obligations under this Agreement will still continue. Your access to the funds in your Wallet after termination will depend on your access to your backup of your Wallet address and private key.

Discount of Services

We may, in our sole discretion and without cost to you, with or without prior notice, and at any time, modify or discontinue, temporarily or permanently, any portion of our Services. You are solely responsible for storing outside of the Services a backup of any wallet address and private key pair that you maintain in your wallet. Maintaining an external backup of any wallet address and private key pairs associated with your wallet will allow you to access the blockchain network upon which your wallet is secured. Such a backup will allow you to fully restore your wallet at any time without cost or loss of your Digital Assets. If you do not maintain a backup of your wallet data outside of the Services, you will not be able to access the Digital Assets associated with your wallet. Trust Wallet shall not be held responsible or liable for any loss of Digital Assets in the event that we discontinue all or any part of the Services.

No Waiver

Our failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of us. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

Severability

If it turns out that any part of this Agreement is invalid, void, or for any reason unenforceable, that term will be deemed severable and limited or eliminated to the minimum extent necessary. The limitation or elimination of the term shall not affect or impair the validity or enforceability of any remaining part of that term, clause or provision or any other terms, clauses or provisions of these Terms.

Arbitration & Waiver of Class Action

The parties agree to arbitrate any dispute arising from this Agreement or your use of the Services on an individual basis. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY. The parties agree that: (a) any arbitration will occur in San Francisco, California; and (b) the arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of American Arbitration Association for arbitration of consumer-related disputes, in the English language, and with limited discovery. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available to a court or other tribunal. THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND TRUST WALLET WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION OR PROCEEDING.

Force Majeure

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any acts of God, acts of civil or military authorities, acts of terrorism, civil or industrial disturbances, blockages, embargoes, war, strikes or other labor disputes, fire, earthquakes, storms or other nature-related events, interruption in electrical telecommunications or Internet services or network provider services, failure of hardware equipment and/or software or other utility failures, smart contract bugs or weaknesses, technological changes, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol, other catastrophe, or any other occurrences which are beyond our reasonable control, and shall not affect the validity and enforceability of any remaining provisions. If we are unable to perform our Services outlined in the Terms due to factors beyond our control, including, but not limited to, the aforementioned force majeure events or changes in applicable laws and/or sanctions policies, we shall not be liable for the Services provided under these Terms during the time period coincident with the event in question.

Assignment

You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms without any notice or consent from you. These Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.

No Third Part Beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to the Terms.

Entire Agreement

This Agreement sets forth the entire understanding and agreement as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind (including, without limitation, any prior versions of the Terms) and every nature between us. Except as provided for above, any modification to these Terms must be in writing and must be signed by both parties.

Notices

Any notices or other communications provided by us under these Terms, including those regarding modifications to it will be given by posting to the Services and/or through other electronic communication. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with your account and your use of the Services.

Questions or Comments

If you have any questions relating to these Terms, your rights and obligations arising from these Terms and/or your use of Trust Wallet and our Services or any other matter please send us a message on our contact page at support@trustwallet.com.

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System status

All systems operational[API](#)

Questions & Answers

- [What are cryptocurrencies you support?](#)
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- [What is your .onion address?](#)
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- [Are you a registered entity?](#)
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- [What is aggregation?](#)
- [Why my Monero order is taking so long to be paid?](#)
- [Why no Telegram?](#)
- [Any wallet recommendations?](#)

What are cryptocurrencies you support?

Litecoin, Bitcoin, Monero, Dash, Ethereum and Ethereum's ERC-20 tokens

Who are your liquidity providers? Can you proof your reserves?

We do not use any third-party liquidity providers and all our reserves belong to us, allocated on our nodes. We can provide a proof of reserves on request.

How exchanges are performed?

We generate a one-time input address exclusively for you. Once you transfer the required amount to it and it gets confirmed, you will receive the cryptocurrency purchased.

Do you need any documents from me in order to exchange?

No. We are a non-KYC exchange. We also never require SoF.

What is your .onion address?

<http://hszyoqwrcp7cxlnqmovp6vjvmnwj33g4wviuxqzq47emieaxjaperyd.onion>

Do you collect any client metadata (browser info, IP, etc)?

We don't collect any metadata.

Are you a registered entity?

We are a company registered in Belize. Our entity details:

Company name: **Private Project Facilitators LTD.**

Company number: **176168**

Do you have an affiliation program?

Yes, follow [this link](#) to participate.

What is aggregation?

We operate with two pools of addresses for BTC deposits and transfers - mixed and aggregated. In a mixed pool all received and sent transactions are mixed together and there is no way to discover how many people are behind certain addresses and traceability is extremely difficult, which is very good for privacy but bad for risk scoring. In the aggregated pool all transactions

we receive from users are collected on a known single address which is also used to send payments, what will clearly show you have interacted with our exchange and it's good for interacting with other major exchanges to avoid any risks of frozen funds.

These are cons and pros of each pool:

- **Aggregated pool**

(bc1qu2dq8w81v8v3171r2c5tvx3y1tv22r3nhkx7w0)

Pros:

- No risks of being frozen at major exchanges due to low risk score given by chain analysis platforms
- Chain analysis platforms will know you have interacted with an exchange and won't increase a risk score of your sending addresses
- Can be useful when someone asks you for a source of funds

Cons:

- Reduced privacy

- **Mixed pool**

Pros:

- Strong privacy
- Nearly impossible traceability of funds by chain analysis platforms
- P2P-alike

Cons:

- High risks of frozen funds at major exchanges due to high risk score given by chain analysis platforms

Why my Monero order is taking so long to be paid?

Due to the fact we are using a single wallet for all incoming and outgoing Monero payments and its protocol limitations of UTXOs being spendable strictly after 10 confirmations, multiple orders involving Monero within our system may cause delay to your order, since we are only able to process one order once a UTXO from a previous order is fully confirmed.

Why no Telegram?

Our communications framework consists mainly of desktop applications and Telegram doesn't support end-to-end encryption ("Secret Chats") in their desktop app since the initial release, thus we consider transmission of payment and other private data via Telegram insecure, including using bots and standard chats, since neither of them support end-to-end encryption. We do not use mobile devices due to risks associated with a wide exposure of manufacture supply chains to hardware backdoors. More details can be found here <https://github.com/marcovelon/tdesktop/blob/NoSecretChats/README.md> and in the following discussion <https://github.com/marcovelon/tdesktop/issues/2>

Any wallet recommendations?

- **Desktop**

- [Electrum](#) (BTC), [Electrum-LTC](#) (LTC)
- [Sparrow](#) (BTC)
- [Feather](#) (XMR)
- [MyCrypto](#) (ETH + ERC20)

- **Mobile**

- [Unstoppable Wallet on F-Droid](#) (BTC, LTC, DASH, ETH + ERC20)
- [Blixt Wallet](#) (LN) (**Warning: Not on F-Droid yet**)

WARNING: We do not recommend any mobile wallets that are not included into the official F-Droid repository. Projects that do not have technical capabilities to accomplish the inclusion criteria or simply avoiding doing so should be considered risky. The main purpose of being included to F-Droid is to ensure the compiled binaries are built from the current release source code without any modifications, because any project included to F-Droid is compiled by F-Droid's infrastructure and not by the project's team that can be compromised any time (this concept is called "reproducible builds").

- **Browser**

- Enkrypt
- **Hardware**
 - Foundation Passport

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Terms of Use

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KuCoin (www.kucoin.com) is an information intermediary service Platform (hereinafter referred to as the "Platform") that provides Users with digital asset trading and related services. The Platform provides services to Users registered with the Platform (hereinafter referred to as the "Users") in accordance with the terms and conditions of this Agreement (defined below), and this Agreement shall be legally binding between the Users and the Platform. The Platform hereby reminds the Users to carefully read and fully understand the terms and conditions of this Agreement, especially those terms and conditions of this Agreement that exclude or limit the liability of the Platform and exclude or restrict the rights and interests of the Users. The Users shall read carefully and choose to accept or reject this Agreement. Unless a User accepts all the terms and conditions of this Agreement, the User shall not be entitled to use the services provided by the Platform. If the User does not agree to the content of this Agreement or refuses to recognize the right of the Platform to make unilateral amendments to this Agreement at any time, the User shall promptly stop using and cease to access the Platform. By registering as a User of the Platform or using the services offered, a User is deemed to fully understand and fully accept all the terms and conditions of this Agreement, including any amendments that the Platform may make to this Agreement at any time.

For the convenience of wording in this Agreement, the Platform is collectively referred to as "we" or other applicable forms of first-person pronouns in this Agreement. All natural persons and other visitors who log onto this Website shall be referred to as "you" or any other applicable forms of the second-person pronouns. You and we are collectively referred to as "both parties", and individually as "one party" herein.

Chapter 1 Definition and Interpretation

Article 1 In this Agreement, the following terms and expressions shall have the meanings ascribed to them below, unless any term or condition herein requires otherwise:

(1) Agreement: consists of this Service Agreement, the Privacy Policy, Rules against Money Laundering and Terrorism Financing, as well as any other rules, statements and guidelines *inter alia* that have been or may be released or published on the Platform.

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partners, changes of the digital asset market, government actions, judicial or administrative orders, and other circumstances that are beyond the control of the Platform.

(3) Affiliate(s): if a company directly or indirectly controls another company, or is directly or indirectly under the control of another company, or otherwise has significant influence over another company or is under the significant influence of another company, the former is then an affiliated company of the latter;

(4) Intellectual Property Rights: shall have the meaning ascribed to it under Article 88 of this Agreement.

Article 2 All codes or statutes or administrative regulations cited in this Agreement shall refer to the latest amended version thereof, regardless of whether such amendment is made before or after the signing of this Agreement.

Article 3 The headings of the terms and conditions of this Agreement are for convenience only and shall not be used for the purpose of interpreting the terms and conditions of this Agreement. References herein to any statement, term, condition, annex, schedule shall refer to statements, terms, conditions, annexes, and schedules hereunder.

Article 4 The term “include” used herein shall, under any and all circumstances, always have the meaning ascribed to the term, unless this Agreement requires otherwise.

Article 5 Unless it is agreed otherwise herein, should there be any conflict or inconsistency between the documents hereunder, the validity of the documents shall be prioritized in the following order, so as to resolve such conflict or inconsistency:

- (1) User Service Agreement of KuCoin Website;
- (2) Privacy Policy of KuCoin Website;
- (3) Rules against Money Laundering and Terrorism Financing;
- (4) other agreements, rules and guidelines as may be implemented from time to time.

Article 6 The Users may choose from among different language versions of the Platform. Should there be any inconsistency or conflict between the different language versions in terms of content, or should there be any omission in one language version, the English version of the Platform (and the corresponding terms, agreements, policies, etc., as indicated under Article 5) shall prevail.

Chapter 2 Basic Terms of the Platform

Article 7 The Platform is an information intermediary service platform (website: www.kucoin.com; if the Platform releases a new web address in the form of an announcement, please visit the new web

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Article 8 In order to protect your rights and interests, you should carefully read and fully understand all the terms and conditions of this User Service Agreement before you voluntarily register to use the Platform services. Upon your registration with the Platform or use of the Platform, it shall be deemed that you fully understand and accept this Agreement and any and all subsequent amendment that the Platform may make thereto at any time; and if you breach this Agreement, you shall be held contractually responsible for any and all legal consequences of such breach.

Article 9 The Platform may amend this Agreement at any time. Upon any change to the content of this Agreement, the Platform will release the latest version of this User Service Agreement, as amended, without notifying each User one by one. If a User does not agree with the amendment of this Agreement made by the Platform, the User has the right to stop using the Platform services. If the User continues to use the Platform services, it is deemed that the User accepts the amendment(s) made by the Platform to this Agreement and the User will adhere to the terms and conditions of this Agreement as amended.

Article 10 As for the Platform's notices to the Users, and any other agreements, announcements or other notices in connection with the Users' use of their accounts and services, the Users agree that the Platform may deliver such notices, agreements and announcements by such electronic means as intra-Platform announcements, intra-website messages, e-mails, mobile phone short text messages, wireless communication devices, *inter alia*, or by such physical means as by post. Such notices, agreements and announcements shall be deemed to have been duly served on the addressees on the day when they are delivered (if they are sent to the Users by post, they shall be deemed to have been served on the third natural day after they are posted to the contact addresses of the Users retained on the Platform). If a User fails to receive any of the aforesaid notices, agreements or announcements on the date when it is deemed to have been served due to reasons not attributable to the Platform (including inaccurate or invalid e-mail address, mobile phone number, contact address, *inter alia*), the Platform shall not be held responsible in any manner whatsoever.

Chapter 3 Registered Users

Article 11 Users must register with the Platform before they may access the Platform services.

Article 12 The Users who are individuals shall be natural persons who are at least 18 years of age, or are deemed under the law of the country where they are located as natural persons having full capacities for civil rights and are capable of independently bearing civil liabilities.

Article 13 A legal person, organization or any other institution that intends to register as an institutional User with the Platform as a User thereof shall designate a representative who is a natural person that is at least 18 years of age or is deemed under the law of the country where such natural person is located as having full capacities for civil rights and capable of independently bearing civil

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or the organization you represent shall be bound by this Agreement. If you do not have any of the qualifications required under Article 12 or Article 13 of this Agreement, then you and the institution that you are authorized to represent shall bear any and all the consequences resulting therefrom, and the Platform reserves the right to cancel or permanently freeze your account and to hold you and the institution that you are authorized to represent accountable.

Article 15 You agree to provide such information as your name, email address, mobile phone number, nationality, Identity ("ID") card number *inter alia*, as is required by the Platform's User registration page.

Article 16 Before or after a User's registration with the Platform, the Platform shall have the right to require the User to provide more information or data in accordance with the requirements of any of the applicable laws, regulations, rules, orders and other regulatory documents of the country or region where the User is located. The User should cooperate with the Platform by and shall be responsible for, submitting the requisite information or materials and adopting reasonable measures to meet the requirements of local regulatory requirements.

Article 17 Each User shall hereby make the following undertakings:

(1) the User registers with the Platform and uses the Platform for the purpose of legally trading the User's own digital assets, and does not have any intention to use the Platform to violate any law or regulation or undermine the trading order of digital assets;

(2) the User must provide truthful, up-to-date, valid and complete information as is required by the Platform;

(3) the User must guarantee and undertake that the funds the User uses in trading through the Platform are from legal sources and has not been derived from any illegal activities or means;

(4) the User has the obligation to maintain and update the User profile and ensure that it is true, up-to-date, valid and complete;

(5) the User (whether as an individual or legal entity) is not a resident of or registered in, any of the Restricted Locations. For the purpose of this Agreement, "Restricted Locations" shall include the United States(including US territories, such as Puerto Rico, Guam, the Northern Mariana Islands, American Samoa, and etc.), Singapore, the mainland of China and Hong Kong, Thailand, Malaysia, Uzbekistan, Ontario Canada (the list of "Restricted Locations" may be updated from time to time at the Platform's sole and absolute discretion) ;

(6) the User (whether as an individual or legal entity) is not on any sanction lists of competent authority, including but not limited to the sanction lists of the Republic of Seychelles, the sanction lists of

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or dealing with, digital assets).

(8) in addition to this Agreement, the User shall also comply with all rules issued and updated by the Platform from time to time, including announcements, product flow descriptions, Platform project descriptions, risk alerts, *inter alia*.

Article 18 Unless the information submitted by a User is obviously false, wrong and incomplete, the Platform has the right to rely on the information provided by the User.

Article 19 If the User violates any of his/her/its undertakings under Article 17 of this Agreement:

(1) the Platform has the right to adopt such measures as suspending the User's account with the Platform and refusing to allow the User to use part or all of the functions of the Platform services (including access to the User's digital assets). In this case, the Platform shall not be held responsible in any manner whatsoever and the User agrees to bear any and all direct or indirect expenses or losses arising therefrom;

(2) if the Platform services cannot be provided or any error occurs in the provision of such services due to the User's failure to update his/her/its profile or provide the necessary information requested by the Platform, the User may not use it as an excuse for cancelling a transaction or refusing to pay, and the Platform shall not bear any responsibility whatsoever; and all consequences shall be borne exclusively by the User;

(3) the User shall bear any and all direct or indirect losses and adverse consequences arising from the User's breach of any of the undertakings; any and all illicit gains that the User may gain from such breach shall be deducted, and the Platform reserves the right to hold Users accountable.

Article 20 After you legally, completely, and effectively provide all the necessary information for registration and such information is duly verified, the registration process is completed, upon which, you officially become a User of the Platform and can log into the Platform as a User thereof.

Article 21 The Platform shall have the right to terminate the registration of a User as such or terminate the User's access to his/her/its account with the Platform (in its sole and absolute discretion) if the Platform finds out that the User is not suitable for high-risk investment and/or if the Platform is of the view (in its sole and absolute discretion) that the User has breached any of the terms of this Agreement.

Article 22 Notwithstanding the other terms and conditions of this Agreement, the Platform has the discretion to determine whether a User can pass the Platform User authentication and whether to cancel the registration of the User who has already been authenticated. The Platform has the right to refuse to permit or cancel the registration of any User, and has no obligation to inform the User of the reason for rejecting the registration thereof. The Platform does not bear any direct or indirect losses suffered by the

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register with the Platform.

Chapter 4 Content of Platform services for Registered Users

Article 24 The Platform provides the following services to Users who have completed their registration with the Platform:

- (1) relevant information disclosed by digital assets projects;
- (2) real-time quotation and trading information of various digital assets projects;
- (3) digital asset trading services;
- (4) customer services;
- (5) technical and management services ensuring the normal operation of the Platform;
- (6) other services publicly announced by the Platform.

Article 25 The Platform, as is entrusted by digital asset project owners, releases information related to and provides matching services for transactions in digital assets in accordance with Article 24 of this Agreement. The Platform is only responsible for reviewing the text of information released by the digital asset project owners, and does not guarantee or assume any responsibility for the accuracy, completeness or legality of such information. The Users shall make decisions based on their independent judgment and shall engage their own advisors and/or conduct their own research. If Users conduct digital asset transactions based on such information, the risks arising therefrom shall be borne exclusively by the Users themselves, and the Users have no right to propose any legal claim to the Platform on the basis of such risks. Any dispute between a User and the digital asset project owner arising from or related to transaction shall be settled by and between the parties to the dispute themselves, and the Platform shall not bear any transaction risk or legal liability whatsoever.

Article 26 The digital asset trading services mentioned under Article 24 of this Agreement shall include the following:

- (1) User Accounts: a User account will be generated upon a User's registration with the Platform. The User account will record the User's activities on the Platform. The above-mentioned User account is the only account for the User to log on to the Platform.
- (2) Digital asset trading: Users can submit digital asset trading instructions through the Platform and trade other digital assets with digital assets in their User accounts.

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User in accordance with the Platform services procedures on the Platform will become an irrevocable instruction for the Platform to conduct relevant transactions or operations for the User. The User agrees that the execution time of relevant instructions shall be based on the actual operation time of the Platform in the Platform system. The User agrees that the Platform has the right to handle relevant matters in accordance with this Agreement and/or the relevant dispute resolution rules of the Platform. Any dispute or loss caused by User's failure to amend or confirm the transaction status, or to submit relevant applications in a timely manner, shall be borne by the User exclusively, and the Platform shall not bear any responsibility whatsoever.

(5) Transmission of trading instructions: the Platform transmits the User's trading instructions at the time the User inputs the trading instructions and data. The User understands that the Platform is the matchmaker of digital asset transactions, not a buyer or seller participating in the transaction of digital asset transactions itself, and that the Platform does not provide any services relating to the deposit or withdrawal of the legal tender of any country.

(6) Transaction inquiry: the Platform will record all of the User's operations on the Platform, regardless of whether the purpose of such operations is finally achieved. The User can query such transaction records under the User's account in real time via such User's account.

(7) Transaction security settings: the Platform has the right to carry out the settings of transaction-related matters from time to time based on considerations of such factors as transaction security, including transaction limits and transaction times, *inter alia*. The Users understand that the aforesaid settings of the Platform may cause certain inconveniences in trading, and the Users have no objection thereto.

(8) Handling of system failures: if the Platform uncovers a handling error caused by a system failure or any other reason, the Platform has the right to correct the error regardless of whether it is beneficial to the Platform or its Users. Where due to such error, the User actually receives more digital assets than the amount that such User should have received, then regardless of the nature and reason of the error, the Platform reserves the right to correct such improperly executed transaction and the User shall return the overcharged digital assets or perform other operations in accordance with the specific requirements of the Platform's notice to the User regarding the correction of such error. The User understands and agrees that the Platform will not assume any losses or responsibilities caused by the aforesaid handling error.

Article 27 Except for the services listed under Article 24 of this Agreement and the technical services announced by the Platform, the Platform cannot provide any investment, legal, taxation or other professional opinions to the Users in connection with digital asset transactions. Moreover, any information, discussion, analysis, price and other information provided by any Platform are general comments and do not amount to advice to the Users in connection with any digital asset transaction. A User that needs any professional advice should consult relevant professionals for professional advice on

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Users in any country or region that determines that the services provided by the Platform are illegal.

Article 29 Users shall observe the following trading rules in the process of trading digital assets using this Platform:

(1) Browsing trading information: when browsing trading information on the Platform, the Users should carefully read all the content in the trading information, including price, entrusted amount, handling fees and buying or selling direction. The Users should click on the button to conduct transaction after fully understanding and accepting all the content in the trading information.

(2) Submission of entrustment: after understanding and completely receiving all the content of the trading information, Users can enter the digital asset trading information and submit the transaction entrustment after confirming that the information is correct. Upon submission of the transaction authorization to the Platform, the User shall be deemed as having authorized the Platform to act as an agent for the User to carry out corresponding transaction matching in accordance with the digital asset trading information input by the User. The User acknowledges and agrees that when there is a digital asset transaction that meets the User's entrusted transaction price, the Platform will automatically complete the transaction matching without notifying Users in advance.

(3) Inquiry of transaction details: a User can view the corresponding transaction records of digital assets through the transaction details in the personal account of such User.

(4) Revocation or amendment of entrustment: the User acknowledges that the User has the right to revoke or amend the entrustment at any time before the digital asset transaction matching is completed.

Article 30 The Platform has the right to amend, suspend or permanently terminate some or all of the services the Platform provides to a User for any of the following reasons:

(1) as is required by any of the laws, regulations, rules and orders of the sovereign country or region where the User is based;

(2) as may be necessary for the Platform to protect the legitimate interests of the Platform or customers thereof;

(3) there is any change to the trading rules of digital assets;

(4) any other justifiable reason.

Article 31 If the Platform modifies, suspends or permanently terminates some or all of the services that the Platform offers to a User based on Article 30 of this Agreement, the effective date of such modification, suspension or termination shall be subject to the Platform's announcement.

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providers and market makers as authorized service providers to provide fiat-to-digital assets exchange services (depending on the Users jurisdiction and the fiat currency with the User may elect to purchase digital assets) the (respectively, the "Exchange Service Providers" and the "Fiat Services");

- (2) the Exchange Service Providers never facilitate any service other than the Fiat Services;
- (3) the Platform shall have no obligation or responsibility to the User as to the Fiat Services;
- (4) the utilization of the Fiat Services shall be subject to the respective terms and conditions of the Exchange Service Providers and governed in the respective jurisdiction of the Exchange Service Providers;
- (5) the Platform retains the right to suspend/restrict/instruct the Exchange Service Providers to restrict any Fiat Services or impose any other measures necessary (including, without limitation, the clawing back of funds for any outstanding fees owed to the Platform), if the Users breach any of the terms in this Agreement or such other terms and conditions that may be implemented on the Platform.

Chapter 6 Account Security and Management

Article 33 The Users understand and agree that it is the responsibility of the Users to ensure the confidentiality and security of their accounts and passwords. The Users will assume full responsibility for all actions and statements made using the Users' accounts and passwords and agree to the following:

(1) Users should create passwords in accordance with relevant rules of the Platform and relevant prompts of the Platform (passwords include but are not limited to login passwords, fund passwords, mobile phone numbers bound when registering accounts, mobile phone verification codes received via mobile phones, Google verification, *inter alia*). Specific forms thereof may change; the same hereinafter. They should avoid choosing overly obvious words or dates as their passwords, such as Users' names, nicknames, birthdays, *inter alia*.

(2) The Users shall not disclose their accounts or passwords to any other person, nor shall they use the accounts or passwords of any other person. If the account of a User is illegally used by any other person due to factors not attributable to the Platform, e.g, hacking, virus or negligence on the part of the User, the Platform will not assume any responsibility whatsoever;

(3) the Users are prohibited from giving, lending, renting out, transferring or otherwise disposing of the Platform account to any third party without the consent of the Platform;

(4) the Platform recognizes the Users' instructions through the Users' accounts and passwords. The Users hereby confirm that all their conduct on the Platform after they log into the Platform using their accounts and passwords shall represent the Users themselves. The electronic information records

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(6) Where any person uses the account and password of a User without due authorization, the Platform and the legally authorized subject reserve the right to hold the actual User jointly and severally liable.

Article 34 If a User discovers that a third person fraudulently uses or embezzles the User's account and password, or such third person's use of the User's account involves any absence of requisite and due authorization, the User shall promptly notify the Platform in an effective manner and request the Platform to suspend relevant services; otherwise all the responsibilities arising from such use shall be borne by the User exclusively. Furthermore, the User understands that the Platform needs a reasonable period of time to take action on the User's request; the Platform shall not be held liable for any loss that may arise in connection with such third person's use of the services before the Platform takes action.

Article 35 Where the Platform deems on its unilateral and independent judgement that any event that undermines the security of trading may arise, the Platform shall have the right to suspend, interrupt or terminate all or part of the User services (including fee-based services) provided to a User under this Agreement, remove or delete registration information of such a User, seize illicit profits that the User may gain, without notifying such User and without assuming any responsibility to such User or any third party. The aforementioned events include:

(1) the Platform believes that the information provided by the User is not authentic, valid or complete, e.g, where the User registers with the Platform on the basis of identity information of any other person that the User uses without due authorization, or the information provided by the User for verification is inconsistent with relevant facts;

(2) the Platform uncovers any abnormal transaction by the User or any transaction by the User is suspicious or may be illegal;

(3) the Platform believes that the User's account is suspected of being involved in money laundering, cash-out, pyramid selling, fraudulent use or other situations that the Platform believes are risky or unlawful;

(4) the Platform discovers that the User uses any illegal or improper technical means to engage in any activity that endangers the security of trading or affects fair trading, including tampering with transaction data, stealing customer information, stealing transaction data, attacking other registered accounts through the Platform, inter alia;

(5) the Platform believes that the User has violated any of the rules under this Agreement or the spirit thereof;

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(7) any other circumstances under which the User breaches this Agreement;

(8) other circumstances under which the Platform, based on its sole judgment, needs to suspend, interrupt or terminate all or part of the User services (including fee-based services) provided to Users under this Agreement and remove or delete the registration information on the ground of transaction security and other reasons.

Article 36 When a User decides to cease to use his/her/its User account, the User shall first pay off all outstanding payables (including service fees, *inter alia*), then withdraw all available digital assets (if any) from the User account that are eligible for withdrawal, apply to the Platform for freezing the User account, and formally cancel the User account upon approval by the Platform.

Article 37 The User agrees that if the identity verification procedure for his/her/its User account fails to be completed, and the account fails to be logged into for a year in a row, the Platform has the right to terminate the supply of User account services without prior notice to the User, and the Platform may promptly suspend, close or delete the User account and all relevant materials and files in the User account.

Article 38 The User agrees that the suspension, interruption or termination of the User's account does not represent the termination of the User's responsibilities. The User shall still be liable for any possible breach of agreement or damages that may arise due to or in connection with such User's conduct during the time when such User uses the services provided by the Platform; furthermore, the Platform may continue keeping relevant information of the User.

Chapter 7 Prohibited Businesses

Article 39 The Users undertake that they will never use the Platform services for any illegal purpose or in any illegal way, and undertake to abide by the relevant laws and regulations of the country where they are located, as well as all international practices relating to the use of the Internet, and to abide by all network protocols, rules and procedures related to the Platform services.

Article 40 The Users agree and guarantee that they will not use the Platform services to engage in any infringement of the rights and interests of any other person or for any illegal conduct, and they shall bear any and all legal liabilities if they breach such guarantee. The above-mentioned infringements and conduct include:

(1) accessing the Platform services in the name of any other person without being duly authorized by such person;

(2) engaging in any illegal transaction, such as trafficking of firearms, narcotics, forbidden drugs, pirated software or other prohibited items;

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- (5) engaging in any conduct that may result in vulnerability to computer virus or may damage the Platform services system or data therein;
- (6) using the Platform services system to engage in any activity that may adversely affect the normal operation of the Internet or mobile computer network;
- (7) maliciously interfering with the normal proceeding of digital asset transaction and disrupting the order of digital asset trading;
- (8) using any technical means or other means to interfere with the normal operation of the Platform or interfering with the use of Platform services by any other User;
- (9) maliciously defaming the goodwill of the Platform by fabrication or exaggeration;
- (10) any other conduct that is justifiably deemed by the Platform as inappropriate.

Article 41 The Platform reserves the right to delete all types of information of a User in the Platform that does not conform to legal policies or is untrue or inappropriate on the basis of the independent judgement by the Platform, without notifying the User and without assuming any responsibility. If the User fails to comply with the above provisions, the Platform has the right to take measures such as suspending or closing the User' account on the basis of its own independent judgement and without assuming any responsibility.

Article 42 The User agrees that if any third party initiates or launches any claim or demand for compensation (including attorney fees) on the ground that the User breaches this Agreement or violates any document that is incorporated into this Agreement by reference and becomes a part of this Agreement, or that the User's use of the Platform services violates any law or infringes on any right of the third Party, the User will indemnify and hold harmless the Platform and affiliated parties thereof, cooperation partners, directors and employees thereof against such claim or demand.

Article 43 The User undertakes that the information uploaded or released by the User through the Platform is authentic and valid, and any and all the information the User submits to the Platform is authentic, valid, complete, detailed and accurate. If the Platform or any other User of the Platform suffers any loss due to the User's breach of the above undertakings, the User will assume corresponding liabilities.

Article 44 The Users understand and agree that the Platform provides services to eligible Users. The Platform does not assume any responsibility for the investment or trading of digital assets on the Platform. The Platform cannot and does not have the obligation to ensure the success of the Users' investment. The losses arising from the Users' investment or transaction of digital assets shall be borne by the Users exclusively, and the Platform may not be held liable for such loss in any manner whatsoever.

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activities, if the User fails to comply with the terms and conditions of this Agreement or the operating instructions in the trading rules published by the Platform, the Platform shall not be held liable in any manner whatsoever.

Article 46 The Users agree that the Platform has the right to place various commercial advertisements or other commercial information of any kind in various ways during the course of providing Platform services (including placing advertisements on any page of the Platform website), and the Users agree to accept the commercial promotions or other relevant commercial information that the Platform sends to the Users by email or other means.

Article 47 The Users agree that if a User has any dispute with a project owner or any other third party in connection with any digital asset transaction, they shall not request the Platform to provide relevant information through channels other than judicial or administrative channels.

Chapter 8 Service Interruption or Failure

Article 48 The Users agree that in view of the unique nature of the Internet, the Platform does not guarantee that services will not be interrupted, nor does it guarantee the timeliness and/or security of the services. If the system is unable to operate normally due to any event, as a result of which the Users cannot use any of the Platform services or their use of the services is adversely affected, the Platform shall not be held responsible to the Users or any third party. The aforesaid events include:

- (1) where the Platform system is shut down for maintenance;
- (2) where there is any error or failure in the telecommunication equipment, as a result of which it is impossible to transmit data;
- (3) where the Platform services are interrupted or delayed due to such factors as hacker attacks, technical adjustments or failures on the part of network service providers, or website upgrades, *inter alia*;
- (4) where the Platform system is unable to function due to force majeure factors such as typhoons, earthquakes, tsunamis, floods, power outages, wars, terrorist attacks, *inter alia*.

Chapter 9 Scope and Limitation of Responsibilities

Article 49 The Platform does not provide any form of guarantee for any Platform services, including the following:

- (1) Platform services will meet the needs of Users;
- (2) Platform services will be provided in a timely manner without any interference or error;

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and Trojans;

(5) all the calculation results of transactions have been duly verified by the Platform; the corresponding calculation methods will be publicized on the Platform, but the Platform cannot guarantee that there is no error or interference in such calculation.

Article 50 The Users acknowledge and agree that under no circumstance will the Platform assume responsibilities for any of the events below:

- (1) loss of the income of Users;
- (2) loss in the Users' transaction profits or contractual loss;
- (3) losses arising from interruption, suspension or termination of services;
- (4) losses of expected saved transaction cost;
- (5) losses caused by information transmission problems;
- (6) loss of investment or trading opportunities;
- (7) loss of goodwill or reputation;
- (8) losses caused by loss of or damage to data;
- (9) the cost of purchasing alternative products or services;
- (10) any indirect, special or incidental losses caused by infringement (including intentional infringement and negligence), breach of agreement, or any other reason, regardless of whether such losses are reasonably foreseeable by the Platform or not, or whether the Platform is previously informed of the possibility of such losses.

Article 51 The Users understand and agree that under no circumstances, shall the Platform be required or obliged to indemnify the Users for all or part of their losses, including (without limitation):

- (1) where the Platform reasonably believes or suspects that Users' conduct on the Platform is illegal or immoral.
- (2) where the Users mistakenly believe that losses are caused by factors attributable to the Platform;
- (3) any other losses caused by factors not attributable to the Platform.

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Validity of any information on the Third-party Websites. The Users consent to use the Third-party Websites in accordance with the service agreement of the Third-party Websites instead of this Agreement. The Third-party Websites are neither recommended nor introduced by the Platform. The Users shall judge the content, products, advertisements and any other information of the Third-party Websites at their discretion and assume the corresponding risk on their own, all of which are not related to the Platform in any manner whatsoever. The Users shall judge at their sole discretion any and all data that they download or obtain by using the Platform services and assume relevant risks; any and all damage caused by the downloaded data shall be exclusively borne by the Users.

Article 53 The advice or information obtained by Users from the Platform and staff thereof or through Platform services, whether written or oral, do not constitute any guarantee for Platform services.

Article 54 The Platform does not guarantee the accuracy, validity, security or integrity of the external links that it lists in order to provide convenience to the Users. Furthermore, the Platform does not assume any responsibility for the content on any web page that such external links may point to and that is not actually controlled by the Platform.

Article 55 To the extent permitted by law, the Platform shall not be held liable in any manner whatsoever for any indirect, punitive, special and derivative losses (including business losses, loss of profits, loss of use data or other economic benefits) in connection with or arising from this Agreement, or arising from using the Platform, or from using any of the information, content, materials, products (including software) and services provided to the Users through the Platform, or from the purchase and use of products, regardless of how they arise, and regardless whether they arise due to any breach of this Agreement (including any breach of the guarantees or undertakings hereunder) or infringement. In addition, even if the exclusive relief provided in this Agreement does not achieve its basic purpose, the Platform shall also be excluded from any liability for the above losses.

Article 56 Unless this Agreement stipulates otherwise, under any circumstances, the total liability of the Platform for breach of agreement under this Agreement shall not exceed the total amount of service fees charged on the services provided to the Users for the current digital asset transaction.

Article 57 Unless this Agreement stipulates otherwise, under any and all circumstances, if a User breaches this Agreement or any of the laws and regulations of the country where the User is located, and consequently causes any damage to the Platform, the User shall indemnify the Platform against any and all direct and/or indirect losses (including litigation costs, *inter alia*).

Article 58 The Users recognize that common law remedies for breach of agreement or possible breach of agreement may not be sufficient to cover all or part of the losses suffered by the non-breaching party. Therefore, the Users agree that the Platform has the right to seek injunctive remedies and all other remedies permitted by common law or equity in the event of breach or possible breach of agreement by the other party to this Agreement.

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All agreement guarantees are exclusively made only by the Platform, and are binding on the Platform only, and are not binding on any third party.

Article 60 Users acknowledge and agree that the Platform does not waive any right to which the Platform is entitled and limits, exempts or offsets the Platform's liability for damages to the maximum extent permitted by law, even if such right is not referred to herein.

Chapter 10 Risk Warnings

Article 61 Users acknowledge and agree that no transaction through the Platform is free from the following risks, and the Platform cannot and does not have the obligation to be responsible for the following risks:

- (1) macroeconomic risks: Users may suffer losses due to abnormal price fluctuations arising from changes in the macroeconomic situation;
- (2) policy risks: changes in relevant laws, regulations, policies and rules may cause abnormal fluctuations in prices and other areas, as a result of which the Users may suffer losses;
- (3) default risks: Users may suffer losses due to the inability or unwillingness of the project owner to carry out or continue carrying out their project;
- (4) risks related to earnings: digital assets are not issued by any financial institution or platform, and the digital asset market is a brand new and unconfirmed market that may not generate actual increase in earnings;
- (5) trading risks: digital assets are mainly used by speculators, and are used relatively less in retailing and commercial markets; the trading of digital assets involves an extremely high level of risk because trading of digital assets goes on uninterrupted throughout the day without any limits on the ups and downs, and therefore prices are subject to large fluctuations caused by traders and/or global government policies;
- (6) risks caused by *force majeure* factors;
- (7) User's fault: any and all losses caused by the Users' fault, including loss caused by wrong decision-making, improper operation, forgetting or revealing passwords, deciphering of passwords by others, third-party intrusion into computer systems used by the Users, and malicious or improper operation by a third party entrusted by the Users to serve as their agent.

Article 62 Digital asset transactions are extremely risky and are therefore not suitable investments for most people. The Users know and understand that part or all of their investment in digital asset trading

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The Users shall bear any and all losses arising from their decision, and the Platform shall not bear any responsibility for Users' investment or trading decisions.

Article 63 In view of the risks arising from digital asset investment or transaction, if a User has any doubts as to such investment or transactions, the User should seek the assistance of professional consultants prior to transaction or investment.

Article 64 The Platform does not provide any guarantee or condition to any User and/or any transaction, whether express, implied or statutory. The Platform cannot and does not attempt to control the information released by Users or project owners. The Platform does not undertake any form of certification and authentication services for such information. The Platform cannot fully guarantee the authenticity, sufficiency, reliability, accuracy, integrity and validity of all content on the Platform, and does not need to bear any legal responsibilities arising therefrom. The Users should base their transaction on their own independent judgment and assume full responsibility for their own judgment.

Article 65 The Platform does not make any express or implied guarantee for its Users to use the Platform services, including but not limited to the applicability, absence of errors or omissions, continuity, accuracy, reliability and suitability for a particular purpose. Furthermore, the Platform does not make any undertaking and guarantee in connection with the validity, accuracy, correctness, reliability, quality, stability, integrity and timeliness of the technologies and information involved in the services provided by the Platform.

Article 66 Whether to log into the Platform or use the services provided by the Platform is the personal decision of individual Users, who shall exclusively bear any and all risks and possible losses that may arise from such decision. The Platform does not make any express or implied guarantee in connection with the market, value and price of digital assets. The Users know and understand the instability of the digital asset market. The price and value of digital assets may fluctuate significantly or collapse at any time. Engaging in digital asset transaction is the free choice and decision by individual Users, who shall exclusively bear the risks and possible losses that may arise.

Article 67 The above clauses do not reveal all the risks and market situations that the Users may be subject to when they engage in transactions through the Platform. Before making a decision relating to transaction, the Users should fully understand the relevant digital assets, adopt a cautious approach to decision-making based on their own transaction objectives, risk tolerance capacity and asset status, and assume all risks exclusively on their own.

Article 68 Under any and all circumstances, the third party shall be responsible for the services that are provided by such third party and are involved in the Users' use of the Platform services, and the Platform shall not bear such responsibility.

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Agreement or any rules published by the Platform from time to time;

- (2) where any loss or liability is caused by any uncertainty, ambiguity or incompleteness in the instruction information sent by the User to the Platform;
- (3) where any loss or liability is caused by insufficient balance of digital assets in the User's account;
- (4) where any losses or responsibilities is caused by any other factor attributable to the User.

Chapter 11 Service Fees and Other Fees

Article 70 If a User uses the Platform services, the Platform will charge relevant Platform service fees on the User. Each item of Platform service fee shall be subject to the description and rates of fees listed on the Platform when the User uses the Platform services. The Platform reserves the right to unilaterally formulate and adjust the rates of the Platform services fees.

Article 71 The Users may have to pay to third parties a certain third-party service fee in connection with their use of the Platform services. For the specific rates of such third-party service fees, please refer to relevant web pages of the Third-party Websites, or the Platform's reminders and fee rates. The Users agree to pay such service fees to the third parties on their own or by entrusting the Platform or a third party designated by the Platform according to the aforementioned rates.

Chapter 12 Termination of Agreement

Article 72 Users have the right to apply to the Platform for cancellation of their accounts with the Platform at any time in accordance with the provisions of this Agreement. If the Platform cancels the account of a User in accordance with Article 36 of this Agreement, this Agreement will be terminated as of the date when the Platform approves the User's application for account cancellation.

Article 73 Where an account is canceled in accordance with Articles 36 and 37 of this Agreement, this Agreement will be terminated as of the date when the Platform cancels such User account.

Article 74 If a User deceases or is declared dead, all the rights and obligations thereof under this Agreement shall be borne by the successor thereof. If a User loses all or part of his/her/its capacity for civil rights or civil conducts, the Platform or its authorized subject has the right to dispose of the funds related to the User's account in accordance with valid legal documents (including effective court judgments, inter alia) or instructions from the legal guardian of such User. If the successor or legal guardian of the User decides to continue performing this Agreement, this Agreement shall remain valid; otherwise, the successor or legal guardian of the User shall apply to the Platform for cancellation of the account number in accordance with Article 35 of this Agreement, and this Agreement shall be terminated from the date when the Platform approves the cancellation of the account of the User.

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Article 76 After the termination of this Agreement, the Users shall have no right to require the Platform to continue providing any services or performing any other obligations to them, including but not limited to requiring the Platform to retain or disclose to the User any information in their former accounts to forward to the Users or any third party any information that they have not read or they have sent.

Article 77 The termination of this Agreement does not affect the non-breaching party's claim against the breaching party that the breaching party shall be liable for breach of agreement before the termination of other agreements, nor does it affect the performance of the post-contractual obligations under this Agreement.

Chapter 13 Protection and Authorization of Personal Information

Article 78 The personal information under Chapter 13 of this Agreement shall include the following information:

(1) personal registration information provided by the Users in accordance with the requirements of the Platform when they register accounts with the Platform or when they use the accounts, including but not limited to telephone numbers, mailbox information, and ID card information;

(2) the server data in the Users' browser that the Platform automatically receives and records when the Users use the Platform or access the Platform, including but not limited to IP address and other data and web page records required by the Users;

(3) relevant data collected by the Platform on which Users conduct transactions on the Platform, including but not limited to transaction records;

(4) personal information of other Users legally obtained by the Platform.

Article 79 Without additional consent from the Users, the successful registration of the Users on the Platform shall be deemed as the Users' consent that the Platform may collect, use or disclose the Users' personal information, and the Users understand and agree that the Platform may use the collected personal information of the Users for the following purposes based on the consideration of customizing the Platform services for the User, resolving disputes and helping to ensure safe transactions on the Platform:

(1) providing Platform services to Users;

(2) reporting to relevant departments based on the requirements of relevant competent departments of sovereign countries or regions;

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(4) to assist the Platform in designing new products and services and in collecting and sorting out information to improve the existing service objectives of the Platform;

(5) in order to ensure that the Users understand the specific conditions of the Platform services, Users agree that the Platform will send them marketing campaign notices, commercial electronic information and advertising related to the Users, instead of generally placed advertisements;

(6) the Platform transfers or discloses the Users' information to any unrelated third party in order to complete merger, demerger, acquisition or asset transfer;

(7) to complete software certification or management software upgrade;

(8) to invite Users to participate in surveys about relevant Platform services;

(9) to be used in data analysis for cooperation with government agencies, public affairs agencies, associations, *inter alia*;

(10) to be used to resolve disputes or mediate in disputes;

(11) to be used for all other legitimate purposes and other purposes authorized by the Users.

Article 80 The Platform automatically tracks certain information on Users in connection with their conduct on the Platform. On the precondition of not disclosing the Users' privacy, the Platform has the right to analyze the entire User database and make commercial use of the User database.

Article 81 The Users agree that the Platform can use data collection devices such as "cookies" on some web pages of the Platform.

Article 82 The Platform shall protect the Users' data in accordance with relevant laws and regulations. The information provided to the Platform by the Users in connection with the performance of this Agreement may not be sold maliciously or shared with any third party free of charge, except for under the following circumstances:

(1) suppliers that provide independent services and only require information related to and necessary for the services;

(2) government departments or other institutions that have legal access to information and retrieve information through legal channels;

(3) affiliated companies of the Platform;

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services (including the information provided and generated prior to the signing of this Agreement) and the information queried and collected by the Platform in accordance with this Article, to provide services, recommend products, carry out market research and information data analysis for Users by the Platform and its partners entrusted in connection with the services.

Article 84 Unless the law requires otherwise, the User shall authorize the Platform, for the purpose of providing better services and products to the Users, to inquire and collect User information and provide such information to partners with which the Platform cooperates as may be necessary for the services.

Article 85 In order to ensure the safety of User information, the Platform and its partners are obligated to keep confidential the above information and take various measures to ensure the safety of the information.

Article 86 The provisions under chapter 13 of this Agreement shall come into effect upon the signing of this Agreement, have independent legal effect, and may not be affected by the formation of the contract or the change of its effective status.

Chapter 14 Protection of Intellectual Property

Article 87 Intellectual property rights, including trademark rights, patent rights, copyrights, trade secrets, and so on, to all the content on the platform, including works, pictures, archives, information, materials, platform architecture, the arrangement of the platform screen, platform design, text and graphics, software compilation, the relevant source code and software, are legally owned by the Platform or other rights-holders.

Article 88 Without the written consent of the Platform or other rights holders, no one is allowed to use, modify, copy, publicly disseminate, change, distribute, release or publicly publish the Platform program or content without due authorization.

Article 89 The Users are not allowed to download (except for web page caches) or modify the Platform or any part thereof without the explicit written consent of the Platform. The Users are not allowed to resell or make commercial use of the Platform or any of content thereof; the Users may not: collect and use product catalogues, descriptions and prices, make any derivatives of the Platform or content thereof; download or copy account information or use any data collection robots or similar data collection and extraction tools for other commercial interests. Without the written permission of the Platform, it is strictly prohibited to systematically obtain the content of the Platform to directly or indirectly create or edit collections, compilations, databases, or personal name and address records (whether or not through robots, spiders, automatic instruments, or manual operations). In addition, it is strictly prohibited to use the content and materials on the Platform for any purpose that is not explicitly permitted by the terms of use.

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text, web designs or terms, or the platform or affiliated companies thereof without the explicit written consent of the Platform, Users are not allowed to use the name or trademark of the Platform or affiliated companies thereof in the form of meta tags or any other "hidden text". Any such unauthorized use will result in termination of the permit or license granted by the Platform.

Article 91 Neither the Users' logging into the Platform nor their use of any service provided by the Platform shall be deemed as the transfer of any intellectual property rights from the Platform to Users. The Users are subject to the obligation to respect intellectual property rights, and should the Users infringe on any of the intellectual property rights, the User shall bear legal liabilities to the Platform, including indemnifying the Platform against damages that may arise therefrom.

Chapter 15 General Provisions

Article 92 This Agreement is jointly signed by the Users and the Platform and is applicable to all activities of the Users on the Platform. The content of this Agreement includes the terms and conditions of the main body of the Agreement and various rules that have been issued or may be issued in the future. All the terms, conditions, and rules are an integral part of this Agreement and shall have the same legal effect as the main body of this Agreement.

Article 93 If any term or condition of this Agreement is deemed to be unenforceable, invalid or illegal by any competent authority, the validity of the other terms and conditions of this Agreement shall not be affected.

Article 94 The rights and obligations agreed on in this Agreement shall also be binding on the transferees, heirs, executors and administrators of all parties hereto that have obtained benefits from the rights and obligations through transfer or assignment of such rights and obligations. The Users may not transfer their rights or obligations under this Agreement to any third party without the consent of the Platform, but the Platform may transfer its rights and obligations under this Agreement to any third party at any time, with a notice to the Users thirty (30) days prior to the transfer.

Article 95 If any term or condition in this Agreement becomes totally or partially invalid or unenforceable for any reason, it shall be deemed that the term or condition can be separated from this Agreement and replaced by a new and effective term or condition that is as close as possible to the intentions of the parties and that can preserve the economic purposes required by this Agreement. Moreover, in this case, the other terms and conditions of this Agreement shall remain fully valid and binding.

Article 96 Unless it is otherwise agreed in this Agreement, nothing in this Agreement shall be deemed to have created, implied or otherwise treated the Platform as an agent, trustee or other representative of the Users.

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take effect only after the non-breaching party or the party that does not seek such waiver signs in writing to agree to the waiver. Any waiver of breach of agreement under this Agreement cannot be deemed or interpreted as an exemption of the non-breaching party from any subsequent breach of agreement or other breach of agreement. Failure to exercise any right or remedy shall not be construed as a waiver of such right or remedy in any way.

Article 99 In executing this Agreement, the User agrees that all of the activities that the Platform conducts with the User takes place within the Republic of Seychelles, regardless of the physical location at the time the User uses the Platform or otherwise engages with Platform. This means that the User agrees that the parties' activities are subject only to the laws of Seychelles and not to the laws of any other country in which the User may be physically present at any given time, and therefore that any redress the User may seek from the Platform in any circumstances must be sought under Seychelles law. However, the User agrees to comply with all relevant laws and regulations that may apply to Users' application of the Platform in any jurisdiction in which the User may be located.

Article 100 The Platform is not offering its services outside the Republic of Seychelles. However, a User does not need to be resident in the Seychelles to be eligible to utilize the services of the Platform. Foreign Users themselves are wholly responsible for complying with all laws in their respective country of residence or from which they may access the Platform and the Platform accepts no responsibility for any breach of any local laws. Where a jurisdiction has relevant laws which regulate digital asset trading, no offer to provide Platform services is made to such foreign Users where it would constitute a breach of any law or require any filing, registration or approval with any competent authority.

Article 101 This Agreement is concluded in accordance with the laws of the Republic of Seychelles, and its establishment, interpretation, content and performance shall be governed by the relevant laws and regulations of the Republic of Seychelles. Any claim or lawsuit arising out of or in connection with this Agreement shall be interpreted and enforced by the laws of the Republic of Seychelles.

Article 102 Unless otherwise agreed by other rules under this Agreement, both parties agree that any claims or lawsuits arising from or related to this Agreement shall be submitted to the Singapore International Arbitration Commission for arbitration.

Article 103 This Agreement shall enter into force when the Users obtain their account with this Website, and shall be binding on the Users and this Platform.

Article 104 The ultimate power to interpret this Agreement shall be vested in this Platform.

Note: The distribution of virtual currencies by KuCoin is not addressed to the Belgian public.

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PoR (Proof of Reserves)

Sitemap

Delistings

Business

Token Listing

KuCoin Labs

KuCoin Ventures

Spotlight Application

P2P Merchant Application

Safeguard Program

Legal

Terms of Use

Privacy Policy

Risk Disclosure Statement

AML & CFT

Special Treatment

Law Enforcement Requests

Crypto Prices

Bitcoin (BTC) Price

Ethereum (ETH) Price

Ripple (XRP) Price

KuCoin Token (KCS) Price

More Prices

Learn

Buy Bitcoin

Buy Ethereum

Buy Solana

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Buy XRP

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Terms of Use

V1.1 - Last edited on Mar 31, 2023

These Terms and Conditions of Use (these "Terms") are between you (also referred to herein as "user", "you" and "your") and Ambit Tech Pte Ltd., a company incorporated in Singapore ("Leap", "we", "us" and "our"). These Terms govern your use of the services provided by Leap described below. By accessing the services made available on <https://www.leapwallet.io/> and browser extension (the "Website") or through the Leap's Android or iOS applications (the "Apps") (collectively, the "Services"), you agree that you have read, understand, and accept all of the terms and conditions contained in these Terms.

1) Introduction

1.1) Eligibility

To be eligible to use the Services, you must (a) be at least eighteen (18) years of age or older; (b) not be a Restricted Person (as defined below). If you are a Restricted Person, do not attempt to access or use the Website or to install or use the Apps. Leap may but is not obligated to implement technical measures such as "geo-blocking" to ensure that the Services are not available to Restricted Persons. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Services is prohibited. We reserve the right to limit the availability of our Website to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

For the purpose of these Terms:

"Restricted Person" shall mean any person that (a) resides in, a citizen of, is incorporated in, or has a registered office in any Restricted Territory, as defined below; and (b) is listed on, or owned or controlled by a person or persons listed on, or acting on behalf of a person or persons subject listed on, any Sanctions List or otherwise subject to any Sanctions.

"Restricted Territory" shall mean any state, country or region that is listed on any Sanctions List or is otherwise subject to sanctions enforced by the United States, the United Nations, the United Kingdom or the European Union (including but not limited to, Myanmar (Burma), Cote D'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Iran, Iraq, Libya, Mali, Nicaragua, Democratic People's Republic of Korea (North Korea), Somalia, Sudan, Syria, Yemen, Zimbabwe).

"Sanctions" shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority.

“Sanctions Authority” shall mean any of (a) the United States government; (b) the United Nations Security Council; (c) the United Kingdom government; and (d) the European Union; and (e) the Singapore government.

“Sanctions List” includes the “Specially Designated Nationals and Blocked Persons”, “Consolidated Sanctions” and “Sanctions Programs and Country Information” lists maintained by the Office of Foreign Assets Control of the US Department of Treasury (OFAC), the “Consolidated List of Financial Sanctions Targets” and the “Investment Ban List” maintained by Her Majesty's Treasury (HMT), or any similar list maintained by, or public announcement or designation made by any Sanctions Authority.

1.2) Suspension or Termination

We reserve the right to disable access to the App / Website interface at any time in the event of any breach of the Terms, including without limitation, if we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in the Terms. Further, we reserve the right to limit or restrict access to the App / Website interface by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the App / Website interface being inaccessible to you at any time or for any reason.

1.3) Interface

The interface hosted on the App / Website provides a visual representation of the available Services and enables access to the Leap Wallet. You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the App / Website and interface thereon. You shall ensure that your use of the App / Website and Leap Wallet is not prohibited by or otherwise violates or facilitates the violation of any applicable laws or regulations, or contributes to or facilitates any illegal activity. We make no representations or warranties that the information, products, or services provided through the App / Website, are appropriate for access or use in other jurisdictions outside of Singapore.

1.4) Access

You agree and understand that you are not allowed to enter any restricted area of any computer or network of Leap under any circumstances, or perform any functions that are not authorised by these Terms.

2) THE SERVICE

2.1) Leap Wallet

Leap Wallet is a non-custodial electronic wallet application, which allows users to generate new wallet addresses and associated private keys or import any existing wallet addresses, manage, monitor and engage in various transactions relating to supported digital assets.

Leap Wallet is intended solely for proper use with supported digital assets and supported blockchains (as designated by Leap from time to time, which may in its sole discretion terminate support at any time for any particular digital asset). Under no circumstances should you attempt to utilise Leap Wallet to store, send, request, or receive any assets other than supported digital assets on the supported blockchains. Leap assumes no responsibility in connection with any attempt to use Leap Wallet with unsupported digital assets or any unsupported blockchains.

Leap solely provides technical software and does not own or control the underlying software protocols which govern the operation of digital assets and which users may interact with utilising Leap Wallet. Generally, these

underlying protocols are open source, and anyone can use, copy, modify, and distribute them. Leap assumes no responsibility for the operation of the underlying protocols and does not guarantee the functionality or security of network operations. In particular, the underlying protocols may be subject to sudden changes in operating rules (including “forks”). Any such operating changes may materially affect the availability, value, functionality, and/or the name of your digital assets.

2.2) Custody and title to assets

When you access certain features of the Services, the user interface will allow you to perform a variety of transactions on the relevant supported blockchains. In particular, you confirm that all actions and functions performed through the relevant supported blockchains are irrevocable.

You remain in full control of your digital assets, which are not held or controlled in any way by Leap. Leap does not collect or hold your private keys or your recovery phrase – accordingly, if you lose your private key and/or secret recovery phrase, you will lose access to your digital assets and any person having access to such private key / recovery phrase will have full access to your Leap Wallet. Leap cannot access your digital assets; digital backups; recover keys, passwords, or other information; reset passwords; or reverse transactions. An encrypted backup of certain information associated with the Leap Wallet can be stored on your device in Keystore JSON format. The private key is connected to your digital asset address and, together, they can be used to authorize the transfer of digital assets to and from that digital asset address. **YOU ARE SOLELY RESPONSIBLE FOR THE SAFETY OF YOUR DIGITAL ASSETS AND YOUR USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION FOR STORING, BACKING UP, AND MAINTAINING THE CONFIDENTIALITY OF YOUR PRIVATE KEYS, RECOVERY PASSWORDS, AND INFORMATION, AND FOR THE SECURITY OF ANY TRANSACTIONS YOU PERFORM USING THE APP / WEBSITE.** You expressly relieve and release Leap from any and all liability and/or loss arising from your use of the Services.

Leap Wallet is a non-custodial software, so title to all supported digital assets are held directly in your own name as your property, and you shall not transfer the same to Leap. As owner of supported digital assets, you shall bear all risk of loss of such supported digital assets. Leap shall have no liability for supported digital asset fluctuations or any loss.

2.3) Interactions with Third Party Service Providers / Protocols

The Services may incorporate, integrate or may provide access to, applications or materials that are hosted by another party, including, but not limited to: (a) blockchain networks (such as Cosmos, Terra, and Avalanche); (b) information providers or oracles (for price data, currency exchange information, market data, and other relevant information); (c) various exchanges, liquidity or lending protocols; and (d) validators providing staking services. Please note the provisions and disclaimers in Clauses 4.1 and 10.3 below.

You are informed and hereby acknowledge that in relation to the functionalities of the Leap Wallet (i.e., the transfer, swap or stake functions), all transactions are conducted through either the relevant blockchain network (for the transfer function), the relevant exchange or liquidity protocols (for the swap or stake function).

You acknowledge that we will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions and that you are contracting directly with your counterparty on a peer-to-peer basis through the relevant blockchain or protocol (for the transfer or swap function). Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the App / Website, or using the smart contracts, or any other transactions that you conduct via the relevant blockchain network.

2.4) Experimental features

In order to test new features and functionalities, we may release certain experimental features on Leap Wallet from time to time. These features may not be complete and may have not been fully tested, which may present

heightened risks. They may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information. Leap does not guarantee the stability, functionality, or long-term support of these features, and we do not recommend using these features unless you have strong technical skills and fully understand the implications of your actions. You expressly acknowledge and agree that use of Leap Wallet (including any experimental feature) is at your sole risk.

2.5) Service fees

The relevant blockchain network typically requires the payment of a transaction fee ("Gas Fee") for every transaction that occurs on the relevant blockchain network. The Gas Fee funds the network of computers that run the decentralised network. This means that you will need to pay a Gas Fee for each transaction that occurs via the App / Website.

2.6) Not an Offering of Banking business, Trust business, Custodial business, Escrow business, Securities or Commodities

You understand and affirm that Leap is a non-custodial provider of technical software which assists users to managing their digital assets. The content of the App / Website and the Services do not constitute any banking business, trust business, custodial business, escrow business, any offer to buy or sell, or a solicitation of an offer to buy or sell investments, securities, partnership interests, commodities or any other financial instruments in any jurisdiction. The content or the App / Website and the Services also do not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation. In particular, the Services do not constitute any "banking business" within the meaning of any banking laws, "custody" within the meaning of any virtual assets law, or "capital markets products" or "securities" within the meaning of any securities law.

2.7) No Advice

Leap makes no representation or warranty, express or implied, to the extent not prohibited by applicable law, regarding the advisability of participating in digital assets on any blockchain, any financial products, securities, funds, commodity interests, partnership interests or other investments or funding or purchasing loans. Leap is merely a technology service provider allowing you to manage your own digital assets connecting you with various third parties and does not offer fiduciary services, and is not your agent, trustee, advisor or fiduciary.

2.8) Taxes

It is your sole responsibility to determine whether, and to what extent, any taxes apply to any interest received through the Services, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax authorities.

3) CONDITIONS OF USE

You agree to use the App / Website and/or the Services, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein and subject further to the following conditions:

- a. *Unlawful Activity:* you agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or Sanctions, or that involves proceeds of any unlawful activity.
- b. *Abusive Activity:* you agree not to engage in any activity that poses a threat to Leap or the App / Website, for example by distributing a virus or other harmful code, or through unauthorized access to the App / Website or

other users' digital assets. You shall not use the App / Website in any manner that could damage, disable, overburden, impair or otherwise interfere with any of Leap's server, or the networks connected to any Leap server, or interfere with any other party's access and use of the App / Website.

c. *Inappropriate Behaviour*: you agree not to interfere with other users' access to or use of the Services.

d. *Communication*: you agree not to communicate with other users for purposes of (1) sending unsolicited advertising or promotions, requests for donations, or spam; (2) harassing or abusing other users; (3) interfering with transactions of other users. You agree not to use data collected from the App / Website to contact individuals, companies, or other persons or entities outside the App / Website for any purpose, including but not limited to marketing activity.

e. *Fraud*: you agree not to engage in any activity which operates to defraud Leap, other users, or any other person; or to provide any false, inaccurate, or misleading information to Leap.

f. *Gambling*: you agree not to utilize the Services to engage in any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance.

g. *Unfair competition*: you agree not to access the App / Website or use the Services in order to build a similar or competitive site, services, or software.

4) RISK FACTORS

You acknowledge and agree that the Services are currently in the initial development stages and there are a variety of unforeseeable risks with utilising the Services or participating in the platform. In the worst scenario, this could lead to the loss of all, or part of your digital assets associated with the Services. **IF YOU DECIDE TO UTILISE SERVICES YOU EXPRESSLY ACKNOWLEDGE, ACCEPT AND ASSUME THE BELOW RISKS AND AGREE NOT TO HOLD LEAP OR ANY OF THEIR RELATED PARTIES RESPONSIBLE FOR THE FOLLOWING RISKS:**

4.1) Third-party Risk

The Services rely on whole or partly, on third-party software and the continued development and support of third parties. There is no assurance or guarantee that those third parties will maintain their support of their software, which might have a material adverse effect on the Services.

Further, when using the stake function, you may be exposed to counterparty risk if there is any default, insolvency or failure to perform on the part of the relevant service provider you have chosen to stake the relevant digital asset with.

4.2) No Insurance

Digital assets are not legal tender, are not backed by the government, and are not subject to any deposit insurance schemes or protections under any banking or securities laws. Leap is not a bank and does not offer fiduciary services, nor does it offer any security broking services.

4.3) New Technical Risk

The Leap software used for Leap is new. While this software has been extensively tested, the software used for the Services is still relatively new and could have bugs or security vulnerabilities. Further, the software is still

under development and may undergo significant changes over time that may not meet users' expectations.

4.4) Smart Contract Risks

The underlying smart contracts run on a variety of supported blockchain networks, using specially developed smart contracts. Accordingly, upgrades to the relevant blockchain network, a hard fork in the relevant blockchain network, re-organisations of blockchain structure or blocks, or a change in how transactions are confirmed on the relevant blockchain network may have unintended, adverse effects on the smart contracts built thereon, including Leap software and smart contracts.

4.5) Information Security Risk

Digital assets, and use of the Services may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Services in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the underlying blockchain networks comprise open-source software, there is the software underlying the Services may contain intentional or unintentional bugs or weaknesses that may negatively affect the Services or result in the loss of the user's digital assets, the loss of the user's ability to access or control their digital assets. In the event of such a software bug or weakness, there may be no remedy, and users are not guaranteed any remedy, refund or compensation.

4.6) Regulatory risks

The regulatory status of digital assets, and distributed ledger technology is unclear or unsettled in many jurisdictions. While every effort has been taken to ensure that the Services are compliant with local laws, it is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to the Services. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting distributed ledger technology and its applications, including the Services. Regulatory actions could negatively impact Leap in various ways, and thus the Services may not be available in certain areas.

4.7) Taxation Risk

The tax characterization of digital assets, and the usage of the Services are uncertain. It is possible that the user's intended treatment of digital assets may be challenged. You must seek your own tax advice in connection with the Services provided by Leap, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value-added taxes, income taxes and similar taxes, levies, duties or other charges and tax reporting requirements.

4.8) Other Risks Associated with the ownership or trading of digital assets

Trading in digital assets entails significant risks of financial loss. You should not commit funds to owning or trading in digital tokens that you are not prepared to lose entirely. Markets for digital assets are volatile and prices can fluctuate significantly, which could result in sudden and significant increases or decreases in the value of your assets at any given moment. You should assess whether your financial situation and risk tolerance is suitable for owning, buying, selling or trading digital tokens. You accept and agree that you are solely responsible for any decision to buy, sell, trade or otherwise hold or deal with digital assets.

5) WEBSITE AVAILABILITY AND ACCURACY

5.1) Access and Availability

Access to the Services may become degraded or unavailable on Leap during times of significant volatility or volume. This could result in the inability to interact with third-party services for periods of time and may also

lead to support response time delays. Users will, however, be able to access these third-party services through other means. Although we strive to provide you with excellent service, we do not guarantee that the App / Website or Services will be available without interruption, and we do not guarantee that requests to interact with third-party services will be successful.

5.2) Website Accuracy

Although we intend to provide accurate and timely information on the Website, the Website (including, without limitation, the content may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we shall have no liability for such decisions. Links to third-party materials (including without limitation any websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third-party materials accessible or linked to from the Website.

6) CONSENT TO ELECTRONIC DISCLOSURES AND SIGNATURES

6.1) General

Because Leap operates only on the Internet, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us, therefore, we also need you to consent to our providing you certain disclosures electronically, either via our App / Website or to the email address (if applicable) you provide to us. By agreeing to these Terms, you agree to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating to your use of the App / Website and Service.

6.2) Communications

By accepting these Terms, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, in any way as we deem appropriate. Notwithstanding the aforementioned, any form of communication from Leap will be provided to you electronically through the App / Website or (if applicable) via email to the email address provided. If you require paper copies of any agreements or disclosures, you may print such documents desired.

6.3) Scope of Consent

Your consent to receive disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such disclosures relate, whether between you and Leap or a third party by and through the Service. Your consent will remain in effect for so long as you are a user and, if you are no longer a user, will continue until such a time as all disclosures relevant to Services received through the App / Website.

6.4) Withdrawing Consent

You may withdraw your consent to receive agreements or disclosures electronically by contacting us at [support@leapwallet.io]. However, once you have withdrawn your consent you will not be able to access the Services.

7) INTELLECTUAL PROPERTY, COPYRIGHTS AND IDENTIFYING MARKS

7.1) Leap Intellectual Property

You acknowledge that all Intellectual Property Rights in the Leap Wallet, the App / Website, or any service/product thereon (including without limitation any information, licenses, business plans, data, patent disclosures, system applications, structures, models, flow charts, techniques, processes, compositions, compounds, software, programs, source code and object code, comments to the source or object code, specifications, documents, reports, presentations, test results, findings, ideas, knowhow, copyright, trade secrets, abstracts and/or summaries thereof) exclusively belongs and shall exclusively belong to Leap, and you shall have no rights in or to such Intellectual Property Rights.

To the extent any Leap intellectual property rights are deemed to belong to you, you hereby irrevocably assign and transfer to Leap all right, title and interest in all such intellectual property rights, and agrees to execute all documents reasonably requested by Leap for the purpose of perfecting such assignment and/or transfer and applying for and obtaining any domestic and foreign patent and copyright registrations.

7.2) Limited License

All content on the App / Website, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the “Content”), are the proprietary property of Leap with all rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Leap’s prior written permission, except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post on the App / Website. Provided that you are eligible for use of the App / Website, you are granted a limited license to access and use the App / Website and Leap Wallet and to download or print a copy of any portion of the Content solely for your use in connection with your use of the App / Website or Service, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content (as defined below), you may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited. Any use of the App / Website or the Content other than as specifically authorized herein, without the prior written permission of Leap, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

7.3) Trademarks

Leap and other Leap graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of Leap in the British Virgin Islands, the U.S. and/or other countries. Leap’s trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Leap. Leap may, at its sole discretion, limit access to the App / Website by any users who infringe any intellectual property rights of Leap or others.

7.4) Copyright Complaints

If you believe that any material on the App / Website infringes upon any copyright which you own or control, you may send a written notification of such infringement to Leap at [support@leapwallet.io].

7.5) Suggestions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the App / Website or the Service (“**Suggestions**”), provided by you to Leap are non-confidential and shall become the sole property of Leap. Leap shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Suggestions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8) DATA PROTECTION AND SECURITY

8.1) Loss or Compromise

Any loss or compromise of your electronic device or your security details may result in unauthorized access to your digital assets by third parties and the loss or theft of such assets. You are reminded not to store any password, seed phrases or other security details in any non-secure systems, such as third-party email services, which may be susceptible to security breaches and security incidents.

8.2) Shared Access

You should never allow remote access or share your computer screen with someone else when you are accessing the Leap Wallet. Leap will never under any circumstances ask you for your private keys or passwords, or to screen share or otherwise seek to access your computer or digital assets. You should not provide your details to any third party for the purposes of remotely accessing your computer, devices or digital assets.

8.3) Personal Data

You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees and other associated or other individuals, in connection with these Terms, or the Services. Accordingly, you represent and warrant that: (i) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed; (ii) before providing any such personal data to us, you have read and understood our Privacy Policy, which is available at [<https://www.leapwallet.io/privacy>], and, in the case of personal data relating to an individual other than yourself, have (or will at the time of disclosure have) provided a copy of that Privacy Policy (as amended from time to time), to that individual; and (iii) if from time to time we provide you with a replacement version of the Privacy Policy, you will promptly read that notice and provide a copy to any individual whose personal data you have provided to us.

8.4) Safety and Security of Your Computer and Devices

Leap is not liable for any damage or interruptions caused by any computer viruses, malware or other malicious code that may affect your computer or other equipment, or any phishing, spoofing or other attacks. We advise that you use reputable virus screening and prevention software to protect your systems and/or devices.

9) USER FEEDBACK, QUERIES, COMPLAINTS, DISPUTES

9.1) Contact Leap

If you have feedback or general questions, please contact us via our User Support at [*@leapwallet.io]. When you contact us, please provide us with your name, email address, and any other information we may need to identify you, your transactions conducted, and digital assets held.

9.2) Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT CONTAINS CERTAIN PROVISIONS, SUCH AS A BINDING ARBITRATION SECTION AND CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. THIS SECTION REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH Leap AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Each party (i) waives all its respective right(s) to have any and all disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, "Disputes") arising from or related to these Terms resolved in a court, and (ii) waive all its respective right(s) to have any Disputes heard before a court. Instead, each party shall arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

Any Dispute arising out of or related to these Terms is personal to you and will be resolved solely through individual arbitration, and in no circumstances shall be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an entity attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Any Dispute arising out of or in connection with these Terms (including without limitation the enforceability of this section or any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English.

Each party will notify the other party in writing of any Dispute within thirty (30) days of the date it arises, so that the Parties can attempt in good faith to resolve the Dispute informally. Notice to Leap shall be sent by e-mail to Leap at [*@leapwallet.io]. Notice to you shall be either posted on the Website or, if available, will be sent by email to your email on record. Your notice must include (i) your name, postal address, email address and telephone number, (ii) a full and sufficient description of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. If you and Leap cannot agree on how to resolve the Dispute within thirty (30) days after the date the notice is received by the applicable party, then either you or Leap may, as appropriate and in accordance with this section, commence an arbitration proceeding or, to the extent specifically provided for in this section, file a claim in court.

The arbitrator does not have the authority to conduct a class arbitration or a representative or class action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

If any term, clause or provision of this section is held invalid or unenforceable, it will be held to the minimum extent applicable and required by law, and all other terms, clauses and provisions of this section will remain valid and enforceable. Further, the waivers set forth in this section are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

You agree that this section of these Terms has been included to rapidly and inexpensively resolve any disputes with respect to the matters described herein, and that this section shall be grounds for dismissal of any court action commenced by you with respect to a dispute arising out of such matters.

A printed version of these Terms shall be admissible in judicial or administrative proceedings.

9.3) Disclaimers

None of Leap's, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "Leap Parties") guarantees the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Content and the Leap Parties disclaim liability for errors or omissions in the Content. This Website and all of the Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. The Leap Parties do not warrant that the Website is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to these Terms. Leap cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

9.4) Availability

The Website and the Service may be temporarily unavailable from time to time for maintenance or other reasons. Leap assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. Leap is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Website or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Website and/or in connection with the Service. Under no circumstances will Leap be responsible for any loss or damage, including any loss or damage to any user Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Website or the Service, any User Content or Third Party Content posted on or through the Website or the Service or transmitted to users, or any interactions between users of the Website, whether online or offline.

9.5) Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL LEAP OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE APP / WEBSITE OR THE SERVICE OR ANY OF THE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE APP / WEBSITE, EVEN IF LEAP IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW LEAP'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO LEAP FOR THE SERVICES. IN NO CASE WILL LEAP'S LIABILITY TO YOU EXCEED 100 SINGAPORE DOLLARS. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO LEAP FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM LEAP, REGARDLESS OF THE CAUSE OF ACTION.

CERTAIN LOCAL, STATE OR FEDERAL LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

9.6) Governing Law; Venue and Jurisdiction

By visiting or using the App / Website and/or the Service, you agree that the laws of Singapore, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms. If you contract with any third party through Leap, the terms of such contract will be governed by the contractual terms prescribed by such third party.

9.7) Indemnity

You agree to indemnify and hold Leap, its subsidiaries, affiliates and service providers, and each of their directors, officers, agents, contractors, partners and employees, (each an “**Indemnified Party**”) harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including solicitor fees (on a full indemnity basis), and any fines, fees or penalties imposed by any regulatory authority, arising out of or related to: (a) any dispute with another user of the App / Website or any third party ; (b) your breach of these Terms; (c) your violation of any law, rule or regulation, or the rights of any third party; and (d) Leap’s enforcement of these Terms.

10) GENERAL PROVISIONS

10.1) Amendments

We may amend or modify these Terms by posting on the App / Website the revised Terms, and the revised Terms shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services and App / Website. You agree that we shall not be liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services, except to the extent otherwise expressly set forth herein. If the revised Terms include a material change, we will endeavour to provide you advanced notice via the App / Website before the material change becomes effective. You understand and agree that your continued use of the Service or the App / Website after we have made any such changes constitutes your acceptance of the new Terms.

10.2) Force Majeure

Leap shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

10.3) Links to Other Web Websites and Content

The App / Website contains (or you may be sent through the App / Website or the Services) links to other websites (“**Third Party Websites**”), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or originating from third parties (the “**Third Party Content**”). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the App / Website or any Third Party Content posted on the App / Website, including without limitation the content, accuracy, offensiveness, opinions, reliability or policies of or contained

in the Third Party Websites or the Third Party Content. Inclusion of or linking to any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the App / Website and access Third Party Websites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the App / Website.

10.4) Assignment

These Terms, or your rights and obligations hereunder, may not be transferred by you, but may be assigned by us without restriction (without having to seek your prior consent). Any attempted transfer or assignment by you in violation hereof shall be null and void. These Terms shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.

10.5) No-Waiver

The failure of Leap to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms is held invalid, the remainder of these Terms shall continue in full force and effect. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

10.6) Relationship of the parties

You agree and understand that nothing in these Terms shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein. Except for the indemnity and exculpation provisions herein, nothing expressed in, mentioned in, or implied from these Terms is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to these Terms to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons, and these Terms and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

10.7) Notices

To give us notice under these Terms, the user must contact Leap by email at [support@leapwallet.io].

10.8) Entire Agreement

These Terms and our Privacy Policy, incorporated by reference herein, comprise the entire understanding and agreement entered into by and between you and us as to the subject matter hereof, and supersede any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of these Terms), as well as every nature between and among you and us.

10.9) Severability

If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms but the rest of these Terms will remain in full force and effect.

10.10) Survival

The following provisions of these Terms shall survive termination of your use or access to the App / Website and/or Services: Clauses 7 (Intellectual Property), Clauses 9.2 to 9.7 (relating to disputes, disclaimers, limitations

on liability and indemnity), Clause 10 (General Provisions), and any other provision that by its terms survives termination of your use or access to the App / Website and/or Services.

10.11) English language

Notwithstanding any other provision of these Terms, any translation of these Terms is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to their definitions and interpretations in the English language. In the event of conflict or ambiguity between the English language version and translated versions of these terms, the English language version shall prevail. You acknowledge that you have read and understood the English language version of these Terms.



Products	Ecosystem	For Builders
Mobile App	Chains	Elements
Extension	dApps	Snaps
Leapboard	Validators	
Leap Validator		

Resources	Community
Blog	Twitter
Support	Reddit
Security	Farcaster
Changelog	
Media Kit	

Built with  by Leap.

Leap operates under Hyphen Labs.

[Terms of Use](#) [Privacy Policy](#)



Terms of Use

Updated: December 13, 2023

This Terms of Use ("Agreement") is between you (also referred to herein as "user", "you" and "your") and Rainbow Studio, Inc. ("Rainbow Studio", "we", "us" and "our"). This Agreement governs your use of the services provided by Rainbow Studio described below, including the Rainbow – Ethereum Wallet App (collectively, the "Rainbow Wallet Services"). By using the Rainbow Wallet Services, you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement. To be eligible to use the Rainbow Wallet Services and/or certain add-on services offered by third parties and made available to you via the Rainbow Wallet Services, you must be a resident of the one of the countries in which the applicable Services are supported and be at least 18 years of age or (if greater) the age of majority in your country of residence. We may make changes to the Agreement from time to time. If we do this, we will post the changed Agreement on the Site and will indicate at the top of this page the date the Agreement was last revised. You understand and agree that your continued use of the Rainbow Wallet Services after we have made any such changes constitutes your acceptance of the new Agreement.

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 11. PLEASE READ THE AGREEMENT CAREFULLY.

1. Rainbow Wallet Services

1.1 General

The Rainbow Wallet Services consist of a mobile application supported on the Android OS and iOS, desktop applications and extensions, which allows you to create your own Ethereum-based cryptocurrency wallet or connect a third party cryptocurrency wallet (i) to store and transfer certain supported cryptocurrencies, (ii) to track and monitor your portfolio of cryptocurrencies, to monitor real-time market data, (iii) access and interact with supported decentralized applications or protocol (collectively, "dapps"), and (iv) other services, features and capabilities that may be offered from time to time. In addition, the Rainbow Wallet Services consist of developer kits to add to add wallet connection to third-party dapps. Some of the dapps accessible using the Rainbow Wallet Services may also involve accessing certain cryptocurrency markets, boards, or interfaces allowing for complex financial transactions. **IMPORTANT:** Rainbow Studio provides all information "as is" and you may not redistribute information displayed on or provided by the Rainbow Wallet Services.

1.2 Offerings and Access

When you request to make a transfer of cryptocurrency, in order to initiate such a transfer using the Rainbow Wallet Services, you will be required to initiate or "sign" a transfer. Rainbow Studio is entitled to rely on the transfer initiation or signature and has no duty to inquire into or investigate the validity or accuracy of any transfer initiated by you.

1.3 Market and Third-Party Data

By using the Rainbow Wallet Services you may view information pertaining to third party cryptocurrencies, cryptocurrency wallets, staking pools, and liquidity pools. The presentation of this information does not imply any association with or endorsement of third parties, even if certain functionalities provided in connection with the Rainbow Wallet Services require the use of such third party products. The content of such third party services and products as stated via the Rainbow Wallet Services is based on information made publicly available or by such third parties to us, and we therefore make no representations or warranties on the accuracy of such third-party service or product related information.

1.4 Third Party Payment Services

The Rainbow Wallet Services provides users links to third party processors to process any fiat purchases of cryptocurrencies. When you purchase cryptocurrencies with fiat currencies through these links, you are purchasing cryptocurrencies directly from the third party provider using Apple Pay or a valid bank account using your debit cards. Your purchase must follow the relevant instructions provided through the Rainbow-Ethereum Wallet mobile application and terms and conditions of the third party provider.

2. The Rainbow Wallet

2.1 Non-Custodial

The Rainbow Wallet is an unhosted and non-custodial wallet for holding supported cryptocurrencies. You control the cryptocurrencies held in the Rainbow Wallet. With Rainbow Wallet, the private keys (which represent the password to access the cryptocurrency) are stored directly on your device. At any time, subject to having internet access and the congestion on the blockchain, you may withdraw your cryptocurrency by sending it to a different blockchain address. When holding your cryptocurrencies in Rainbow Wallet, Rainbow Studio does not maintain control over your Rainbow Wallet, cryptocurrencies or private keys. Users are responsible for the risk of loss of their private keys and seed phrases and neither Rainbow Wallet nor Rainbow Studio may not recover such keys or seed phrases.

2.2 Recovery Phrase

When you create a new wallet using Rainbow Wallet, Rainbow Wallet generates a 12-word recovery phrase, known as a "seed phrase", that you and only you have access to. This means that if you lose your recovery phrase, you will lose access to Rainbow Wallet and any cryptocurrencies therein. Please keep in mind that Rainbow Studio will never have access to this recovery phrase, so we cannot move funds on your behalf nor can we help you access cryptocurrencies in your Rainbow Wallet should you lose your recovery phrase. As an added safeguard, Rainbow Studio has built an encrypted iCloud feature so you can back-up your recovery phrase. We encourage you to back up your recovery phrase using this feature, as well as writing it down and storing it in a secure location. To access the backup feature, tap Settings then Recovery Phrase from your Rainbow Wallet mobile application.

2.3 Supported Cryptocurrencies

The Rainbow Wallet supports all ERC-20 tokens. To see all the supported cryptocurrencies, you can store and transfer on Rainbow Wallet, open the mobile app and tap Receive or "Discover" and "Get". Use the search bar to see if a specific cryptocurrency is supported. When you connect you use your Rainbow Wallet to exchange cryptocurrencies you are interacting with a decentralized exchange to buy or transfer supported cryptocurrencies directly from your Rainbow Wallet. Certain ERC-20 tokens may be not supported from time to time, which will restrict your ability to purchase or sell ERC-20 tokens.

2.4 Peer-to-Peer Transactions

The Rainbow Wallet Services enable you to send supported cryptocurrencies to, and request, receive, and store supported cryptocurrencies from, third parties by giving instructions through the Site. Your transfer of supported cryptocurrencies between your other cryptocurrency wallets and to and from third parties is a transfer. When you or a third party sends cryptocurrencies to your Rainbow Wallet address, the person initiating the transaction is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miner's fees in order for the transaction to be successful. Insufficient network fees may cause a transfer to remain in a pending state and may result in delays or loss incurred as a result of an error in the initiation of the transaction. Rainbow Studio has no obligation to assist in the remediation of such transactions. When you send cryptocurrency from your Rainbow Wallet to another cryptocurrency wallet, such transfers are executed on chain by you and not under the control of the Rainbow Studio. You should verify all transaction information prior to submitting them. Rainbow Studio shall bear no liability or responsibility in the event you enter an incorrect blockchain destination address. Cryptocurrency transfers cannot be reversed once they have been broadcast to the relevant cryptocurrency network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. Rainbow Studio does not control the network and makes no guarantees that a transfer will be confirmed by the network.

3. Fees and Taxes

By using the Rainbow Wallet Services, you agree to pay all applicable fees, including transaction fees for cryptocurrency swaps, card or bank transfers. Bank fees, credit card and debit card fees charged for any cryptocurrency purchases may be netted out of the settled amount of your cryptocurrency purchases using Apple Pay or a debit card. You are responsible for paying any additional fees charged by your financial service provider. You will also incur a network and/or gas fee, which is the fee incurred when a user buys BTC, ETH and ERC20 tokens or "native gas" fee. It is charged by and paid to the blockchain network for facilitating the transaction, not Rainbow Studio. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transaction via the Rainbow Wallet Services, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax authorities. All fees payable by you are exclusive taxes unless otherwise noted. Rainbow Studio reserve the right to withhold taxes where required. All fees are displayed and current as reflected in Rainbow and may be updated and changed from time to time by Rainbow Studio.

4. Risk Factors

4.1 No Insurance

Cryptocurrency is not legal tender, is not backed by the government, and cryptocurrency accounts and value balances on the Rainbow Wallet are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections. The Rainbow Wallet and Rainbow Studio are not banks and does not offer fiduciary services. Rainbow Studio makes no guarantee as to the functionality of the Ethereum network or dapp, which could, among other things, lead to delays, conflicts of interest, or operational decisions by third parties that are unfavorable to certain owners of cryptocurrency, or lead to your inability to complete a transaction using the Rainbow Wallet Services. The transaction details you submit via the Rainbow Wallet Services may not be completed, or may be substantially delayed on the Ethereum network, and Rainbow Studio takes no responsibility for the failure of a transaction to be confirmed or processed as expected. There are no warranties or guarantees that a transfer initiated via the Rainbow Wallet Services will successfully transfer title or right in any cryptocurrency.

4.2 New Technology

The Rainbow Wallet is new. While this software has been extensively tested, the software used for these services is still relatively new and could have bugs or security vulnerabilities. Further, the software is still under development and may undergo significant changes over time that may not meet users' expectations.

4.3 Information Security Risk

Cryptocurrency and use of the Rainbow Wallet Services may be subject to expropriation and/or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Rainbow Wallet Services in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the Ethereum protocol rest on open source software, there is the software underlying the Rainbow Wallet and Rainbow Wallet Services may contain intentional or unintentional bugs or weaknesses which may negatively affect Rainbow Wallet Services or result in the loss of user's cryptocurrency, the loss of user's ability to access or control their Rainbow Wallet. In the event of such a software bug or weakness, there may be no remedy and users are not guaranteed any remedy, refund or compensation.

4.4 No Insurance

You acknowledge that cryptocurrency is not subject to protections or insurance provided by the Federal Deposit Insurance Corporation. As a software provider, Rainbow Studio is not regulated by any federal or state agency and is not subject to the examination or reporting requirements of any such agencies.

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5. Availability and Accuracy

Although we strive to provide you with excellent service, we do not guarantee that the Rainbow Wallet Services will be available without interruption. Although we intend to provide accurate and timely information provided through the Rainbow Wallet Services (including, without limitation, the content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information provided through the Rainbow Wallet Services are your sole responsibility and we shall have no liability for such decisions. Links to third party materials (including without limitation any websites) may be provided as a convenience but are not controlled by us. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third party materials accessible or linked from the Site.

6. Cancellations and Refunds

Once a purchase is made, either via fiat or via a cryptocurrency, to buy cryptocurrency has been made it cannot be cancelled or recalled. All orders / purchases are final and cannot be refunded once the Cryptocurrency has been sent to the Cryptocurrency wallet indicated at the time of purchase. Once an order / purchase has been sent to the Cryptocurrency wallet indicated at the time of purchase it cannot be recalled or retrieved under any circumstances. You hereby agree that upon delivery, you will not be entitled to any credit or refund and all purchases are final. Rainbow Studio's obligation towards you will be absolutely discharged upon delivery of the product to you and shall have no claim or right against Rainbow Studio upon such delivery.

7. Intellectual Property

7.1 Limited License

All content in the Rainbow Wallet Services, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Content"), are the proprietary property of Rainbow Studio with all rights reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the prior written permission of Rainbow Studio, except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post via the Rainbow Wallet mobile application. Provided that you are eligible for use of via the Rainbow Wallet Services, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content solely for your use in connection with your use of the Services, provided that you keep all copyright or other proprietary notices intact.

Except for your own User Content (as defined below), you may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited. Any use of the Content other than as specifically authorized herein, without the prior written permission of Rainbow Studio, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

If you are a U.S. Government end user, we are licensing the Rainbow Wallet Services to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Services are the same as the rights we grant to all others under this Agreement.

7.2 Trademarks

Rainbow Studio, Rainbow Wallet and other Rainbow Wallet graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Rainbow Studio in the U.S. and/or other countries. Rainbow Studio' trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Rainbow Studio. Rainbow Studio may, at its sole discretion, limit access to the Rainbow Wallet Services and/or seek to limit a user's access who infringe any intellectual property rights of Rainbow Studio or others.

7.3 Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to Rainbow Studio as set forth below to support@rainbow.me or by physical mail to Rainbow Studio Inc., 201 N. 8th St. Brooklyn, NY 11211.

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;

- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if applicable, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

7.3 Submission

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site or the Service ("Submissions"), provided by you to Rainbow Studio are non-confidential and shall become the sole property of Rainbow Studio. Rainbow Studio shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. General Use, Prohibited Use, Termination

8.1 Prohibited Use

In connection with your use of the Rainbow Wallet Services, and your interactions with other users, and third parties you agree and represent you will not engage in any unlawful activity, abusive activity, fraud, gambling, intellectual property infringement, or prohibited activities restricted by card networks (Collectively, "Prohibited Use") and as further defined on our Prohibited Use Policy. We reserve the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, sanctions programs, legal process or governmental request. We reserve the right to block your wallet address without notice if we determine, in our sole discretion, that your Account is associated with a Prohibited Use.

8.2 Suspension

Rainbow Studio may suspend and restrict your access to the Rainbow Wallet Services: (i) We are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) We reasonably suspect you of using the Rainbow Wallet Service in connection with a Prohibited Use; (iii) Use of your using the Rainbow Wallet Services is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your activity; (iv) Our service partners are unable to support your use; (v) You take any action that Rainbow Studio deems as circumventing Rainbow Studio' controls.

8.3 Not an Offering of Securities or Commodity Interest

The content of the Site and the Services do not constitute an offer to buy or sell or a solicitation of an offer to buy or sell investments, securities, partnership interests, commodities or any other financial instruments; the content or the Site and the Services also do not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation.

8.4 No Advice

Rainbow Studio makes no representation or warranty, express or implied, to the extent not prohibited by applicable law, regarding the advisability of investing in securities, funds, commodity interests, partnership interests or other investments or funding or purchasing loans. The past performance of any investment, loan, security, partnership interest, commodity or financial instrument is not a guide to future performance. Rainbow Studio does not offer fiduciary services and is not your agent, advisor or fiduciary.

9. Disputes

9.1 Arbitration Agreement – United States

If you are located in the United States: This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of New York. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. The arbitration will be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures (the "Rules") as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in a Federal District Court or a New York state court located in New York County, New York. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. If for any reason a claim proceeds in court rather than in arbitration we and you waive any right to a jury trial. Notwithstanding the foregoing we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

9.2 Arbitration Agreement – United Kingdoms

If you are located in the United Kingdom, this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Any dispute, claim or controversy relating in any way to this Agreement, the Rainbow Wallet Services, your use of the Services, or to any products or services licensed or distributed by us will be resolved by binding arbitration as provided in this clause. Prior to commencing any formal arbitration proceedings, parties shall first seek settlement of any claim by mediation in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 14 days of

the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to -
settled by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this clause. The language
the mediation and in the arbitration shall be English. The seat or legal place of arbitration shall be London.

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9.3 Arbitration Procedures

If you are located in any territory that is not specifically enumerated in Sections 9.1 or 9.2, you may elect for either of Section 9.1 or 9.2 to apply to you, otherwise this agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Ireland. Any dispute, claim or controversy relating in any way to this Agreement, the Services, your use of the Services, or to any products or services licensed or distributed by us will be resolved by binding arbitration as provided in this clause. Prior to commencing any formal arbitration proceedings, parties shall first seek settlement of any claim by mediation in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 14 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The seat or legal place of arbitration shall be Dublin, Ireland.

9.4 Waiver of Class Action and Jury Trial

YOU AND RAINBOW STUDIO AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THE YOU AND RAINBOW STUDIO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND WE ACKNOWLEDGE THAT ARBITRATION WILL LIMIT YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS PERMITTED UNDER THE FEDERAL ARBITRATION ACT). YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

9.5 30-Day Right to Opt Out

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to the following address: via email at support@rainbow.me with subject line LEGAL OPT OUT. The notice must be sent within 30 days of your first use of the Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we will also not be bound by them.

9.6 Disclaimers

None of Rainbow Studio, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, independent contractors or licensors (collectively the "Rainbow Studio Parties") guarantees the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any of the Content and the Rainbow Studio Parties disclaim liability for errors or omissions in the Content. The Rainbow Wallet Services and all of the Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. The Rainbow Studio Parties do not warrant that the Site is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to this Agreement. Rainbow Studio cannot guarantee and does not promise any specific results from use of the Site and/or the Service to provide or to obtain a loan.

9.7 Availability

The Rainbow Wallet Services may be temporarily unavailable from time to time for maintenance or other reasons. Rainbow Studio assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. Rainbow Studio is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Site or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Rainbow Wallet Services. Under no circumstances will Rainbow Studio be responsible for any loss or damage, including any loss or damage to any user Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Site or the Service, any User Content or Third Party Content posted on or through the Site or the Service or transmitted to users, or any interactions between users of the Site, whether online or offline.

9.8 Limitation on Liability

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, IN NO EVENT WILL RAINBOW STUDIO OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICE OR ANY OF THE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, EVEN IF RAINBOW STUDIO IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW RAINBOW STUDIO' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL

 TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO RAINBOW STUDIO FOR THE SERVICES. IN NO CASE WILL RAINBOW STUDIO'S LIABILITY TO YOU EXCEED THE LESSER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO RAINBOW STUDIO IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM. YOU ACKNOWLEDGE THAT IF NO FEES ARE PAID TO RAINBOW STUDIO FOR THE SERVICE, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, UNLESS OTHERWISE PERMITTED BY LAW, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM RAINBOW STUDIO, REGARDLESS OF THE CAUSE OF ACTION.

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CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS

9.9 Language

All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict

9.10 Indemnity

You also agree to indemnify and hold Rainbow Studio, its subsidiaries and affiliates and service providers, and each of its or their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to your breach of this Agreement or your violation of any law, rule or regulation, or the rights of any third party.

10. PROMOTIONS

We may offer promotions or rewards programs from time to time ("Points Program"). We reserve the right to alter, change and/or terminate a Points Program, at any time and for any reason, which may result in the cancellation of unredeemed rewards, points or other such benefits, upon written (including electronic) notice or publication to you. In addition, we reserve the right to immediately disqualify you from a Promotion if you have violated this Agreement or if you have, in our determination, misused the Points Program. Participants in the Points Program expressly agree that use of the Points Program is at the participant's sole risk. The Points Program and all services offered in connection therewith are provided on a strictly "as is" and "as available" basis. RAINBOW STUDIOS MAKES NO WARRANTY (1) WITH REGARD TO ANY REWARDS OR POINTS OBTAINED BY PARTICIPANTS THROUGH THE PROGRAM; (2) THAT THE PROGRAM OR ANY POINTS DELIVERED IN CONNECTION WITH THE PROGRAM WILL MEET PARTICIPANTS' REQUIREMENTS OF HAVE ANY VALUE; (3) THAT THE PROGRAM WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE; OR (4) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PROGRAM OR ANY SERVICES DELIVERED IN CONNECTION WITH THE PROGRAM OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED BY THE PARTICIPANT. RAINBOW DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

1011. GENERAL PROVISIONS

1011.1 Amendments

We may amend or modify this Agreement by posting on <https://rainbow.me/> or emailing to you the revised Agreement, and the revised Agreement shall be effective at such time. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Rainbow Wallet Services and close your account. You agree that we shall not be liable to you or any third party for any modification or termination of the Rainbow Wallet Services, or suspension or termination of your access to the Rainbow Wallet Services, except to the extent otherwise expressly set forth herein. If the revised Agreement includes a material change, we will endeavor to provide you advanced notice via our website and/or email before the material change becomes effective.

1011.2 Assignment

You may not assign any rights and/or licenses granted under this Agreement. We reserve the right to assign our rights without restriction, including without limitation to any Rainbow Studio affiliates or subsidiaries, or to any successor in interest of any business associated with the Rainbow Wallet Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns. In the event that Rainbow Studio is acquired by or merged with a third party entity or undergoes a change of control, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control

1011.3 Export and Sanctions Compliance

In connection with this Agreement, you will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that may apply. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Services. You may not use any Rainbow Wallet Services if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using the Service.

1011.4 Force Majeure

Rainbow Studio shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

1011.5 Links to Other Web Sites and Content

 Site (<https://rainbow.me>) and the Rainbow Wallet Services contain links to other websites ("Third Party Sites"), as well as r
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photographs, text, graphics, pictures, designs, music, sound, video, information, software and other content belonging to or orig
third parties (the "Third Party Content"). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for
accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site and the
Rainbow Wallet Services t or any Third Party Content posted on the Site, including without limitation the content, accuracy, offensiveness,
opinions, reliability or policies of or contained in the Third Party Sites or the Third Party Content. Inclusion of or linking to any Third Party Site
or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party
Sites, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable
terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Rainbow Wallet Services.

1011.6 No-Waiver

The failure of Rainbow Studio to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

1011.7 Notices

To give us notice under this Agreement, the user must contact Rainbow Studio by email to support@rainbow.me.

1011.8 Promotions

From time to time, Rainbow Studio may make available special offers or conduct promotions for qualifying users. Subject to applicable laws, Rainbow Studio may establish qualifying criteria to participate in any special promotion its sole discretion. Rainbow Studio may revoke any special offer at any time without notice. Rainbow Studio shall have no obligation to make special offers available to all users. Rainbow Studio makes no recommendation and does not provide any advice about the value or utility of any loan subject to a promotion.

1011.9 Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

1011.10 Survival

The following provisions of this Agreement shall survive termination of your use or access to the Site: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Site.

APPENDIX A: PROHIBITED USE, PROHIBITED BUSINESS AND CONDITIONAL USE POLICY

Prohibited Use

You may not use the Rainbow Wallet Services to engage in the following categories of activity ("Prohibited Uses"). The specific types of use listed below are representative, but not exhaustive. If uncertain as to whether or not your use of the Rainbow Wallet Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at support@rainbow.me. By opening a accessing the Rainbow Wallet Services, you confirm that you will not use your Rainbow Wallet or any Rainbow Wallet Services to do any of the following:

- **Abusive Activity:** Actions which impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to Rainbow Wallet that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Site, computer systems or networks connected to the Site, through password mining or any other means; use Rainbow Wallet Services of another party to access or use the Rainbow Wallet Services, or transfer your account access or rights to your account to a third party, unless by operation of law or with the express permission of Rainbow Studio.
- **Abuse Other Users:** Interfere with another individual's or entity's access to or use of any Rainbow Wallet Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; harvest or otherwise collect information from the Rainbow Wallet or Site about others, including without limitation email addresses, without proper consent.
- **Fraud:** Activity which operates to defraud Rainbow Studio, users of the Rainbow Wallet Services, or any other person; provide any false, inaccurate, or misleading information to Rainbow Studio.
- **Gambling:** Lotteries; bidding fee auctions; sports forecasting or odds making; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance
- **Intellectual Property Infringement:** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Rainbow Studio intellectual property, name, or logo, including use of Rainbow Studio trade or service marks, without express consent from Rainbow

 Studio or in a manner that otherwise harms Rainbow Studio or the Rainbow Studio brand; any action that implies an untrue e... · [Get Support](#) · [Learn](#) · [Download](#)

- **Unlawful Activity:** Activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the countries where Rainbow Studio conducts business, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.

Prohibited Business

You may not use the Rainbow Wallet Services to engage in the following categories of activity ("Prohibited Use(s)"). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Rainbow Wallet Services involves a Prohibited Use, or have questions about how these requirements apply to you, please contact us at hello@rainbow.me. By using the Rainbow Wallet Services, you confirm that you will not use the Rainbow Wallet Services to do any of the following:

- **Counterfeit or Unauthorized Goods:** Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.
- **High risk businesses:** any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies.
- **Intellectual Property or Proprietary Rights Infringement:** Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder.
- **Investment and Credit Services:** Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes.
- **Multi-level Marketing:** Pyramid schemes, network marketing, and referral marketing programs
- **Pseudo-Pharmaceuticals:** Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- **Regulated Products and Services:** Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age-restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.
- **Restricted Financial Services:** Check cashing, bail bonds and collections agencies.
- **Substances designed to mimic illegal drugs:** Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
- **Unfair, predatory or deceptive practices:** Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

Conditional Use

Express written consent and approval from Rainbow Studio must be obtained prior to using Rainbow Wallet Services for the following categories of business and/or use ("Conditional Uses"). Consent may be requested by contacting us at support@rainbow.me. Rainbow Studio may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use Rainbow Wallet Services in connection with any of following businesses, activities, or practices:

- **Money Services:** Money transmitters, cryptocurrency transmitters; currency or cryptocurrency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Rainbow Wallet Services.
- **Games of Skill:** Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and award a prize.
- **Charities:** Acceptance of donations for nonprofit enterprise.
- **Religious/Spiritual Organizations:** Operation of a for-profit religious or spiritual organization.

APPENDIX B: E-SIGN DISCLOSURES AND CONSENT

This policy describes how the Company delivers communications to you electronically. The Company may amend this policy at any time by providing a revised version on our website. The revised version will be effective at the time we post it. We will provide you with prior notice of any material changes via our website.

Electronic Delivery of Communications

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with your Rainbow Wallet(s) and your use of the Rainbow Wallet Services.

Communications include:

- Terms of use and policies you agree to (e.g., the Rainbow Wallet Terms of Use and Privacy Policy), including updates to these agreements or policies;
- Account details, history, transaction receipts, confirmations, and any other Account or transaction information;
- Legal, regulatory, and tax disclosures or statements we may be required to make available to you; and
- Responses to claims or customer support inquiries filed in connection with your Account

We will provide these Communications to you by posting them on the Site or Rainbow Wallet, emailing them to you at the primary email address listed in your Rainbow Wallet profile, communicating to you via instant chat, and/or through other electronic communication such as text message or mobile push notification.

Hardware and Software Requirements

In order to access and retain electronic Communications, you will need the following computer hardware and software:

- A mobile device with an Internet connection; and
- Sufficient storage space to save past Communications or an installed printer to print them.

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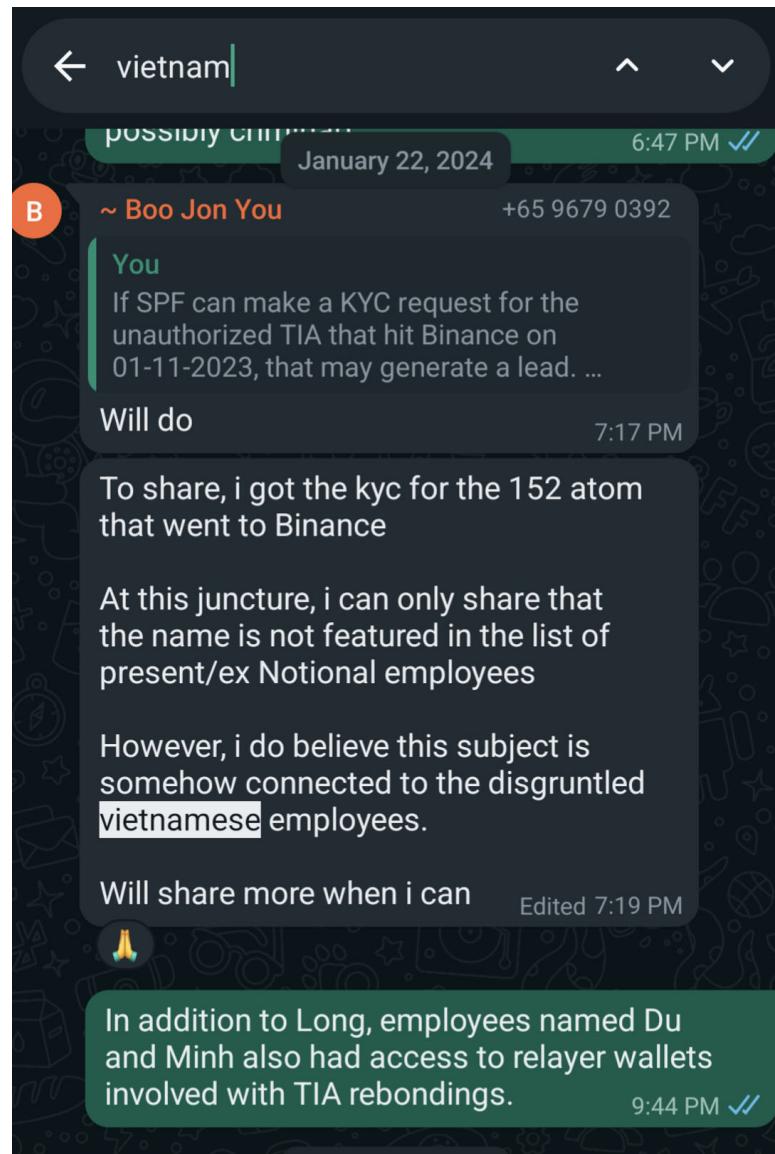
How to Withdraw Your Consent

You may withdraw your consent to receive Communications electronically by contacting us at support@rainbow.me. If you fail to provide or if you withdraw your consent to receive Communications electronically, the Company reserves the right to immediately close your Account or charge you additional fees for paper copies.

Updating your Information

It is your responsibility to provide us with a true, accurate and complete e-mail address and your contact information, and to keep such information up to date. You understand and agree that if the Company sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, the Company will be deemed to have provided the Communication to you.

You may update your information by logging into your account and visiting settings or by contacting our support team at support@rainbow.me.



Exploring the Sybil Group in the Celestia Airdrop After claiming



X-explore

0x302a

November 2nd, 2023



5 Collected

Mint

This article is jointly published by X-explore and WuBlockchain.

1. Background

The crypto market's crazy in October came to an end with the launch of the Celestia. The Celestia airdrop attract the people interest for airdrop and sybil again. According to our statistics, as of November 1, 2023, 20:00 UTC+8, a total of 138,981 addresses have claimed the airdrop, accounting for 72% of the total airdrop addresses of 191,391. The claimed airdrop amount totals 44.4 million, representing 74% of the total airdrop amount of 60 million. Based on Celestia node data, this article focuses on revealing three key results:

1. The distribution of the celestia airdrop sybil groups.
2. The profitability of large-scale sybil group.
3. Technical analysis of certain sybil group.

2. The overall statistic of sybil group

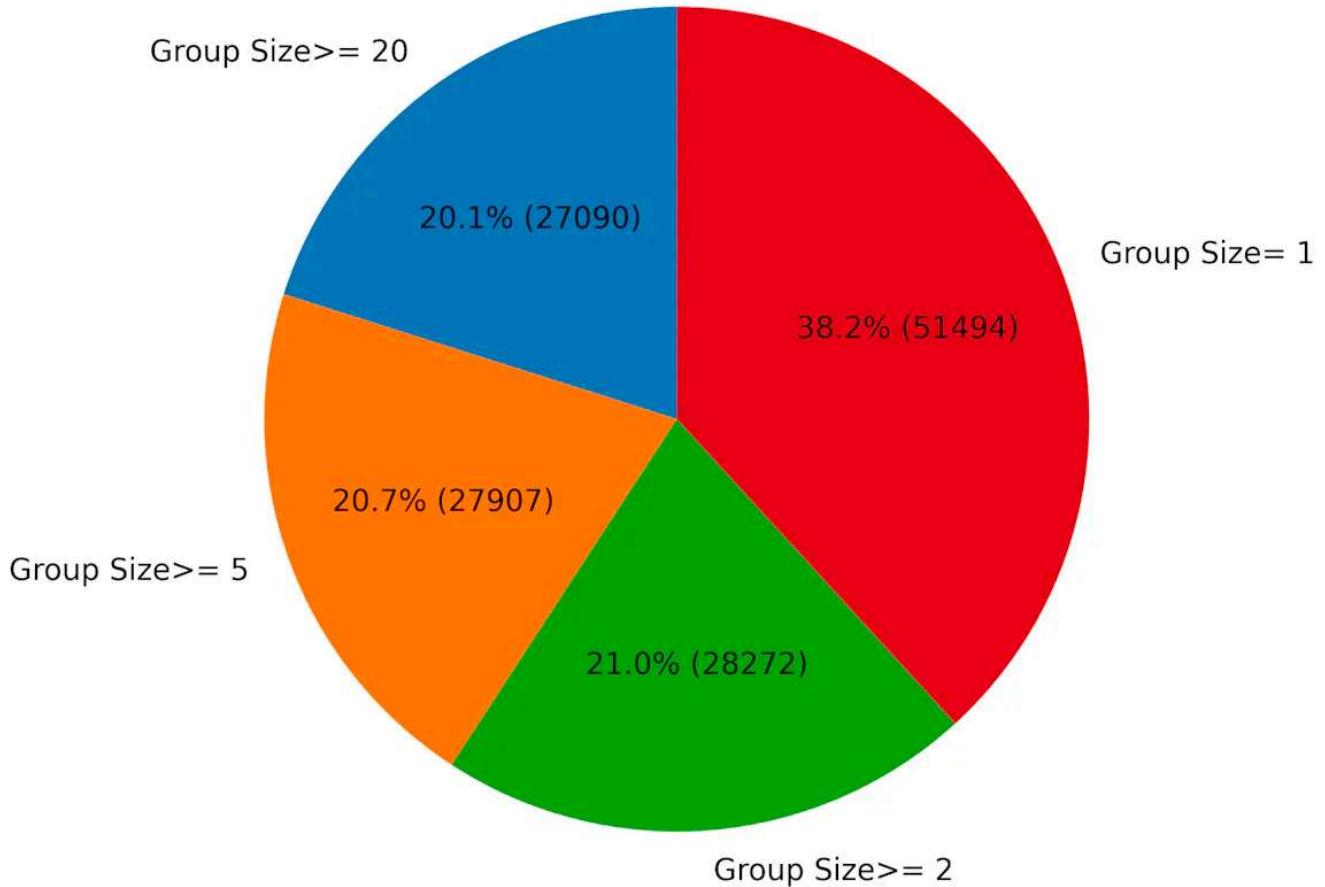
Sybil groups often swiftly deposit airdrop tokens into various exchanges. These exchanges allocate only one deposit address per user and we do tracking of funds flowing to the airdrop addresses. When funds from multiple airdrop addresses converge into a single address, it is considered these addresses are controlled by a certain sybil group. Furthermore, based on intelligence, we have excluded exchange addresses and suspected exchange addresses,

including hot wallet addresses from eight exchanges such as Binance, Bybit, Kucoin, OKX, MEXC, etc.

We gathered data from 209,989 valid TIA transfer transactions on Celestia blockchain from block 1 to block 6471. We traced the funds of the 138,981 addresses that claimed the airdrop one by one, considering the tracking complete when the funds remained in a specific address or went to the deposit addresses allocated by exchanges to their users. The graph below illustrates the distribution of sybil group sizes based on the number of addresses.

1. **Large-scale sybil groups(group more than 20 addresses) have 27,090 airdrop addresses, accounting for 20.1% of the total.** They have received a total of 5.22 million TIA.
2. **Sybil groups(group between 5 and 20 addresses) have 27,907 airdrop addresses, accounting for 20.7% of the total.** They have received a total of 6.65 million TIA.
3. Additionally, **there are 51,494 addresses that do not form part of a group, representing 38.2% of the total.** They have received a total of 17.05 million TIA. In conclusion, the number of addresses receiving airdrops by sybil groups is nearly equivalent to that of regular users. This reflects the continued widespread participation in the airdrop market and sybil group, posing a significant challenge for project owner in their efforts to identify and filter out sybil addresses.

TIA Token Sybil Distribution



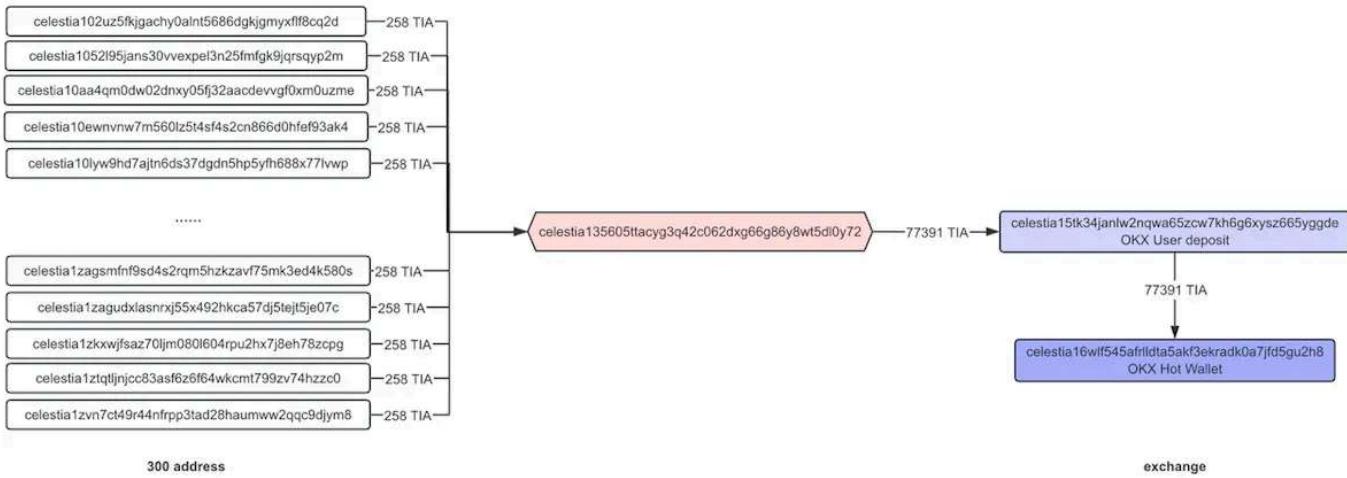
3. Case Analysis of Sybil

3.1 Super Large-scale Sybil Group

Below is our discovery of the most profitable sybil group, holding a total of 300 airdrop addresses and receiving a total of 77,391 TIA. This sybil group initially consolidated the funds from the airdrop addresses into the address:

celestia135605ttacyg3q42c062dxg66g86y8wt5dl0y72, and then deposited from the consolidation address to user deposit address on OKX:
celestia15tk34janlw2nqwa65zcw7kh6g6xysz665yggde.

Additionally, we noticed that all 300 addresses of this sybil group received exactly 258 TIA each, indicating that the Celestia Project owner did not successfully detect this batch of highly similar addresses while filtering out sybil addresses.

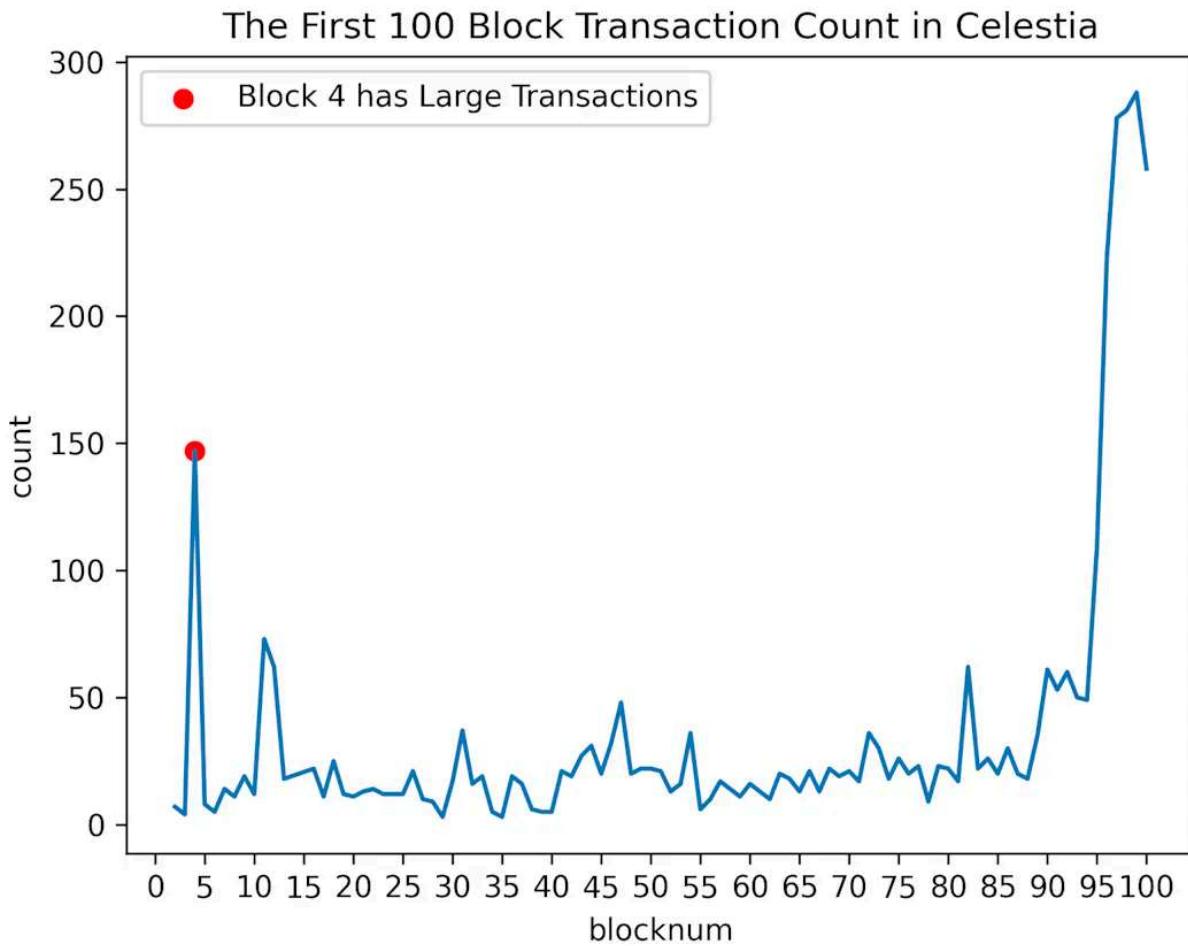


Apart from this super-large-scale sybil group, there are also:

1. Sybil consolidation address (Address: celestia17kswu05rzpprkdyav42xla0rkf5lx2zsks4), with **372** addresses, and receiving **64,443** TIA.
2. Binance user deposit address (Address: celestia1fd3mclxp4e2fh0wpau3eg55x2fsm7yjxzg29j2, memo: 102235249), with **404** airdrop addresses, and receiving **66,082** TIA.
3. Binance user deposit address (Address: celestia1fd3mclxp4e2fh0wpau3eg55x2fsm7yjxzg29j2, memo: 100324643), with 312 airdrop addresses, and receiving **50,909** TIA.
4. Binance user deposit address (Address: celestia1fd3mclxp4e2fh0wpau3eg55x2fsm7yjxzg29j2, memo: 101213950), with **340** airdrop addresses, and receiving **57,564** TIA.
5. Sybil consolidation address (Address: celestia1zzk9p6lgapadnv4q5n4m2uqcrfchycne605jag), with **373** addresses, and receiving **60,687** TIA.
6. Kucoin user deposit address (Address: celestia1cylgjyd70mheg3j3e2n7t758r07rarwytaglitr, memo: 1934750426), with **297** airdrop addresses, and receiving **31,131** TIA.
7. Sybil consolidation address (Address: celestia1l7c4nddq0t5ncllhst8d8mtwtcq5mg70ajgq5t), including **278** addresses, and receiving **57,267** TIA.
8. Binance user deposit address (Address: celestia1fd3mclxp4e2fh0wpau3eg55x2fsm7yjxzg29j2, memo: 100415822), with **212** airdrop addresses, and receiving **37,389** TIA.

3.2 Sybil Group Technical Analysis

It's worth noting that sybil groups were among the first users to engage in large-scale transactions on Celestia. The graph below illustrates the number of valid TIA transfer transactions in each block for the first 100 blocks. It is evident that a significant surge in transactions occurred as early as the 4th block, with a total of 149 transactions, of which 101 were attributed to a sybil user's fund consolidation activities. This occurred long before the surge in trading following the opening of deposits by exchanges such as Binance, approximately 95 blocks later.



Taking a closer look at this group, in the 4th and 5th blocks, they consolidated all TIA tokens from 106 airdrop addresses into the address celestia1r7wl0oggc22y5hv6ny960j2lh9lg40gyl56s6c. It's worth noting that they used uncommon fixed gas values of 127,843 and 127,965, suggesting that they not only possess automated scripting capabilities but can also run multiple programs simultaneously. **This further indicates that some sybil groups have advanced technical skills.**

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ARWEAVE TRANSACTION ↗

65Ms3vyTIuDC9_a...qgR8imec40adwyw

AUTHOR ADDRESS ↗

0x302a3b1Eea855A5..0c767C0CA21115b

NFT ADDRESS ↗

0xc6449C4aeb87b66..f43b3a4FCE128c1

CONTENT DIGEST

LLEhX40E0MiB2v8..Na1Sv6rv40PXFYo

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Deposit TIA ▾



For TIA deposit only

Network
TIA Celestia(TIA)

Address
celestia1cylgyd70mheg3j3e2n7t758r07rarw
yttaglitr

! ! ! We would like to remind you to ensure the accuracy of your TIA address and add the MEMO to prevent any impact on your TIA deposit. Thank you for your attention to this matter.

Memo **!**
[Redacted]

! You must specify both the address and Memo for your deposit to succeed.

Deposit to Funding Account ▾
Min Deposit 0.001 TIA

Deposit Confirmation 0 Block(s)
Save Image **Share Address**

9:55 AM · Apr 24, 2024 · 121 Views

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@davidagoebelt

...

For TIA deposit only

Network

TIA Celestia(TIA)

>

Address

celestia1cylgjyd70mheg3j3e2n7t758r07rarwytaglitr

i

!! We would like to remind you to ensure the accuracy of your TIA address and add the MEMO to prevent any impact on your TIA deposit. Thank you for your attention to this matter.

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Deposit TIA



For TIA deposit only

Network

TIA Celestia(TIA)



Address

celestia1cylgjyd70mheg3j3e2n7t758r07rarw
ytaglitr

! ! ! We would like to remind you to ensure the accuracy of your TIA address and add the MEMO to prevent any impact on your TIA deposit. Thank you for your attention to this matter.

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Business Profile (Company) of NOTIONAL PTE. LTD. (202226456W)

Date: 03 May 2024

Name of Company	:	NOTIONAL PTE. LTD.
Former Name if any	:	
Date of Change of Name	:	
UEN	:	202226456W
Incorporation Date	:	29 JUL 2022
Company Type	:	EXEMPT PRIVATE COMPANY LIMITED BY SHARES
Status of Company	:	LIVE COMPANY
Status Date	:	29 JUL 2022
Registered Office Address	:	112 ROBINSON ROAD #03-04 ROBINSON 112 SINGAPORE (068902)
Date of Address	:	27 SEP 2023
Date of Last AGM	:	
Date of Last AR	:	
FYE As At Date of Last AR	:	

Business Activities

Primary Activity	:	DEVELOPMENT OF SOFTWARE AND APPLICATIONS (EXCEPT GAMES AND CYBERSECURITY)(62011)
Primary User-Described Activity	:	

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Business Profile (Company) of NOTIONAL PTE. LTD. (202226456W)

Date: 03 May 2024

Secondary Activity : WHOLESALE TRADE OF A VARIETY OF GOODS WITHOUT A DOMINANT PRODUCT(46900)

Secondary User-Described Activity :

Issued Share Capital

Amount	Number of Shares ¹	Currency	Share Type
19000	1900	SINGAPORE, DOLLARS	ORDINARY

¹ Number of Shares includes number of Treasury Shares

Paid-Up Capital

Amount	Number of Shares	Currency	Share Type
19000	1900	SINGAPORE, DOLLARS	ORDINARY

Company has the following Ordinary Shares held as Treasury Shares

Number of Shares Currency

Audit Firm(s)

Name

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Business Profile (Company) of NOTIONAL PTE. LTD. (202226456W)

Date: 03 May 2024

Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
---------------	-----------------	----------	----------------	------------

Officer(s)

Name Address	Identification Number	Nationality/ Citizenship	Position	Date of Appointment	Source of Address
NG HENG BOON, ALINA 105 TOWNER ROAD #09-412 SINGAPORE (321105)	S8838176I	SINGAPORE CITIZEN	DIRECTOR	27 SEP 2023	ACRA
GADIKIAN JACOB ANTHONY LO SKY 1, T.19, P.1912B, CC AQUA BAY, KDT ECOPARK, XA XUAN QUAN, VAN GIANG, HUNG YEN, VIETNAM	548407556	AMERICAN	DIRECTOR	29 JUL 2022	ACRA
LIEW KAM YEW 7A COMMONWEALTH AVENUE #02-660 SINGAPORE (141007)	S9177139Z	MALAYSIAN	SECRETARY	27 SEP 2023	ACRA

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Business Profile (Company) of NOTIONAL PTE. LTD. (202226456W)

Date: 03 May 2024

Shareholder(s)

Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed
Address					Source of Address
GADIKIAN JACOB ANTHONY LO SKY 1, T.19, P.1912B, CC AQUA BAY, KDT ECOPARK, XA XUAN QUAN, VAN GIANG, HUNG YEN, VIETNAM	548407556	AMERICAN	929.1 (ORDINARY)	SINGAPORE, DOLLARS	27 SEP 2023 ACRA
HILL BRENN ANDREW 285/ 68C# 203, CMT8, PHUONG 12, QUAN 10, HCM CITY, VIETNAM.	565889504	AMERICAN	19 (ORDINARY)	SINGAPORE, DOLLARS	ACRA
PHAM ANH TUAN SO 39 NGACH 260/28 DUONG CUA GIAY, QUAN HOA , HA NOI, VIETNAM	C0724448	VIETNAMESE	381.9 (ORDINARY)	SINGAPORE, DOLLARS	27 SEP 2023 ACRA
MAI GIA LONG TO 14, CUM 3, P. HA DINH, Q. THANH XUAN, TP. HA NOI, VIETNAM	C7483227	VIETNAMESE	190 (ORDINARY)	SINGAPORE, DOLLARS	ACRA

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Business Profile (Company) of NOTIONAL PTE. LTD. (202226456W)

Date: 03 May 2024

Shareholder(s)

Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed
Address					Source of Address
NGUYEN THINH VUONG THO BINH, X. YEN PHONG, H. YEN MO, T. NINH BINH, VIETNAM.	P00010205	VIETNAMESE	190 (ORDINARY)	SINGAPORE, DOLLARS	ACRA
NGUYEN DUY KHANH 22 NGO 47, P. DOI CAN, Q. BA DINH, TP. HA NOI, VIETNAM.	P00010213	VIETNAMESE	190 (ORDINARY)	SINGAPORE, DOLLARS	ACRA

² Includes nationality and citizenship

³ Includes place of incorporation, place of origin and place of registration

Abbreviation

UL	: Local Entity not registered with ACRA
UF	: Foreign Entity not registered with ACRA
AR	: Annual Return
AGM	: Annual General Meeting
FS	: Financial Statements
FYE	: Financial Year End
OSCARS	: One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

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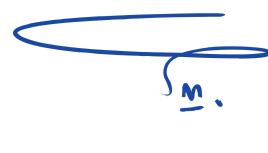
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Business Profile (Company) of AMBIT TECH PTE. LTD. (202218587R)

Date: 07 May 2024

Name of Company	:	AMBIT TECH PTE. LTD.
Former Name if any	:	
Date of Change of Name	:	
UEN	:	202218587R
Incorporation Date	:	30 MAY 2022
Company Type	:	EXEMPT PRIVATE COMPANY LIMITED BY SHARES
Status of Company	:	LIVE COMPANY
Status Date	:	30 MAY 2022
Registered Office Address	:	3 FRASER STREET #04-23A DUO TOWER SINGAPORE (189352)
Date of Address	:	01 JUN 2023
Date of Last AGM	:	01 MAR 2024
Date of Last AR	:	01 MAR 2024
FYE As At Date of Last AR	:	30 SEP 2023

Business Activities

Primary Activity	:	INFORMATION TECHNOLOGY CONSULTANCY (EXCEPT CYBERSECURITY)(62021)
Primary User-Described Activity	:	

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Business Profile (Company) of AMBIT TECH PTE. LTD. (202218587R)

Date: 07 May 2024

Secondary Activity :

Secondary User-Described Activity

Issued Share Capital

Amount	Number of Shares ¹	Currency	Share Type
10000	10000	SINGAPORE, DOLLARS	ORDINARY

¹ Number of Shares includes number of Treasury Shares

Paid-Up Capital

Amount	Number of Shares	Currency	Share Type
10000	10000	SINGAPORE, DOLLARS	ORDINARY

Company has the following Ordinary Shares held as Treasury Shares

Number of Shares Currency

Audit Firm(s)

Name

Charge(s)

Charge Number	Date Registered	Currency	Amount Secured	Chargee(s)
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Business Profile (Company) of AMBIT TECH PTE. LTD. (202218587R)

Date: 07 May 2024

Officer(s)

Name	Identification Number	Nationality/ Citizenship	Position	Date of Appointment	Source of Address
Address					
BARUN KUMAR PATRA PATAPUR,TALPADA,BADASAHIB ARSAHI MAYURBHANJ ODISHA INDIA 757026	Z6973158	INDIAN	DIRECTOR	06 MAY 2024	ACRA
OW EL GENE, DOMINIC 19 CAMBRIDGE ROAD SINGAPORE (219700)	S7308520I	SINGAPORE CITIZEN	DIRECTOR	15 MAY 2023	ACRA
XIAO BEI 10 GOPENG STREET #26-14 ICON SINGAPORE (078878)	S8159909B	AUSTRALIAN	SECRETARY	25 NOV 2023	ACRA

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Business Profile (Company) of AMBIT TECH PTE. LTD. (202218587R)

Date: 07 May 2024

Shareholder(s)

Name	Identification Number	Nationality ² / Place of origin ³	Number of Shares	Currency	Address Changed
Address	Source of Address				
SANJEEV RAO AKINEPALLY 490 ST. JAMES RD W UNIT 2 NORTH VANCOUVER BC V7N 2P5, CANADA	AS575927	CANADIAN	5000 (ORDINARY)	SINGAPORE, DOLLARS	ACRA
BARUN KUMAR PATRA PATAPUR,TALPADA,BADASAHI,B ARSAHI MAYURBHANJ ODISHA INDIA 757026	Z6973158	INDIAN	5000 (ORDINARY)	SINGAPORE, DOLLARS	ACRA

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³ Includes place of incorporation, place of origin and place of registration

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Business Profile (Company) of AMBIT TECH PTE. LTD. (202218587R)

Date: 07 May 2024

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Business Profile (Company) of AMBIT TECH PTE. LTD. (202218587R)

Date: 07 May 2024

M.



TAN YONG TAT

ASST REGISTRAR OF COMPANIES & BUSINESS NAMES
ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)
SINGAPORE

RECEIPT NO. : ACRA240507108068

DATE : 07 MAY 2024

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Lim, Tessa (SGA)

From: Leap Admin <admin@leapwallet.io>
Sent: Tuesday, May 7, 2024 7:07 AM
To: Sanjeev Rao
Cc: Lim, Tessa (SGA); support@leapwallet.io; Aw, Adrian (SGA); Tiwari, Anand (SGA); Rooke, Hagen; Cooke, Timothy; Chan, Min Jian
Subject: Re: Request for Information - Letter to Ambit Tech Pte Ltd (LEAP Wallet)

External E-Mail - FROM Leap Admin <admin@leapwallet.io>

 **This message needs your attention**

- No employee in your company has ever replied to this person.

[Report or Mark as Safe](#)

Hey folks,

As a non-custodial wallet, we do not collect any personally identifiable information (PII) from users transacting through our app. The only data we log are the transaction hashes for transactions made through any of our apps, along with the corresponding primary wallet address setup on that app.

Also, regarding your question 3a about whether any specific wallet addresses listed are Leap wallets, it's important to note that users can utilize the same seed phrase or private key across multiple wallet providers. There's no way for us to know if the wallet was created on Leap or imported from another source.

On Mon, 6 May 2024 at 16:05, Sanjeev Rao <sanjeev@leapwallet.io> wrote:
 + @Leap Admin

On Thu, May 02, 2024 at 12:57 AM, Tessa <TLim@resourcelawasia.com> wrote:

Dear Sirs,

Please refer to the attached letter.

Thank you.

Kind Regards

Resource Law LLC

Adrian Aw / Anand Tiwari / Tessa Lim

Adrian Aw | Director | T +65 6805 7328 | M +65 9838 9545 | Notary Public | Commissioner for Oaths |
E aaw@resourcelawasia.com

Anand Tiwari | Associate | D: +65 6805 7323 | M: +65 8522 7056 | atiwari@resourcelawasia.com

Tessa Lim | Associate | D: +65 6805 7327 | M: +65 9679 9462 | TLim@resourcelawasia.com

ResourceLaw

in alliance with ReedSmith

10 Collyer Quay
#18-01
Ocean Financial Centre
Singapore 049315

From: Lim, Tessa (SGA) <TLim@resourcelawasia.com>

Sent: Monday, April 1, 2024 6:39 PM

To: 'support@leapwallet.io' <support@leapwallet.io>

Cc: Aw, Adrian (SGA) <aaw@resourcelawasia.com>; Tiwari, Anand (SGA)
<ATiwari@resourcelawasia.com>; Rooke, Hagen <H_Rooke@reedsmith.com>; Cooke, Timothy
<TCooke@reedsmith.com>; Chan, Min Jian <MJChan@reedsmith.com>

Subject: Request for Information - Letter to Ambit Tech Pte Ltd (LEAP Wallet)

Dear Sirs,

Please refer to the attached letter.

Thank you.

Kind Regards

Resource Law LLC

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Singapore 049315

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RSRLAv12021



**SINGAPORE
POLICE FORCE**

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POLICE REPORT (NP299)

Report No. A/20240111/7036

Police Station Of Origin
Central Division HQ
391 New Bridge Road #03-112 Police
Cantonment Complex SINGAPORE 088762
Tel No:1800-2240000

Date/Time Report Made <u>11/01/2024 15:25</u>	Vide Report No.	Station Diary No.		
Name Of Informant ANAND SHANKAR TIWARI S/O SIVAKANT TIWARI	Address 274 JOO CHIAT PLACE SINGAPORE 427954			
ID Type / ID No. NRIC NO / S9103005E	Contact No. Home/Office: Mobile: 85227056			
Nationality SINGAPORE CITIZEN	Email Address atiwari@resourcelawasia.com			
Occupation Advocate/Solicitor (practising)	Sex Male	Age 32	Date of Birth 15/01/1991	Race Indian
Institution/School Name	Language English			
Date/Time Of Incident 08/01/2024 04:50	Location Of Incident 112 ROBINSON ROAD #03-04 ROBINSON 112 SINGAPORE 068902			

Brief details.

As set out in the attached report filed by Resource Law LLC in alliance with Reed Smith Pte Ltd, acting on behalf of Notional Pte Ltd.

Subjects Involved	
Suspect	
Person Name	Uncertain

Signature Of Officer Recording The Report: Not applicable	Signature Of Informant: The identity of the person making this report has been authenticated by Singpass. No signature is required.
Signature Of Interpreter: Not applicable	Date/Time: 11/01/2024 15:25
Officer In-Charge Of Case:	Classification Of Case:



SINGAPORE
POLICE FORCE

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POLICE REPORT (NP299)

CONTINUATION OF REPORT

Report No. A/20240111/7036

Victim			
Person Name	Notional Pte Ltd		
ID Type	OTHERS / Singapore UEN Number	ID No	202226456W
Gender	Unknown	Address	112 Robinson Road #03-04 Robinson 112 SINGAPORE 068962

Property Information								
S/N	Item	Type	Brand	Model	Serial No/ IMEI No	Quantit y	Value	Description
1	Cryptocurrency and/or Crypto-assets	Stolen			N.A.	1	Singapore Dollars 1921861	\$TIA, \$SEI, \$ATOM, \$IATOM, \$STARS and Bad Kids NFTS (as detailed in the attached report).

Signature Of Officer Recording The Report: Not applicable	Signature Of Informant: The identity of the person making this report has been authenticated by Singpass. No signature is required.
Signature Of Interpreter: Not applicable	Date/Time: 11/01/2024 15:25
Officer In-Charge Of Case:	Classification Of Case:

Dear Sirs,

The three undersigned persons wish to make a report to the Singapore Police in respect of a theft of certain cryptocurrency and crypto-assets from a wallet belonging to a Singapore entity, Notional Pte Ltd ("Notional").

At around 4.52am (Hanoi time), on 8 January 2024, 71,223.53 \$TIA was sent to a Notional wallet address (celestia1083svrca4t350mphfv9x45wq9asrs60ce9xvf) ("Notional's Wallet") jointly administered by two Notional employees, i.e., Ricardo Ferreira Goncalves ("Ricardo"), who is Notional's Business Development Manager and a long-term consultant to Notional contracted via DMEGA Limited NZ, and Jacob Gadikian ("Jacob"), who is the Chief Executive Officer of Notional. The transaction is evidenced here: <https://www.mintscan.io/celestia/tx/DCD3CEE3AC0FD55691F6978E83F3AD0F1162C93355F48>

Ricardo has a 20% beneficiary interest in Notional's validator operations, including Notional's wallet and was monitoring the receipt of \$TIA from the recovery process being executed by Jerry Chong ("Jerry").

For completeness, Jerry, who is a Cosmos Rescue Validator and a Recovery Specialist, was involved in moving funds that resided in a validator operating wallet (celestia1cydgz3dtxpqd8j8t2k3wh9wa9vc28tkt53zges) ("Notional's Celestia Validator Wallet"), which was shared with a previous employee, from Notional's Celestia Validator Wallet to Notional's Wallet.

Jerry had been hired by Notional to secure the transfer of \$TIA and other assets to Notional's Wallet on 4 January 2024 following suspicious transfer activity in other cryptocurrency wallets held by Notional. For this purpose only, Jerry was granted access to Notional's Celestia Validator Wallet on 5 January 2024.

However, when Ricardo accessed Notional's Wallet after the receipt of the \$TIA, he discovered that all \$TIA in Notional's Wallet (totaling 71,810.596 \$TIA) had been sent to an unknown wallet address (celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj), where they remain as of the date of this report.

The transaction is evidenced here:

<https://www.mintscan.io/celestia/tx/14910791F4007F61316E3518E9966F730049D0039C5E7CDD1F5853E777618069?height=504402>

After checking Notional's Wallet, in or around 5am (Hanoi time), Ricardo attempted to reach out to Jacob to check if he was responsible for the transfer of all of the \$TIA in Notional's Wallet to the unknown wallet as Jacob and Ricardo were the only persons with access to Notional's Wallet.

In any event, Jacob, Ricardo and Jerry hereby confirm that none of them were responsible for the unauthorized transfer of all of the \$TIA from Notional's Wallet to the unknown wallet.

Following the theft of \$TIA from Notional's Wallet, Ricardo also discovered the theft of other cryptocurrency and crypto-assets from Notional's Wallet. For ease of reference, we set out below the names, amounts and current market value of the cryptocurrency which were stolen from Notional's Wallet.

Name of Cryptocurrency / Crypto-assets	Amount of Cryptocurrency	Current Market Value of Cryptocurrency (as of the date of this report)	Transaction Link(s)
\$TIA	71,810.596	Approximately USD 1.075 million	https://www.mintscan.io/celestia/address/celestia1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf7re4tj

Name of Cryptocurrency / Crypto-assets	Amount of Cryptocurrency	Current Market Value of Cryptocurrency (as of the date of this report)	Transaction Link(s)
\$SEI	145,499.98	Approximately USD 109,000	https://www.mintscan.io/sei/tx/51F3E1924A9329D992B8287D3155457B2C1BCA4A8AA984428
\$ATOM	120.662447	Approximately USD 1,180	https://www.mintscan.io/cosmos/address/cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l
\$IATOM	21,625.183	Approximately USD 214,000	<p>Attackers' wallet: https://www.mintscan.io/cosmos/address/cosmos1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf0fg93l</p> <p>Get Reward https://www.mintscan.io/cosmos/tx/DCD35AA01574A1635121759F08887B6CDC2EC3E7DA9EAF6D0DCA2BF12E6E48CD?height=18623398</p> <p>Send https://www.mintscan.io/cosmos/tx/AEE1B2F5DF12577655C65A3EDD5F17BC27C9DB2267A3D5F40D0FEDA03E31CE0?height=18623407</p> <p>Tokenize - 9,001.601442 ATOM https://www.mintscan.io/cosmos/tx/1DF431D768E633C2B5548CF099E55C5D886CE1F1D04C78D6FA24D0C8663575F7?height=18623088</p> <p>Send - 9,001.601442 IATOM https://www.mintscan.io/cosmos/tx/CC7CBD9224F2A93E4F9961DCF2C71AE95E604E32B1A6</p>

Name of Cryptocurrency / Crypto-assets	Amount of Cryptocurrency	Current Market Value of Cryptocurrency (as of the date of this report)	Transaction Link(s)
			<p>60EFC7F00EB63788CA28?height=18623104</p> <p>Redelegation of 2,420.690 ATOM to ensure they could tokenize</p> <p>https://www.mintscan.io/cosmos/tx/A6353F6E6A14D7816E46F7E87F1FB6959BB331760034C15D661C49E826DE2024?height=18623204</p> <p>Tokenize - 2,420.690000 ATOM</p> <p>https://www.mintscan.io/cosmos/tx/71D1D11A1104684B1DFB30584638F95E1EC3C1213F095F425F7F95FBD95B82DF?height=18623223</p> <p>Send - 2,420.690000 IATOM</p> <p>https://www.mintscan.io/cosmos/tx/9C92D73C9E98188D39F01C17C7D8CCCC21025E89EB358FA8A96D746667CFB157?height=18623235</p> <p>Tokenize - 200.000000 ATOM</p> <p>https://www.mintscan.io/cosmos/tx/07FDCFCF3A6C8AB4B0B0F6242D479B48F740D2BEF06C0A89721B1454BA52F181?height=18623247</p> <p>Send - 200.000000 IATOM</p> <p>https://www.mintscan.io/cosmos/tx/5B54025BEB3E3EC5E061F4BC9A3951ED711EB45E0FD45DCDFC472519B30D7025?height=18623257</p>

Name of Cryptocurrency / Crypto-assets	Amount of Cryptocurrency	Current Market Value of Cryptocurrency (as of the date of this report)	Transaction Link(s)
Bad Kids NFTs	<p>Total of 11 NFTs:</p> <p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/</p> <p>No. 7820</p> <p>No. 6479</p> <p>No. 4160</p> <p>No. 4030</p> <p>No. 3547</p> <p>No. 3182</p> <p>No. 3085</p> <p>No. 2739</p> <p>No. 2211</p> <p>No. 2184</p> <p>No. 9798</p>	<p>Approximately USD 34,963.50</p>	<p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/7820</p> <p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/6479</p> <p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/4160</p> <p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/4030</p> <p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/3547</p> <p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/3182</p> <p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/3085</p> <p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/2793</p> <p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/2211</p> <p>https://www.stargaze.zoe/m/stars19jq6mj84cnt9p7sagjxqf8hxtczwc8wlpwe4sh62w45aheseues57n420/9798</p>

Name of Cryptocurrency / Crypto-assets	Amount of Cryptocurrency	Current Market Value of Cryptocurrency (as of the date of this report)	Transaction Link(s)
			c8wlpuwe4sh62w45aheseues57n420/2184 https://www.mintscan.io/stargaze/tx/7D7C532CB6A683403E4324F88ADC7ABD4FC6129D5F625013CA0B866A9FD2D692?height=11716248
\$STARS	218,900.198982	Approximately USD 9,193.80	
<u>APPROXIMATE TOTAL:</u>		USD 1,443,337.30	

Jacob, Ricardo and Jerry hereby confirm that none of them were responsible for the aforementioned unauthorized transfers of \$TIA, \$SEI, \$ATOM, \$IATOM, \$STARS or the Bad Kids NFTs.

Neither Jacob, Ricardo nor Jerry are aware of the unknown wallet addresses to which the \$TIA, \$SEI, \$STARS, \$ATOM, \$IATOM and Bad Kids NFTs were transferred to, or know the persons who own or operate these unknown wallet addresses. Notional believes that the \$TIA, \$SEI, \$ATOM, \$IATOM, \$STARS and Bad Kids NFTs were stolen and/or wrongfully misappropriated.

Notional is currently engaged in a forensic analysis of the theft and hopes to be able to share further details (such as the perpetrators of the theft) as soon as it is able to. If necessary, Notional would also be happy to assist in the Singapore Police's investigations and meet to discuss the above.

DocuSigned by:



Jacob Gadikian
1/10/2024
E1AE1BCFF5D04FC...

DocuSigned by:



Ricardo Ferreira Goncalves
1/10/2024
CDABDC22CD65468...

DocuSigned by:



Jerry Chong
1/10/2024
3668DD1F9F5B471...

Jacob Gadikian
United States/Passport
ID No.: A35386903

Notional Pte Ltd
CEO

Ricardo Ferreira Goncalves
New Zealand/Driver's License
ID No.: DU116490/319

DMEGA Limited | Notional PTE Ltd
Director | Manager/Consultant

Jerry Chong
Malaysia/Passport
ID No.: A51819403

Chong zhe wei
Consultant

[12/1/24, 4:29:41 PM] Notional Theft: Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them.

[12/1/24, 4:29:41 PM] Notional Theft: You created group "Notional Theft"

[12/1/24, 4:30:35 PM] Anand Tiwari: Hi @6596790392, I've created a group with you, me and @19493719342 , who is Grace and is duly authorised by Notional to speak to and provide you with the information you need in relation to this theft.

[12/1/24, 4:30:47 PM] Anand Tiwari: Notional Response for SG_IO_01112024.docx document omitted

[12/1/24, 4:31:20 PM] Anand Tiwari: Above are the answers to the first set of questions you asked of me regarding the theft. I hope the responses help.

[12/1/24, 4:31:34 PM] Anand Tiwari: If you have any further questions please feel free to let @19493719342 or me know

[12/1/24, 4:31:36 PM] Anand Tiwari: Thank you

[12/1/24, 4:57:30 PM] GY: @6585227056 thank you for the introduction

[12/1/24, 4:58:40 PM] GY: @6596790392 Officer Boo, thank you for helping Notional with the investigation.

[12/1/24, 5:00:55 PM] GY: Just a quick note, I am based in New York City. Due to the time difference, there may be a slight delay in my responses. However, due to the theft I am keeping rather late hours which are more compatible w Asia.

[12/1/24, 5:09:49 PM] GY: Officer Boo, we had a preliminary call w a relationship consultant from Chainalysis (forensic analysis and surveillance for stolen digital assets). We're looking to sign a mutual NDA and are connected with a technical analyst who will assess whether these funds can be flagged in their system as being stolen.

We learned that many of their competitors may likely tag the funds as being stolen as a courtesy (following an initial assessment). As different firms have different relationships with exchanges and protocols, the guidance is to tag early and everywhere.

We will have a second call with ChainAnalysis next week, and will keep you apprised of any developments from their assessments.

[12/1/24, 7:44:07 PM] IO Boo Jon You: Thanks sir. We're using chainalysis's tools as well. Based on our investigations, the funds were still in the attacker's wallet(s). We'll fill you in when we have any pertinent updates

[12/1/24, 7:54:23 PM] IO Boo Jon You: To confirm, the wallets are normally accessed by Jacob and Ricardo via a hot wallet, correct? If so, what kind?

```
cosmos1083svrca4t350mphfv9x45wq9asrs60cg0hunp
celestia1083svrca4t350mphfv9x45wq9asrs60ce9xvfv
sei1083svrca4t350mphfv9x45wq9asrs60c9rx24q
stars1083svrca4t350mphfv9x45wq9asrs60cunqpcs
```

[13/1/24, 1:44:43 AM] GY: Ricardo accesses wallets through using Keplr chrome extension.

[13/1/24, 1:45:25 AM] GY: Jacob may use something different (awaiting response)

[13/1/24, 2:01:47 AM] GY: Jacob uses Keplr too, but sometimes he will use CLI (command line interface)

[13/1/24, 2:02:20 AM] GY: @6596790392 should you need to reach Keplr, we know the founders and senior engineering team

[13/1/24, 2:24:22 AM] GY: May I ask what class of on chain tooling SG has access to

via ChainAnalysis? We're in the process of negotiating a package with them, and would be helpful to know if we are purchasing services SG law enforcement already has.

[13/1/24, 2:29:18 AM] GY: If SG law enforcement a paying licensed user of Chainanalysis? If so, that helps me alot to understand what tooling you have at your disposal. Thank you in advance

[13/1/24, 9:30:50 AM] IO Boo Jon You: Unfortunately, im not at liberty to disclose the specifics of the tool we got from chainalysis due to confidentiality/opsec.

Regardless, we'd like to add that while SPF uses chainalysis's tools - their level of blockchain related knowledge is higher than ours at this present moment.

Chainalysis is an industry leader and is backed by a strong team, so they can definetly provide valuable insights into the technical details on how the crypto may have been siphoned off (and to where)

SPF's main angle is the accquisition of leads that can help us identify and apprehend the perpetrators. For crypto cases there would primarily be 3 main things we look at:

your input is required for 2 & 3

1. Fund tracing - we'll trail the addresses, and acquire KYC if/when the addresses interact with CEXs. We'll follow up with the police forces of the relevant jurisdictions when the identity of the wallet holder is established.

2. The human aspect - based on the context, it seems Long is a strong suspect. Is he still in vietnam? Has a police report been lodged in vietnam?

3. Device analysis - depending on the circumstances, there was a chance whatever device(s) jacob or ricardo used to access keplr and store their seed phrases may have been compromised by malware that led to the unauthorised transactions. To look further at this angle, we'll need the devices to analyze. Will jacob and ricardo be willing to provide their devices for forensics? (We wont need the keepass.info usb stick)

Side note - based on the established information, the likelihood device compromise is low. But its best to rule it out for completeness of investigations

[13/1/24, 11:08:33 AM] IO Boo Jon You: By the way, may i check if jacob & ricardo is in singaopore?

[13/1/24, 11:21:48 AM] IO Boo Jon You: Grace, may i check what your role in Notional is, please?

[13/1/24, 1:38:23 PM] GY: Officer Boo, I'm an external consultant to Notional. My expertise is in helping companies navigate change management and restructuring issues, along side special situations.

[13/1/24, 1:40:13 PM] GY: Jacob is in Hanoi at the moment. Ricardo is in New Zealand. I have already suggested both their devices should be submitted for detection of malware. We discussed shipping their devices to a vendor in NY, bit if your team can manage the analysis for any spyware our preference is to send the devices to you in Singapore.

[13/1/24, 1:43:06 PM] GY: Yes, Long is a Vietnamese citizen and is residing in

Hanoi.

Jacob Gadikian made w police report in Hanoi on Tuesday, however they did not assign us a case number. I have subsequently asked the office manager to return to the precinct to ask for the case number and any updates as to who within their bureau is managing the case. Apparently, due to Vietnam not recognizing crypto currency as "property" they do not consider this as theft...and are pondering how to classify the report.

[13/1/24, 1:44:19 PM] GY: As Jacob Gadikian, the CEO is an American citizen, I have contacted the US Consulate in Vietnam for assistance in liaising with local law enforcement in processing a report for theft. I will have a better idea early next week what kind of assistance the US Consulate can provide.

[13/1/24, 1:46:50 PM] GY: I mentioned to Jacob that SG will require him to make a statement of theft in person (in due course). He will make himself available to make such in person report -- and can do so next week if that's best. He can bring his devices with him should you wish to examine them.

[13/1/24, 2:38:13 PM] GY: When you observe the onchain data for hump, you can see there was an attempt to transfer the entire TIA amount 20 seconds **before** it was supposed to arrive in the account. This observation suggests that the attacker was aware of the exact timing and exact placement of the unbonded funds.

The placement of unbonded funds was a decision made by Jacob (selection of hump wallet), and only Ricardo and Jerry were aware of the placement. It also reveals that the attacker might have been executing the transactions manually rather than an automated attack enabled by scripting.

For this reason, although highly unlikely -- we do suspect keylogging breach of some kind that gave attacker knowledge of decisions made by the recovery team.

However, if this is the case -- and also given that the attacker has Ricardo and Jacob's seed phrases, it's astonishing none of their personal cryptocurrencies were also taken.

[13/1/24, 2:38:49 PM] GY: image omitted

[13/1/24, 2:41:42 PM] GY: Also, a small amount of \$ATOM has already hit Seychelles based exchange. On Dec 23, some Bitcanna was swapped for Osmosis via IBC, converted to ATOM and deposited into what appears to be a Binance exchange address.

Regrettably, this incident was left off our initial report.

Should you wish to read our more extensive narrative timeline of events, I can share with you.

[13/1/24, 2:43:37 PM] GY: 2024-01-04 - GMT + 7 (ICT - Hanoi)

Ricardo noticed that the Bitcanna validator wallet had already unbonded on December 23, 2023 and the \$BCNA-denominated funds moved out via IBC (Interblockchain Communication) routes and swapped on IBC for 152 \$ATOM (Approx \$1500 USD worth) which landed in what appears to be a Binance exchange wallet.

First, a small amount of 150 \$BCNA was sent.

Followed by the greater balance of 93143 \$BCNA transferred out of the account 9 minutes following the 150 \$BCNA transaction. To be clear, the following is the beginning of unauthorized transfers to attacker wallets.

Tx link:

<https://www.mintscan.io/osmosis/tx/37D2FCC8FC93DE0B02260FDF3CF8BA2239D11A3986D5B90CE7F89CCA6C953001?height=12898917>

Sender: bcna1dl7w3myyfmnarh0t5uxmy7qe6szagz3ka2nq42

Receiver: osmo1dl7w3myyfmnarh0t5uxmy7qe6szagz3k0ps3t2

Amount: 150.000000 BCNA

Dec Dec 23rd, 2023, 09:59:58 ICT

Tx link:

<https://www.mintscan.io/bitcanna/tx/F17028D314F520C81885EDD24752919D34A11B27E4D2EFC0BAC58B4F6380B6BE?height=11797662>

Sender: bcna1dl7w3myyfmnarh0t5uxmy7qe6szagz3ka2nq42

Receiver: osmo1dl7w3myyfmnarh0t5uxmy7qe6szagz3k0ps3t2

Amount: 93,143.000000 BCNA

152 \$ATOM sent to exchange using user identifier memo 103571931.

Dec 23rd, 2023, 11:28:08 ICT

Tx link:

<https://www.mintscan.io/cosmos/tx/73CFE6CE985A0F6D6FDA219313863AC98862C96691200C29E909219E83E286A1?height=18400169>

From: cosmos1dl7w3myyfmnarh0t5uxmy7qe6szagz3k86rpac

To: cosmos1j8pp7zvcu9z8vd882m284j29fn2dszh05cqvf9

Amount: 152.500000 ATOM

[13/1/24, 3:25:14 PM] IO Boo Jon You: hi grace, just to align - is the seychelles based exchange that you are referring to Mandala exchange?

[13/1/24, 3:52:02 PM] IO Boo Jon You: What is the IATOM cryptocurrency?

[13/1/24, 4:26:25 PM] GY: Will check with team if it's Mandala.

[13/1/24, 4:27:40 PM] GY: IATOM is liquid ATOM, "liquid staked ATOM"

Jan 8th, 2024, 04:02:46 ICT

Tx link:

<https://www.mintscan.io/cosmos/tx/107295BBF3CA19C7BBE46A357622EC1292968F5D2F404C4A3165850030FCC1F7?height=18623074>

The extraction method used here was more advanced, utilizing the new liquid staking features of the Cosmos blockchain.

This feature enables tokenizing staked assets, making them quickly transferable to another wallet, bypassing the usual 21-day unbonding period required for liquidity. Interestingly, our team, including Jacob, discussed this exact capability in our 18-member Signal chat, named "Restructuring," on December 30, 2023. Jacob clarified that this approach was applicable only to Cosmos (ATOM) and not Celestia (TIA).

Note on theft of tokenized shares:

The tokenization of shares allows an attacker to instantly remove stake from a target wallet by using the liquidity staking module, which allows stakers on the cosmos hub to move staked tokens.

[13/1/24, 4:28:08 PM] GY: Yes, the Seychelles exchange is Mandala, sir

[13/1/24, 4:35:15 PM] IO Boo Jon You: I see. I just sent a ticket to mandala asking for an email address to submit my KYC request

[13/1/24, 4:36:00 PM] IO Boo Jon You: But this exchange seems very privacy friendly....im not very hopeful about their response

[13/1/24, 4:37:06 PM] IO Boo Jon You: I noticed some movement frm the attacker's ATOM wallet cosmos...g931

The funds ended up in an axelar wallet. Hasnt moved since then. Just fyi

[13/1/24, 4:37:57 PM] IO Boo Jon You: To clarify, the funds im refering to is the 120 ATOM siphomed frm the hump wallet

[13/1/24, 4:38:36 PM] IO Boo Jon You: Any chance Long is one of the 18 members of the chat?

[13/1/24, 4:54:48 PM] GY: One of the 18 members of which chat?

[13/1/24, 4:55:11 PM] IO Boo Jon You: The signal chat

[13/1/24, 4:55:19 PM] GY: Thank you for trying with Mandala

[13/1/24, 4:56:05 PM] GY: Long is in Signal, yes. But there isn't a chat active with him (with Notional). He on occasion still reaches out to me.

[13/1/24, 4:56:18 PM] GY: Would you like for me to connect you to him in Signal?

[13/1/24, 4:57:22 PM] GY: We're a bit apprehensive of what Long will say publicly about the company assets getting stolen...as it's a sensitive time rebuilding the validator operations.

[13/1/24, 5:07:09 PM] GY: I am in contact with Long bc I served as a mediator during his initial standoff with Notional. I negotiated with him to return the validator operator keys he had exclusive control of.

[13/1/24, 5:10:30 PM] IO Boo Jon You: It wont be necessary for now. Imo theres not much point for Notional to discuss this issue with Long for now - it'll probably tip him off further and he may choose to get rid of evidence (if he hasnt already)

Would be best to let law enforcement to engage him once theres more evidence <This message was edited>

[13/1/24, 5:21:29 PM] GY: Yes, we haven't discussed anything with him. And avoided all communication with him for several weeks now.

[13/1/24, 5:25:42 PM] GY: He reached out to me to say Happy New Year, and to say his lawyers received an illicit under the table offer from Notional Vietnam's lawyers.

Not inclined to believe Long -- in any case, the Vietnamese legal team has been a disaster. We terminated the retainer agreement prior to Long alleging this.

[13/1/24, 6:15:50 PM] IO Boo Jon You: Hi may i check - you mentioned a binance address in this message. ~May i check what address this is?~ may i have the address, please? <This message was edited>

[14/1/24, 5:45:25 AM] GY: I will get you the address. It's not a Binance address. It's Mandala exchange.

[14/1/24, 5:46:10 AM] GY: We have more movement with tokens. The attackers are

moving funds to axelar bridge and converting go Ethereum. There are unbondings from Jacob's personal wallet as well.

[14/1/24, 5:51:23 AM] GY:

<https://www.mintscan.io/cosmos/tx/73CFE6CE985A0F6D6FDA219313863AC98862C96691200C29E909219E83E286A1?height=18400169>

Tx link

[14/1/24, 5:52:05 AM] GY: 152 ATOM sent to Mandala x change deposit address

`cosmos1j8pp7zvcu9z8vd882m284j29fn2dszh05cqvf9`

[14/1/24, 5:58:50 AM] GY: We're seeing that 800 TIA and 120 ATOM moved last night, changed to axlweth and sent to axelar. Swapped for eth...

Also unbonding triggered for other assets the team did not authorize. Will work on getting you chronological synopsis of where token is moving.

[14/1/24, 6:04:57 AM] GY: Thieves took TIA and ATOM from stolen funds, converted to ETH, sent via axelar to Ethereum, and send to a non-kyc exchange in belize.

Approx 5 ETH worth.

This is the information from the Belize exchange website: <https://exch.cx>

We are a company registered in Belize. Our entity details:

Company name: Private Project Facilitators LTD.

Company number: 176168

[14/1/24, 6:05:59 AM] GY: First moved here:

<https://etherscan.io/address/0xa4c66fe2727fe9dfe947af2f530cdc6fb7bb32d8>

Then here:

<https://etherscan.io/address/0xbc882735bedd79f247d407260c3db8e6f2184159>

[14/1/24, 6:08:20 AM] GY: They also split a small amount which ended up here:

<https://etherscan.io/address/0x9db5ec9c9cd5069558aed75d6c62074575e1c082>

Will draft an easier to follow synopsis of the above and send. Just wanted to alert you with tx link and eth addresses involved in evolving attack

[14/1/24, 6:38:14 AM] IO Boo Jon You: Hi, whats the address of jacob's private wallet?

What kind of tokens were unbonded?

To confirm, did the unbonding require Jacob's seedphrase?

Does he normally access his private wallet via Keplr's chrome extension on macbook?

Has Jacob shared his seedphrase with anyone before?

[14/1/24, 6:39:47 AM] IO Boo Jon You: Roger that, standing by for the synopsis ☺
 [14/1/24, 8:12:43 AM] GY: 1) akash1synfg12ew2z2hkxp4e46pj4j74dk5502mlf2rp

- 2) AKT (Akash)
- 3) It would
- 4) yes, he uses Keplr Chrome extension.

5) yes the seed phrase for hump is also known to Ricardo. Ricardo has his seed phrase saved on 1password. That might be the source of the compromise. 1password.
 [14/1/24, 8:15:49 AM] IO Boo Jon You: Yep 1password had a breach last dec....may i have ricardo's 1password username pls? Ill write in to 1password to request for the access logs for his 1password account. May see something useful there
 [14/1/24, 8:17:53 AM] IO Boo Jon You: May i check - how did you find these eth addresses?

Based on my tracing, i saw that the 800 TIA swapped for wrapped eth thru what seemed to be a squid router wallet. But i cant determine the flow of funds after that. I couldnt find any corresponding eth addresses as well

[14/1/24, 8:25:05 AM] GY: I will ask for Ricardo's username.
 [14/1/24, 8:27:10 AM] GY: The personal AKT address of Jacob's was actually a former validator address to which both he and Ricardo had access to.

There's another validator account unbonding -- Bostrom. And this account also had seed phrase saved in 1password.

The common denominator: hump, AkT and Bostrom = all shared access/ seed phrase with Ricardo.

[14/1/24, 8:28:07 AM] GY: Jacob wants to come to Singapore Monday/Tuesday and make his personal in person statement. He would also like your team to screen for malware. Would you be able to accommodate/meet with him?

[14/1/24, 8:28:31 AM] IO Boo Jon You: Of course - thats providing 1password is gracious enough to extend the access logs to the singaporean police . I wont have any powers to compel them as im from a jurisdiction. I believe 1password is an american (or canadian?) Company

[14/1/24, 8:30:47 AM] IO Boo Jon You: Will get back to you on this

[14/1/24, 8:31:12 AM] GY: Ricardo's username for 1password is:
 safekeys@blurt.foundation

[14/1/24, 8:31:56 AM] GY: I can check. Would it be helpful to have a statement from Ricardo granting SGP access?

[14/1/24, 8:32:27 AM] IO Boo Jon You: Apologies, what does sgp mean?

[14/1/24, 8:32:33 AM] GY: 1password is Canadian

[14/1/24, 8:32:58 AM] GY: SGP = Singapore Police

[14/1/24, 8:33:01 AM] GY: Apologies

[14/1/24, 8:33:07 AM] IO Boo Jon You: Ah no worries

[14/1/24, 8:33:15 AM] GY: I meant to type SPF

[14/1/24, 8:33:26 AM] GY: Singapore Police force

[14/1/24, 8:33:43 AM] IO Boo Jon You: Yes, during the statement taking session we'll cover the 1password part as well

[14/1/24, 8:34:14 AM] GY: I must say, getting robbed is never fun. But I've mediated these situations for multiple entities in multiple jurisdictions. It's my first time working with Singapore Police and your responsiveness and professionalism is astonishing

[14/1/24, 8:34:55 AM] IO Boo Jon You: Actually, i've never used 1password myself, so quick check - can jacob/ricardo see the login/logout attempts from the 1password app/website?

[14/1/24, 8:35:33 AM] IO Boo Jon You: No worries madam just doing my job. Disclaimer though, its sunday so my responses maybe delayed

[14/1/24, 8:38:08 AM] GY: Am aware. Thank you very much -- sorry to disturb you during the weekend.

[14/1/24, 8:39:53 AM] GY: Jacob doesn't use 1password. No one in crypto should be using this service.

Gobsmacked Ricardo stored shared seed phrase here. That's a different conversation.

Yes, Ricardo does have logging information. Notably, he had several "vaults". Long had access to one of the vaults, but it did not hold the seed phrase for hump.

[14/1/24, 8:40:55 AM] GY: image omitted

[14/1/24, 9:34:04 AM] IO Boo Jon You: Regarding jacob's macbook -

The priority would be to ensure that there is no malware active on his macbook (so that he doesn't get victimized further). Next objective would be determining what malicious or suspicious processes (if any) exfiltrated the seedphrases/keys/credentials

Analyzing windows based machines is relatively straightforward, but with mac based machines, the triaging, imaging and analyzing is a little bit more complex.

On that note, mr jacob has 3 options:

A. Providing the macbook to SPF

Considering the load we have, SPF may need to hold onto Jacob's macbook up to *1 month plus*.

B. Engaging an external forensics company

Considering the potential inconvenience, we understand if Jacob chooses to engage an external digital forensics company of his own choosing (and cost) to examine the machine instead. They will be able to fulfill the 2 objectives stated in para 1 much quicker than us.

Furthermore, Jacob can get the full forensic report from the company.

SPF's forensic report is considered confidential thus we won't be extending it to Jacob.

C. Run an antivirus scan

This would be the most time and cost efficient method - but depending on its threat intelligence, the antivirus may not detect malware that caused the compromise.

For Jacob's consideration, please. Do let us know which option Jacob prefers - if he chooses B, we'd appreciate if the forensic report can be extended to us as well.

[14/1/24, 10:54:14 AM] GY: Thank you for the above, have shared w Jacob. He has gone to sleep after being up for 2 days. He should respond shortly.

I know he's already done C. Knowing him, he will opt for B and will share the forensic report. If there are service providers you recommend in SG, we prefer to work with an agency outside of Vietnam.

[14/1/24, 10:55:29 AM] GY: The more concerning device is Ricardo's...we will coordinate the same for his computer

[14/1/24, 11:02:59 AM] GY: Do you still require Jacob to make an in person report? If so, would be good to know if he needs to make an appointment prior to arriving.

[14/1/24, 11:15:48 AM] GY: 20240114 Notional Update_SG Police_7036.pdf • 2 pages document omitted

[14/1/24, 12:11:10 PM] GY: We found the Eth address by running the Osmo address used to execute TIA swap for axlwETH through Axelarscan:

<https://axelarscan.io/tx/18becc085452c339957ed231454214a98366bfd57788bce40355f977394f9862>

Axelar is an IBC (interblockchain) bridge to Eth network. If you scroll down, you will see relayer information, and further down, payload information for the Eth address used.

0xD397883c12b71ea39e0d9f6755030205f31A1c96

So not very user friendly...crypto interfaces.

[14/1/24, 8:16:11 PM] IO Boo Jon You: Hi, ill need to record a statement from him for my investigations. Would next tuesday singapore time 7pm be good?

My office is at

Level 19, Block C
391 new bridge road
Singapore 088762

[14/1/24, 8:16:43 PM] IO Boo Jon You: Next tuesday as in 16 Jan

[14/1/24, 8:18:01 PM] IO Boo Jon You: The session will probably take abt an hr

[15/1/24, 4:46:17 AM] GY: I will confirm with Jacob.

[15/1/24, 6:03:26 AM] GY: Jacob confirmed he can be in Singapore on Tuesday.

[15/1/24, 6:05:25 AM] GY: Can SPF recommend any forensic analysis service providers located in SG? We'd like Jacob to have his devices evaluated during his visit if possible.

[15/1/24, 6:18:11 AM] GY: KVL Employee Cosmos Addresses.pdf document omitted

[15/1/24, 8:23:08 AM] GY: To be clear, **flag for your attention and more context...not saying these addresses should be flagged for exchanges.

[15/1/24, 8:25:06 AM] IO Boo Jon You: Great, ill see him then.

[15/1/24, 8:26:08 AM] IO Boo Jon You: Unfortunately i cant due to conflict of

interest issues

[15/1/24, 8:26:26 AM] IO Boo Jon You: Will do

[15/1/24, 8:27:02 AM] IO Boo Jon You: I see

[15/1/24, 8:28:30 AM] IO Boo Jon You: Ill reach out to this exchange later today.

Apologies im in the midst of another case so responses may be delayed

[15/1/24, 9:20:34 AM] GY: No worries. Thank you

[15/1/24, 9:52:58 AM] GY: I've received several forensic firm recommendations from @6585227056.

By chance might either of you be familiar with turnaround times for the analysis?

@6596790392 anything specific you would like the forensic teams to look for in particular?

[15/1/24, 9:56:23 AM] GY: Passwords Held on 1Password (Notional).pdf • 3 pages document omitted

[15/1/24, 10:02:44 AM] IO Boo Jon You: They should be able to complete the imaging of the device in less than a day. The report should be done within a week.

Disclaimer though, i dont have much experience with external forensic firms so

[15/1/24, 10:03:48 AM] IO Boo Jon You: Any evidence of their secret keys being exfiltrated

[15/1/24, 10:06:03 AM] IO Boo Jon You: Side note: do you know what timezone mintscan is on? Im asking cause on mintscan the 800 TIA swap to 5.096 axlweth was on 13 Jan 0306hrs, but on ethscan the the 5.07 eth was received on 12 dec 1919hrs

[15/1/24, 10:06:24 AM] IO Boo Jon You: image omitted

[15/1/24, 10:07:32 AM] GY: Mintscan displays the time zone you are in.

[15/1/24, 10:08:17 AM] IO Boo Jon You: That explains it

[15/1/24, 10:08:22 AM] IO Boo Jon You: Alright thanks

[15/1/24, 11:04:16 AM] GY: @6596790392 is it necessary to migrate sensitive data before having machine scanned by forensic team?

[15/1/24, 11:05:33 AM] IO Boo Jon You: It'll be mr jacob's discretion. But he can do so if he wants to play it safe

[16/1/24, 5:28:56 AM] GY: @6596790392 Jacob is very high on the autism spectrum. You may need to repeat questions to him, and remind him to provide answers efficiently. Otherwise, you may be in there until midnight.

[16/1/24, 5:31:06 AM] GY: He has a tendency to give back story to the back story, and while his diversions are amusing it can make for an unstructured conversation. Just reassure him the best way is for him to answer your question first. If you need more background or context, you will prompt him for extra information.

[16/1/24, 5:49:24 AM] GY: Also, 1password says they can provide Singapore Police access to Ricardo's log. However, you must make a request directly to their legal team.

[16/1/24, 5:49:57 AM] GY: image omitted

[16/1/24, 5:50:20 AM] GY: Please contact them at Legal_Requests@agilebits.com

<https://1password.com/legal/law-enforcement/>

[16/1/24, 6:18:42 AM] GY: 1password authorisation_signed.pdf • 1 page document omitted

[16/1/24, 7:40:44 AM] IO Boo Jon You: Roger that grace

[16/1/24, 7:41:35 AM] IO Boo Jon You: Thanks. Will reach out to them. I sent the KYC request to exch.ch yesterday...they dont seem like the law-enforcement friendly

kind, so fingers crossed

[16/1/24, 8:13:55 AM] GY: They are not. In the blockchain space, they're used as a mixing exchange for laundering.

[16/1/24, 2:28:19 PM] GY: Would it be possible to send a KYC request to the Mandala exchange as well? Some ATOM was deposited there on Dec 23. It's not a material amount of money, but more likely you can get information from them. The exchange is based in Malta, but the parent company appears to be a Delaware LLC.

[16/1/24, 2:29:02 PM] GY: Binance is listed as a major liquidity provider, but it may also be a part owner...

[16/1/24, 2:29:48 PM] IO Boo Jon You: Are you referring to the KYC for this?

[16/1/24, 2:30:09 PM] IO Boo Jon You: If so, yes, the request was sent on sun morning

[16/1/24, 2:58:39 PM] GY: Yes. Thank you for confirming

[16/1/24, 6:34:27 PM] IO Boo Jon You: Hi grace, may i confirm thst jacob is on the way?

[16/1/24, 7:08:46 PM] Anand Tiwari: We understand that Jacob should be with you, please let us know if that's not the case

[16/1/24, 7:08:47 PM] Anand Tiwari: Thanks

[16/1/24, 7:49:36 PM] GY: He returned to his hotel which is just 1km away from the 7pm meeting location. I am sure he is on his way. Will double check.

[16/1/24, 7:50:55 PM] GY: Sorry I interrupted the intake.

[16/1/24, 7:51:13 PM] GY: @6585227056 Jacob is with Officer Boo now.

[16/1/24, 10:08:52 PM] IO Boo Jon You: No worries

[16/1/24, 10:09:43 PM] IO Boo Jon You: The statement ended about 20 mins ago, fyi pls

[16/1/24, 10:10:15 PM] IO Boo Jon You: Apologies, didnt see this message

[16/1/24, 10:16:11 PM] IO Boo Jon You: Based on the facts, it seems like Long and Khahn Ngyen are the 2 persons of interest, but i wont be able to compel them to assist with my investigations due jurisdictional limitations.

Will monitor the funds, forensic examination of jacob's macbook, and 1password logs. Hopefully there'll be a breakthrough from those angles.

[17/1/24, 12:47:55 AM] GY: Thank you for spending time with Jacob, @6596790392. We understand the jurisdictional limitation -- we encounter it daily. The lack of support from Hanoi police is stupefying.

[17/1/24, 8:10:29 AM] GY: Good morning @6596790392

Is lack of cooperation from Vietnam LEO specific to cryptocurrency theft, or is it the case that in general, your team has experienced challenges compelling cooperation there?

[17/1/24, 8:13:03 AM] IO Boo Jon You: Morning. My team have not encountered cases with a nexus to vietnam, so we havent had the good fortune of working with the vietnamese police/legal issues....so i cant comment

[18/1/24, 8:04:28 PM] GY: @6596790392 unfortunately, Notional has uncovered history of Ricardo siphoning sales commissions from payroll wallet. He's been over paying himself for months, possibly years. The audit is not yet complete.

[18/1/24, 8:06:42 PM] GY: We had a look inside his eth wallet, and see some strange activities and tokens. Wondering if you might have any idea as to what's going on here?

Why does he have so much fake USDT and USDC? And where is he sending it?

The counterfeit USDC and USDT amounts also correspond to amounts paid to him from Notional payroll wallet. Any ideas?

[18/1/24, 8:07:20 PM] GY:

<https://etherscan.io/tokentxns?a=0xbcb3e4fefc3a036784a4c9ba4c2890d883bde040f>

[18/1/24, 8:44:59 PM] GY: Figured out what they are. In case you don't know, they're quite prevalent now; USDC tx is seen, and a mirror tx is sent from a very close looking address. Hoping that if the user has to make a refund, they will refund to the wrong wallet, or some such nonsense.

[18/1/24, 8:46:06 PM] GY: The scam tokens appears as sent although the user doesn't -- the scam contract emits events that are consistent with an erc-20 send, and thus etherscan interprets them as such.

[18/1/24, 8:51:19 PM] IO Boo Jon You: Nope, this is my first time seeing such a scam tactic

[18/1/24, 8:52:35 PM] IO Boo Jon You: So to clarify, ricardo attempted to use a scam contract to get USDC/USDT refunded back to himself?

[18/1/24, 9:45:01 PM] IO Boo Jon You: Or is a scammer utilizing a fake contract to make ricardo refund Usdt to his address

[19/1/24, 3:40:53 AM] GY: The scam contracts are like spam. At this point he does not appear to be involved with the scam spam. He just has crazy amounts dropped to his wallet. It's like crypto vandalism.

[19/1/24, 3:41:40 AM] GY: But we do have evidence he has been siphoning from the company. Paying himself commissions on contracts that have not been paid.

Paying himself commission on contracts ineligible for commission.

[19/1/24, 3:42:36 AM] GY: Ricardo controls the payroll wallet with a single sig. It's incredibly stupid, but that's the "set up" Notional has.

[19/1/24, 3:44:57 AM] GY: Notional's COO was in a motorcycle accident and suffered brain trauma. He took medical leave 6 months ago. Suffice it to say, business ops has turned into a circus due in COO's absence.

[19/1/24, 3:55:14 PM] GY: All the deposits on Mandala exchange are on BEP20, which suggests it's a Binance owned chain

[19/1/24, 3:55:42 PM] GY: The deposit cosmos address is a known Binance address too

[19/1/24, 3:56:34 PM] GY: Would it be possible to attempt contacting Binance legal? Might be the case Mandala was acquired last September, and if you haven't received a response it may be bc there's no team on the receiving end

[19/1/24, 4:09:50 PM] IO Boo Jon You: Mandala should still be existing as an entity as it replied my emails and provided me with an email address of their legal team as well

[19/1/24, 4:10:25 PM] IO Boo Jon You: Ill press mandala for updates when i return to office next week

[19/1/24, 4:11:12 PM] IO Boo Jon You: If they mandala doesn't respond by then, i'll try enquiring with binance.

[19/1/24, 4:11:38 PM] GY: Thank you, Officer Boo

[19/1/24, 4:27:40 PM] GY: We looked at on chain data for recent deposits made to

cosmos1j8pp7zvcu9z8vd882m284j29fn2dszh05cqvf9

Doesn't seem to be used by Mandala. But it's still an active cosmos address for Binance.

And the memo field is a Binance-length account number.

[19/1/24, 9:00:45 PM] GY: image omitted

[19/1/24, 9:07:34 PM] GY: image omitted

[19/1/24, 9:37:46 PM] IO Boo Jon You: Noted, will send the KYC request out to binance

[19/1/24, 9:38:03 PM] IO Boo Jon You: To confirm, which is the recipient address that is linked to binance?

[19/1/24, 9:38:18 PM] IO Boo Jon You: If possible may i have the trx hash as well? Thank you

[19/1/24, 10:34:05 PM] GY: This is the wallet that deposited to Binance

<https://www.mintscan.io/cosmos/address/cosmos1d17w3myyfmnarh0t5uxmy7qe6szagz3k86rpac>

[19/1/24, 10:35:14 PM] GY: image omitted

[19/1/24, 10:35:50 PM] GY: Above the tx that deposited into Binance

[19/1/24, 10:36:43 PM] GY:

<https://www.mintscan.io/cosmos/tx/ECA4E332C669C4953C4BEED5B345884997D93BCFD9AA7A5B31020CDEC458947E?height=18400128>

Tx moving ATOM from OSMO for deposit to Binance

[19/1/24, 10:37:34 PM] GY:

<https://www.mintscan.io/osmosis/address/osmo1d17w3myyfmnarh0t5uxmy7qe6szagz3k0ps3t2>

Attacker Osmosis (OSMO) account

[19/1/24, 10:37:40 PM] IO Boo Jon You: Alright ill send the request in tomorrow.

Hope binance gets back with good news

[19/1/24, 10:38:16 PM] GY:

<https://www.mintscan.io/osmosis/tx/FB6030AE0D25F1589EF0DBDD10E1BE29424A8F76F73B484AF2654C76A6F3DA2C?height=12898079>

Bitcanna to Osmosis

[20/1/24, 8:45:48 AM] GY: rebonding.pdf • 2 pages document omitted

[20/1/24, 9:02:02 AM] GY: The TIA was about to unbond in 20 minutes. The attacker rebonded the TIA, resetting the unbond clock to another 21 days. It's interference with control of company assets.

These rebonding events in the context of stolen assets and attempted extortion -- shows attacker motivation here is beyond stealing (assuming the rebonding is being performed by thieving party). The intent is disruption.

[20/1/24, 9:13:25 AM] IO Boo Jon You: If you happen to know any other wallets linked to Long and Du, lemme know. Scoping into their crypto activities (both past and present) may reveal the crucial leads that we need

[20/1/24, 9:15:33 AM] IO Boo Jon You: Ive reached out to binance. Waiting for their reply

[20/1/24, 9:16:18 AM] IO Boo Jon You: By the way, exch.cx replied me. I cant disclose the contents of their reply due to confidentiality. But what i can say is that the trail of that 5 Eth is dead

[20/1/24, 9:18:45 AM] IO Boo Jon You: Again, i cant disclose specifics. But privacy coins are likely being involved

[20/1/24, 9:29:45 AM] GY: Monero...

[20/1/24, 9:29:58 AM] GY: Is my guess
 [20/1/24, 9:30:40 AM] IO Boo Jon You: 😊
 [20/1/24, 9:31:49 AM] GY: Exch is a known laundry spot. Basically a mixer to send to XMR. Ugh.
 [20/1/24, 9:31:57 AM] GY: No need to confirm.
 [20/1/24, 9:32:11 AM] GY: Understand confidentiality. Thank you for the update
 [20/1/24, 9:37:19 AM] GY: We are compiling list of all KVL (moniker for persons of interest), Du, and all former employees' ETH addresses used for payroll. We will add OSMO and AXL addresses too, as IBC used as the way out.
 [20/1/24, 9:39:11 AM] IO Boo Jon You: Roger that
 [20/1/24, 9:49:11 AM] GY: Oh geez, it's Saturday for you. Apologies.
 [20/1/24, 1:17:22 PM] IO Boo Jon You: No worries
 [20/1/24, 6:24:11 PM] GY: Wallet movements 20-01-2024.pdf • 4 pages document omitted
 [21/1/24, 8:46:44 AM] IO Boo Jon You: Morning grace, will write in to exch.cx on the axleth swaps tomorrow
 [21/1/24, 8:47:12 AM] IO Boo Jon You: Thanks for the update
 [21/1/24, 9:26:58 AM] GY: Thank you Officer Boo. Enjoy your weekend.
 [22/1/24, 11:35:43 AM] IO Boo Jon You: Hi grace, may i have a list of Notional's employees, and their contact details (e.g emails, contact numbers etc)

For KYC comparison purposes. Thx

[22/1/24, 12:27:35 PM] IO Boo Jon You: You may send the list to my email address
 boo_jon_you@spf.gov.sg
 [22/1/24, 2:08:27 PM] GY: All meaning current and former, yes?
 [22/1/24, 2:22:53 PM] IO Boo Jon You: Yes pls
 [22/1/24, 3:24:50 PM] GY: Emailed spreadsheet from grace.yu@columbia.edu
 [22/1/24, 3:32:37 PM] IO Boo Jon You: Hi, i havent recievied anything yet. Can i confirm that the email has been sent?
 [22/1/24, 3:47:25 PM] GY: Strange. I will send again.
 [22/1/24, 3:48:33 PM] IO Boo Jon You: I sent you an email, did you recieve it?
 [22/1/24, 3:56:43 PM] GY: Can you kindly confirm spreadsheet receipt? Please lmk if you prefer cvs. Should have asked earlier.
 [22/1/24, 3:58:22 PM] IO Boo Jon You: Still nothing
 [22/1/24, 3:58:32 PM] IO Boo Jon You: Did you recieve my email?
 [22/1/24, 3:59:23 PM] IO Boo Jon You: Could be because of my organization's email rules. I have an alternate work email, maybe this will work:

boo_jon_you@spf.hometeam.sg
 [22/1/24, 4:04:34 PM] GY: I did.
 [22/1/24, 4:05:04 PM] IO Boo Jon You: I see
 [22/1/24, 4:05:30 PM] IO Boo Jon You: Ill standby for this - if i still cant recieve it in here,will propose another method
 [22/1/24, 4:11:20 PM] IO Boo Jon You: Its in!
 [22/1/24, 4:11:29 PM] IO Boo Jon You: Thanks ill run thru it now
 [23/1/24, 7:18:55 AM] GY: Economic Interference and Theft, TIA.pdf • 22 pages document omitted
 [23/1/24, 7:47:01 AM] GY: If SPF can make a KYC request for the unauthorized TIA that hit Binance on 01-11-2023, that may generate a lead.
 While the stolen deposit sums are immaterial, the ongoing interference with Notional's ability to control its own assets are tortious (and possibly criminal).

[23/1/24, 8:17:14 AM] IO Boo Jon You: Will do
[23/1/24, 8:19:43 AM] IO Boo Jon You: To share, i got the kyc for the 152 atom that went to Binance

At this juncture, i can only share that the name is not featured in the list of present/ex Notional employees

However, i do believe this subject it is somehow connected to the disgruntled vietnamese employees.

Will share more when i can <This message was edited>

[23/1/24, 10:44:25 AM] GY: In addition to Long, employees named Du and Minh also had access to relayer wallets involved with TIA rebondings.

[24/1/24, 12:05:13 PM] GY: Officer Boo, am also told there's a previous employee named William Chaplin who was left off the spreadsheet due to administrative error.

[24/1/24, 1:16:14 PM] IO Boo Jon You: Thanks for the info mdm. However, the name is not of interest

[25/1/24, 4:20:59 PM] GY: 22-24th January 2024 Stolen Funds Movement.pdf • 10 pages document omitted

[25/1/24, 4:21:18 PM] IO Boo Jon You: Noted mdm. Will write in

[26/1/24, 5:30:31 AM] GY: Jack Zampolin, might that be a name you've come across through your investigations, sir?

[26/1/24, 5:33:32 AM] GY: Another substantial shareholder, and the lead infrastructure has his wallet compromised. We suspect the VN office might be infested w malware.

[26/1/24, 5:56:29 AM] GY: Correction, it's not a shareholder. We have several persons by the same first name. He is a new hire, and his wallet is compromised.

[26/1/24, 6:23:28 AM] IO Boo Jon You: This name is unfamiliar as well

[26/1/24, 6:25:41 AM] IO Boo Jon You: I see. May i have his wallet address pls?

[26/1/24, 6:27:11 AM] IO Boo Jon You: And just to check, his wallet is not related to the company's operations as well right?

[26/1/24, 7:03:14 AM] GY:

<https://www.mintscan.io/osmosis/address/osmo1t5qxhndxvqqla7axsxrmrc510z3hlaywvnt30f/>

[26/1/24, 8:00:20 AM] GY: We are not sure. Waiting for him to wake up to provide responses to follow up questions.

[26/1/24, 12:13:12 PM] GY: image omitted

[26/1/24, 12:14:03 PM] GY: image omitted

[27/1/24, 6:15:03 AM] GY: Gm. When you contacted exch (Belize) did they offer/agree to freeze/monitor the account in question?

[27/1/24, 9:25:54 AM] IO Boo Jon You: I never made a formal request to but based on my understanding they wont be able to. But ill reach out to them

[27/1/24, 9:40:28 AM] GY: Thank you for trying. Also exploring court order to freeze with legal team.

[30/1/24, 9:54:59 AM] GY: 22-24th January 2024 Stolen Funds Movement.pdf • 13 pages document omitted

[30/1/24, 10:08:14 AM] GY: @6596790392 @6585227056 is it possible to ask exch/Binance to suspend withdrawals without freezing an account?

[30/1/24, 10:39:11 AM] IO Boo Jon You: For binance, it may be possible to suspend an account. Freezing would be subject to jurisdiction and other factors

[30/1/24, 10:39:23 AM] IO Boo Jon You: Im pending exch.cx's reply on the freezing

[30/1/24, 12:13:06 PM] Anand Tiwari: Thanks @6596790392 , has Binance already agreed to suspend?

[30/1/24, 12:27:49 PM] IO Boo Jon You: Negative. Ive yet to reach out to them regarding the suspension. Once the account is suspended, the culprit will be aware that law enforcement is onto him and he will likely be even more evasive

[30/1/24, 12:28:47 PM] IO Boo Jon You: I made this choice after reviewing the account balance. Apologies but i cannot reveal the exact amount

[30/1/24, 12:28:55 PM] IO Boo Jon You: At least not at this time

[30/1/24, 12:29:25 PM] IO Boo Jon You: But depending on how this case goes, freezing/suspending will defientely be something we will be looking at

[30/1/24, 2:36:46 PM] GY: Thank you for sharing your reasoning @6596790392

[4/2/24, 5:08:12 AM] GY: @6596790392 just a quick weekend update. No action needed. Just keeping you in the loop.

[4/2/24, 5:09:49 AM] GY: image omitted

[4/2/24, 5:10:47 AM] GY: Chainanalysis is helping us produce complete forensic report of the theft, to date. Will share when complete.

[4/2/24, 5:11:35 AM] GY: The majority of TRON addresses were last active in 2021-2022. Only address with recent activity is Long's from January 22, 2024 where 103.0398 TRX (~\$12 USD value) was sent to Binance

[9/2/24, 12:34:23 AM] GY: Hello @6596790392

[9/2/24, 12:34:29 AM] GY: Happy New Year

[9/2/24, 12:35:13 AM] GY: An unhappy update -- the perpetrators moved funds our of their OSMO wallet into ETH

[9/2/24, 12:35:14 AM] GY:

<https://www.mintscan.io/osmosis/address/osmo1r0ctpgx6pe5s9jsemesm3vs9jvm3jgxf8jm48d>

[9/2/24, 12:36:21 AM] GY: Everything went to this Ethereum address:

0x758E54d88BDAb00bE93e89800D894ffdff0c63C5

[9/2/24, 8:33:47 AM] IO Boo Jon You: Thanks for the update. Will flag this address for movement. Hope this address interacts with a compliant exchange so we can get better leads ☺

[9/2/24, 10:33:09 AM] GY: Notional PTE Ltd Exploit_2024-02-08.pdf • 12 pages document omitted



Notional Property & Assets Handover Procedures & Agreement

In response to your recent resignation and the subsequent request for a comprehensive offboarding procedure, we have established a structured and transparent process for the return of property belonging to CÔNG TY TNHH NOTIONAL VIETNAM (Notional Vietnam Company Limited) (hereinafter "Notional" or the "Company"). The objective of this procedure is to ensure compliance with execution in line with contractual obligations, while simultaneously safeguarding the interests of both Notional and yourself (hereinafter also "You" or "Former Employee").

The element of coercion during a bargaining process can invalidate any and all agreements made. Therefore, is crucial to separate the return of Company property from any discussions regarding your equity interest in the Company, to eliminate any perception of coercion in reaching an agreement between the parties. This process is structured to ensure a thorough and mutually satisfactory conclusion to your employment relationship, upholding the rights and interests of all involved parties.

The following terms and conditions shall govern the handover of Notional property gained while You were employed at Notional.

Return of Confidential Access Information: The Former Employee shall immediately return all passwords, keys, access codes, and any other forms of access information (collectively, the "Access Information") that are the property of, or provide access to, any of the Company's assets, resources, or systems.

Ownership of Access Information: The Former Employee acknowledges that all Access Information, irrespective of the mode or medium of creation or



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storage, is the exclusive property of the Company. The Former Employee further acknowledges that such Access Information is considered confidential and proprietary to the Company.

Obligation to Disclose and Transfer Access Information: The Former Employee is obligated to disclose and transfer all Access Information to the Company or its designated representative immediately upon termination of employment. This transfer must include, but is not limited to, all passwords, electronic keycodes, physical keys, access cards, and any other devices or information used to gain entry or control over the Company's premises, digital assets, or any other property under the administration of the Company.

Prohibition of Unauthorized Use or Disclosure: The Former Employee is prohibited from using or disclosing any Access Information for any purpose other than the performance of their duties during employment, and such prohibition extends beyond the termination of employment in perpetuity. Any unauthorized use or disclosure of Access Information by the Former Employee shall be considered a breach of this agreement and may result in legal action by the Company and breach of Criminal Codes in Vietnam by Former Employee.

Confirmation of Return and Deletion: Upon return of the Access Information, the Former Employee shall provide written confirmation that they have not retained in any form, including memorization, any copies or records of the Access Information, and have deleted or destroyed any such copies or records that were in their possession or control.

Liability for Non-Compliance: The Former Employee shall be liable for any loss or damage suffered by the Company as a result of failure to return or improper use of the Access Information, and the Company reserves the right to seek redress, including but not limited to legal action, for any such non-compliance.

Notification and Scheduling: A formal written notice will be sent to You, detailing the specific date, time, and venue for the return of company property (including all Access Information). This notice will also include a comprehensive list of all items expected to be returned (attached to this agreement as Annex A).



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Presence of Relevant Parties: All Notional owned property (as defined in Annex A) will be returned in the presence of an appointed shareholder from Notional Pte. Ltd., and legal representatives of both parties. This measure is necessary to ensure that all proceedings are duly witnessed and adequately recorded providing sufficient evidence in any court of competent jurisdiction.

Documentation of Property: An exhaustive inventory of all company property currently in your possession has been attached to this agreement as Annex A. This inventory will serve as a reference document during the handover to guarantee the return of all pertinent items.

Inspection of Returned Items: Each returned item will undergo a thorough inspection to assess its condition and completeness. This inspection will be a joint effort between Notional's representative, You, and supervised by both parties' attorneys.

Sign-Off Procedure: Post inspection and return of all items, a handover document/ "Testament" will be executed by yourself, the company's representative, and both parties' attorneys. This Testament will affirm the return and condition of the company property and release You from any further obligations related to these items.

Testament: (see Annex B for the form of a Testament to be issued by Notional following final handover by You). This will include a reference to the inventory and documentation of assets and properties returned to Notional on [date], as well as the assets which require a longer process to hand over. The Testament will be issued when the handover of all Notional property and assets is completed, together with a Final Offboarding Confirmation to be issued.

Resolution of Discrepancies: During the handover process, should there be any discrepancies or disputes regarding the items returned, these will be documented, and a mutually agreed resolution strategy will be initiated, which may include mediation or arbitration, if required.

Confidentiality, Non-Disclosure & Non-Disparagement:

All parties to this process are required to adhere to the confidentiality, non-disclosure and non-disparagement clauses set out below, covering all aspects of Company information and the specifics of this offboarding process.



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Former Employee agrees to hold in the strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Company, any Company Confidential Information. "**Company Confidential Information**" means any non-public information that relates to the actual or anticipated business, research or development of the Company, or to the Company's technical data, trade secrets or know-how, including, but not limited to, Company wallet seed phrases, validator keys, research, product plans or other information regarding the Company's products or services and markets therefore, customer lists and customers, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances and other business information; provided, however that Company Confidential Information does not include any of the foregoing items to the extent the same have become publicly known and made generally available through no wrongful act of former Employee or of others. Former Employee's signature of this agreement constitutes their certification under penalty of perjury that they will keep in the strictest confidence and secure all documents and other items provided to former Employee by the Company, developed or obtained by former Employee in connection with their employment with the Company, or otherwise belonging to the Company.

All parties agree to refrain from any disparagement, defamation, libel, or slander of each other, the Company, Company employees, Company subsidiaries, affiliated entities and associated persons, and agree to refrain from any tortious interference with the contracts and relationships of the Company, Company subsidiaries, affiliated entities and associated persons of the Company. Company agrees to refrain from any disparagement, defamation, libel, or slander of Former Employee, and agrees to refrain from any tortious interference with the contracts and relationships of Employee. Company agrees that any communication made by Employee to any member of management prior to the date hereof shall not in any event constitute disparagement, defamation, libel or slander of any of the Company, Company



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employees, Company subsidiaries, affiliated entities and associated persons of the Company. Employee shall direct any inquiries by potential future employers to the Company's human resources department, which shall use its best efforts to only provide the Employee's last position and dates of employment.

Preliminary Acknowledgement: To clarify that the extended continued possession of company property post-employment separation is not deemed as theft, Notional is providing the Preliminary Acknowledgement at Annex C as a good faith formal statement to this effect.

Final Offboarding Confirmation: Upon successful completion of the handover process, Notional will issue a concluding offboarding letter, together with the Testament, summarizing and affirming the complete fulfillment of your return obligations and formally terminating your association with the company. This letter will provide You with a formal release, indemnifying You from any claims of theft or misappropriation related to the inadvertently retained property. Please see Annex A for an inventory of items/actions that require your ongoing cooperation.

This will only be released and executed by Notional after all property is returned.

Joint Statement: Following the completion of handover, the signing of the Testament, and issuance of the Final Offboarding Confirmation, the parties agree to publish a joint statement publicly to confirm that the handover of Notional property and assets is complete, and that the handover was conducted amicably by both sides. The exact wording shall be agreed between the parties at a later time, and both parties shall agree to use best efforts to come to a mutually acceptable wording for such joint statement. This joint statement shall be published on the following media:

- (a) Notional official Twitter account

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- (b) Github
- (c) Jacob Gadikian's Twitter account
- (d) [Long's Twitter account]
- (e) [any other media to be agreed]

The parties agree that the obligations set out in this Agreement are necessary and reasonable to protect the other party, and expressly agree that monetary damages would be inadequate to compensate the disclosing party for any breach of any covenant or agreement set forth herein.

This agreement shall be governed by Singapore law. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English. The parties agree that they will comply with the orders and/or directions of any tribunal (including any emergency arbitrator) made in any arbitral proceedings arising out of this agreement.

Signature and Date

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:



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Notional Labs

Name: _____

Signature: _____

Date: _____

Former Employee

Name: _____

Signature: _____

Date: _____



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Annex A
Key Verification, Handover &
Inventory of Assets & Properties Administered by Multsig

You must return 100% of seed phrases used during the course of your employment at Notional, as inventoried below:



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#	Chain name	Validator address	Self-bonding	Unit	Token value - Updated onlive	Total value real-time	Status	Key Holder
1	Agoric	https://atomscan.com/agoric/accounts/agoric14z6n4n4rha	21.5	BLD	0.133276	3		Long
3	Bitcanna	https://www.mintscan.io/btcanna/address/bcnad1d17w3muw7qf0v7t7q15f	92,195	BCNA	0.01315598	1,213		Long / Ricardo
4	Bitsong	https://www.mintscan.io/btsong/address/btsong1le872a	19,145	BTSG	0.00950079	162		Long / Ricardo
5	Canto	https://atomscan.com/cantou/accounts/cantou1sd7ldu2ta	25	CANTO	0.413692	10		Long
6	Cheqd	https://atomscan.com/cheqd1gvg1ifkrqgd	1,287,786	CHEQ	0.074523	95,970		Long / Ricardo
7	Chihuahua	https://atomscan.com/chihuahua/accounts/chihuahua1h	189,875,453	HUAHUA	0.00005653	10,734		Long / Ricardo
8	Composable	https://atomscan.com/composable1kth6g5d4du4etd3v6mky7x30mahi0hrctxf4e		PICA	0.00130119	0		Long
10	Cyber - Bostrom	https://atomscan.com/bostrom1g45rml	958,808,142,634	BOOT	2.4018E-08	23,029	Shutting down	Long / Ricardo
11	E-money	https://www.mintscan.io/emoney16dc37pnevy/address/emoney16dc37pnevy	62,995	NGM	0.0112479	709	Shutting down	Long / Ricardo
12	EVMOS	https://atomscan.com/evmos1rv94ighmos/address/evmos1rv94ighmos	619,616	EVMOS	0.086113	53,357		Long / Ricardo
13	<u>Fetch_AI</u>	https://atomscan.com/fetchai107ch1address	24,006	FET	0.523756	12,717		Long / Ricardo
14	GenesisL1	https://atomscan.com/genesis1s1l/accounts/genesis1s10wz	102,357	L1	\$0.05	5,179		Long
15	Gravity Bridge	https://www.mintscan.io/gravity-chain/validators/kivaloper1	703,365	GRAVITON	0.00359069	2,526		Long / Ricardo
16	Injective	https://atomscan.com/inj16egbwf2kinjective/address/inj16egbwf2k	2,115	INJ	16.43	34,746		Long / Ricardo
19	Kava	https://www.mintscan.io/kava13lyqfahk8m	27,670	KAVA	0.805753	22,295		Long / Ricardo
20	Ki	https://www.mintscan.io/ki-chain/validators/kivaloper1	44,470	XKI	0.01780703	792		Long / Ricardo
21	Konstellation	https://atomscan.com/konstellation/accounts/darc1fnfdtr	159,240	DARC	0.113917	18,140		Long / Ricardo
22	Mars Protocol	https://atomscan.com/mars1rs/	6,822	MARS	0.107898	736		Long
23	Migaloo (WhiteWhale)	https://atomscan.com/migaloo1po/validators/migalooovalop	14,290,733	WHALE	0.02311692	330,358		Long
24	Neutron	https://atomscan.com/neutron1083n	2,065	NTRN	0.741122	1,530		Long
25	Noble	https://www.mintscan.io/noble19034mf2ble/address/noble19034mf2	1	NOBLE		0		Long
26	Nulus	https://atomscan.com/nulus1validator1dyvnm	0	NLS	0.050733	0		Long
27	Omniflix	https://www.mintscan.io/omniflix15ws	75,963	FLIX	0.087698	6,662		Jacobi / Ricardo / Long
29	Passage3D	https://atomscan.com/pasg14pnnd7	64,589	PASG	0.01873667	1,210		Long
30	Persistence	https://www.mintscan.io/persistence/address/persistence	3,555	XPRT	0.255747	909		Long
31	Quasarfi	https://www.mintscan.io/quasar158w93asar/address/quasar158w93asar	51,624	QSR	0.04501288	2,324		Long
32	Quicksilver	https://www.mintscan.io/quicksilver/address/quick1rszvd	44,416	QCK	0.058078	2,580		Long
35	Sommelier	https://www.mintscan.io/sommelier/address/somm1cw0	147	SOMM	0.158856	23		Long
36	Stargaze	https://www.mintscan.io/stargaze/address/stars1v8yp55	631,187	STARS	0.01376189	8,866	Shutting down	Long / Ricardo
37	Stride	https://atomscan.com/stride1address/stride1083svrc4	238	STRIDE	1.77	421		Long
38	Teritor	https://atomscan.com/teritor1accounts/teritor13aa5axxxvug	14	TORI	0.01117724	0		Long
39	Umee	https://www.mintscan.io/umee1dmahot84ee/address/umee1dmahot84ee	259,137	UMEE	0.00433472	1,123		Long / Ricardo
40	Celestia (TIA)	https://www.mintscan.io/celestia1cydg	70,851	TIA	8.92	631,991		Long
41	Coreum	https://www.mintscan.io/coreum/address/core1ngcizyw4	24,433	COREUM	0.110553	2,701		Long
42	Dydx	https://www.mintscan.io/dydx16wgqrnyzlw	4,130	ETHDYDX	3.11	12,844		Long / Ricardo
43	Vidulum	https://atomscan.com/vidulum1maccounts/vd16pu04yauhd	1,590	VDL	0.02372451	38		Long / Ricardo
44	Band	https://www.mintscan.io/band1band19huuyqr8ar	300	BAND	1.49	447	Where is 300 initial bond	Long / Ricardo
45	Likecoin	https://www.mintscan.io/like16dc379m	170,000	LIKE	0.00423495	720	170k Like was extracted	Long / Ricardo
46	Provenance	https://www.mintscan.io/provenance/address/pb10apff9	41,533	HASH	0.0101	419	31859 was extracted	Long / Ricardo
47	Secret	https://www.mintscan.io/secret18chk5exret/address/secret18chk5exret	12,887	SCRT	0.360763	4,649	Unbonding started 10 Nov 2023	Long / Ricardo
48	Terra Classic	https://atomscan.com/terra1cn2ohqs40fz	109	LUNC	0.00025585	0		Long
50	Terra 2	https://www.mintscan.io/terra1a9xxmdm74	116	LUNA	1.17	136		Long
51	Ununifi	https://ununifi1cp82qmgvls	47,108	GUU		0	Unclaimed commission	Long



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Grants/Vesting/Multisig Accounts								
#	Chain name	Address	Total	Unit	Token value - Updated online	Total value	Note	Key Holder
1	ATOM - Cosmos Grant - Cosmos Hub	https://www.mintscan.io/cosmos/address/cosmos145hytr4t0w0hef5e1ja4t4kdwuqkau	120,899	ATOM	9.58	1,158,212	Multisig (4/5)	Jacob, Khanh Nguyen, Long, Sam, Vuong
2	Evmos Encode Grant	https://www.mintscan.io/evmos/accounts/evmos1a9c8ewu7zg7648wbech8du5ewdu	108,021	EVM	0.086113	9,302	Multisig	N/A
3	PICA Multisig	https://www.mintscan.io/picassochubscan.id/account/5uctt02Qm1u61tG8XnsW03fbjeF07w4Mhuw4DMywul	93,478,261	PICA	0.001301	121,633	Multisig (5/8)	Du Nguyen, Jeffrey, Khanh Nguyen, Long, Ricardo, Sơn Trinh, Anh Tuấn, Vuong Nguyen
4	Quicksilver Multisig 1	https://www.mintscan.io/quicksilver/address/quick1a7n7	586,797	QCK	0.05808	34,080	Multisig (4/7)	Jeffrey, Jacob, Khanh Nguyen, Long, Ricardo, Anh Tuấn, Vuong Nguyen
5	Quicksilver Multisig 2	https://www.mintscan.io/quicksilver/address/quick1rszdru/account/migaloo1jga5e8	719,215	QCK	0.05808	41,771	Multisig (3/7)	Jeffrey, Jacob, Khanh Nguyen, Long, Ricardo, Anh Tuấn, Vuong Nguyen
6	WhiteWhale Vesting	https://www.mintscan.io/whitewhalevesting/account/migaloo1jga5e8	23,296,482	WHALE	0.02311692	536,543	Multisig (4/6)	Du, Jacob, Khanh, Long, Son, Vuong
7	LSM Switch	https://www.mintscan.io/cosmos/accounts/cosmos1vp0dcor040ln5e7a5ew77abne24	732	ATOM	9.58	7,013	NA	
Total						\$1,910,553		

- Cosmos seeds
- Celestia seeds
- Ethereum seeds
- Polka dot seeds
- Seeds related to bridges
- Seeds related to relay
- Multisig seeds for the below:
 - Atom
 - White Whale
- Any asset generated or provided during the course of your employment at Notional.

There is 30 days for Unbonding Time, and transferring assets to new addresses; and longer time for several vesting addresses. During this time, [Former Employee] will not use the keys to transfer assets.

These shall be verified by a representative from Notional, who will attend a handover meeting with You.

You attest and swear all seed phrases, keys, and assets returned represent 100% of all keys, seed phrases, and assets. Failure to return all such seed phrases, keys, and assets may result in serious consequences for You..

Additionally, You must return 100% of priv-validator.json files used in the course of his employment at Notional, including:



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- Every single private validator key used in the course of, or in relation to, Your work at Notional
- Any other private keys to wallets funded by Notional cryptographic assets.



Annex B

Testament of Return of Company Assets and Property:

This Testament hereby affirms that [Former Employee's Name], henceforth referred to as the 'Former Employee', has returned certain assets and properties to Notional, henceforth referred to as the 'Company', which were inadvertently retained following the Former Employee's resignation from the Company.

The assets and properties returned are detailed in Annex A, attached hereto, which includes an exhaustive inventory of the items and actions performed during the handover procedure.

Acknowledgment of Receipt: The Company hereby acknowledges the receipt of all items listed in Annex A from the Former Employee.

Condition of Returned Assets: The Company confirms that upon inspection, the assets and properties were found to be in satisfactory condition, as per the criteria outlined in the handover procedure.

Witnesses to Handover: This Testament has been executed in the presence of duly appointed representatives and attorneys for both the Former Employee and the Company, who witness and attest to the completion of the handover procedure in accordance with the agreed terms.

Binding Agreement: This Testament is an integral part of the binding agreement between the Former Employee and the Company titled "Notional Property & Assets Handover Procedures & Agreement".

IN WITNESS WHEREOF, the parties have executed this Testament on [date].

[Former Employee's Name]
Former Employee

[Company Representative's Name]
Title: [Company Representative's Title]



NOTIONAL

[Company Name]

Witnessed by:

[Attorney's Name for Former Employee]

Title: Attorney at Law

[Attorney's Name for Company]

Title: Attorney at Law

Annex A: Inventory of Returned Assets and Properties

[Detailed Inventory List]

[End of Document]



Annex C

Preliminary Acknowledgement

[date]

Subject: Preliminary Acknowledgement of Inadvertent Possession of Notional Property and Assets

We appreciate your cooperation today in taking a substantial step forward in resolving this matter efficiently and ethically. Notional is committed to ensuring a mutually agreeable and comprehensive conclusion to your inadvertent retention of company property.

This letter serves as a preliminary acknowledgment by Notional regarding your current possession of company property, which has come to our attention as a result of an incomplete offboarding process following your recent departure from our organization.

We recognize that the retention of specific company assets in your possession was unintentional. Accordingly, it is not the stance of Notional to regard this situation as misappropriation or theft, provided that all transfers of assets and properties belonging to Notional are returned, or the return of these assets and properties are initiated, by [date]. A Testament and Final Offboarding Confirmation will be issued to You following the completion of handover (please refer to Annex A for details on the list of assets that will require more time to complete handover).

Release and Indemnification: Upon the successful completion of all transfers of company assets and property, Notional will provide you with a formal release, indemnifying you from any claims of theft or misappropriation related to the inadvertently retained property.

[Former Employee's Name]

Former Employee



NOTIONAL

[Company Representative's Name]

Title: [Company Representative's Title]

[Company Name]

Witnessed by:

[Attorney's Name for Former Employee]

Title: Attorney at Law

[Attorney's Name for Company]

Title: Attorney at Law

[Detailed Inventory List]

[End of Document]