

Block Pilot Ltd

14 Trinity House – Victoria, Mahé – Seychelles

Smart-Wallet Asset-Management Agreement

(*General Terms & Conditions of Service*)

Effective date: 20 January 2026

1.1 PARTIES & ACCEPTANCE

1.1 This Agreement (the “Agreement”) is entered into between Block Pilot Ltd, a company incorporated in the Republic of Seychelles (“Block Pilot”, “we”, “us”, “Manager”), and the individual or legal entity that clicks “Accept”, signs, or otherwise uses the Service (“Client”, “you”).

1.2 By accepting this Agreement or using the Service, you confirm that you have read, understood, and agree to be bound by these terms.

2. DEFINITIONS

Term	Meaning
SAFE / Smart Wallet:	A Gnosis Safe (or compatible fork) multi-signature smart-contract wallet deployed on a supported blockchain, dedicated to the Client.
Start Date	In SAFE Mode, the date on which the Client’s SAFE is configured and Block Pilot’s signing authority is enabled under this Agreement. In Managed Wallet (Key Custody) Mode, the date on which the Managed Wallet is created/activated for the Service and Block Pilot’s operational authority is enabled (as documented at onboarding).
Signer	A wallet address configured as an authorized signer of the SAFE.
Client Signer	Any signer controlled by the Client (and any additional signers the Client may add, e.g., a lawyer, notary, or family member).

Block Pilot Signer	The signer controlled by Block Pilot used to operate the mandate. Current Block Pilot Signer: 0x41684720C057237CE49aF297A3387dBcd0A318Fa.
Threshold	The number of signatures required by the SAFE to execute a transaction.
Service Mode	Service Mode means either (A) Non-Custodial SAFE Mode or (B) Managed Wallet (Key Custody) Mode, as elected by the Client and documented at onboarding.
Non-Custodial SAFE Mode	A non-custodial configuration where the Client's assets are held in a dedicated SAFE with at least one Client Signer and the Block Pilot Signer, subject to the restrictions and controls described in this Agreement.
SAFE Mode	Means the Non-Custodial SAFE Mode.
Managed Wallet / Managed EOA Wallet	A non-SAFE wallet address (EOA) used for the Service where the private key/seed phrase is generated and held by Block Pilot on behalf of the Client under Managed Wallet (Key Custody) Mode.
Managed Wallet (Key Custody) Mode	Means the Managed Wallet (Key Custody) Mode.
Key Custody / Key-Holding	The arrangement in Managed Wallet (Key Custody) Mode under which Block Pilot holds, stores, and secures the private key/seed phrase of the Managed Wallet.

Registered Email Address	The email address provided by the Client at onboarding for contractual notices and Withdrawal Instructions, as may be updated only by written request subject to reasonable verification and a security delay.
Withdrawal Instruction	A written instruction from the Client (email from the Client's registered email address is sufficient) requesting a withdrawal, a destination address, and the asset/amount.
Authorized Withdrawal Address	Up to two (2) destination addresses designated by the Client in writing for withdrawals and Key Handover in Managed Wallet (Key Custody) Mode.
Key Handover	The delivery to the Client of control over the Managed Wallet, either by (i) transferring all assets to an address designated by the Client, and/or (ii) providing the private key/seed phrase to the Client, as requested by the Client, subject to Section 8 (Termination) and settlement of accrued Fees.
EOA	Externally Owned Account (a standard wallet address with no code).
Custodial Endpoint	Any address (EOA or Contract Address) that results in assets being credited, controlled, or withdrawable through an off-chain account or centralized service (including exchanges, brokers, custodians, OTC desks, payment providers), including any deposit address or smart-contract deposit router associated with such services.
Custodial External Transfer	Any transaction that sends value or tokens from the SAFE or the Managed Wallet (as applicable) to a Custodial Endpoint, as reasonably determined by Block Pilot acting in good faith based on publicly available information and/or the service's own disclosures (including documentation, terms, or deposit address labeling).

Block Pilot Controlled Address	Any EOA or Contract Address that is directly or indirectly controlled by Block Pilot (or its affiliates), including any smart contract deployed by Block Pilot, or any address where Block Pilot can unilaterally move or redirect assets.
Contract Address	A smart contract address (non-EOA) with on-chain bytecode.
Guard	A smart-contract component configured on the SAFE to restrict certain transactions. The standard setup may include a guard that restricts transfers to EOAs unless the SAFE Threshold is at least 2.
Internal Transaction	Any on-chain action executed from the SAFE that (i) interacts with smart contracts for strategy execution (e.g., swaps, lending, staking, liquidity provision, vault deposits, or bridging through smart contracts), and/or (ii) remains within the SAFE context and approved strategy operations. For clarity, Internal Transactions exclude any (a) EOA External Transfer, (b) Custodial External Transfer, and (c) transfer to a Block Pilot Controlled Address (except Fee Settlement Transactions).
Strategy-related transaction	Strategy-related Transactions means any on-chain action executed from the SAFE or the Managed Wallet (as applicable) to implement the agreed strategy, including token approvals, swaps, lending, staking, liquidity provision, vault deposits, withdrawals from protocols, bridging through smart contracts, and other interactions with Contract Addresses. For clarity, Strategy-related Transactions exclude (a) any EOA External Transfer, (b) any Custodial External Transfer, and (c) any transfer to a Block Pilot Controlled Address (except Fee Settlement Transactions).
EOA External Transfer	Any transaction that sends value or tokens from the SAFE or the Managed Wallet (as applicable) directly to an EOA address, excluding any Custodial Endpoint.
Client-Directed	Any transaction initiated or signed by the Client (or a third party acting on the Client's behalf) that changes the asset mix, risk profile, or configuration of the SAFE, including swaps, deposits/withdrawals,

Transacti on	borrowings, signer changes, Threshold changes, Guard changes, and module changes.
Rolling Quarter	A period of three (3) months calculated per Client, starting on the Start Date and renewing on each three-month anniversary.
NAV	Net Asset Value, the USD value of all assets held by the SAFE or the Managed Wallet (as applicable) (including assets deployed in smart contracts and claimable rewards) minus on-chain liabilities (e.g., borrowings and accrued interest), valued at 23:59 UTC on the last day of the applicable period.
Oracle of Truth	Oracle of Truth means the valuation process used to determine NAV. Primary source: DeBank portfolio valuation for the SAFE or the Managed Wallet (as applicable). If DeBank is unavailable, incomplete, or manifestly erroneous for a material asset or position (including missing positions, incorrect token decimals, stale or clearly abnormal prices, or obvious mispricing versus widely-used public references), Block Pilot may apply reasonable fallback sources such as CoinGecko 24h VWAP and/or other publicly available references to correct such error.
BNAV (Baseline NAV)	The NAV reference recorded immediately after the most recent Success/Performance Fee under the applicable mandate has been settled (or, if no such fee has been settled yet, the NAV on the Start Date). BNAV ensures the Client is not charged twice for the same net profit
Fees	Any Management Fee, Performance Fee, Stable-Only Management Fee, or Stable-Only Success Fee due under this Agreement.
Fee Collector SAFE	The whitelisted destination SAFE for fee settlement. Current Fee Collector SAFE: 0xD1D7F129F662De2dCFEADb2ac19860fC9c0AaafD.
Fee Settlemen t	A transaction (in SAFE Mode) or transfer (in Managed Wallet (Key Custody) Mode) executed for the sole purpose of settling Fees to the Fee Collector SAFE (or other fee destination expressly agreed in

Transacti on	writing as an amendment), in an amount strictly limited to Fees due under this Agreement.
Effective Terminati on Date (ETD)	The effective date of termination as defined in Section 8.3.

3.Nature of the Service

3.1 Service modes. The Service is provided under one of two Service Modes: (i) SAFE Mode (Non-Custodial), or (ii) Managed Wallet (Key Custody) Mode, as elected by the Client. In SAFE Mode, assets remain held in the Client's dedicated SAFE. In Managed Wallet (Key Custody) Mode, assets are held in a Managed Wallet and Block Pilot stores the key material for operational purposes. The Client may request to switch Service Mode subject to operational feasibility, network costs, and settlement of accrued Fees.

3.2 No promise of "client-only immediate withdrawal." Because the SAFE may be configured with a Guard and a Threshold optimized for on-chain agility, certain withdrawals (notably EOA External Transfers) may require dual approval (2 signatures) or a configuration change before execution. This is a security/UX trade-off explicitly accepted by the Client. Section 3.2 applies to SAFE Mode.

4. SAFE CONFIGURATION, AUTHORITY & RESTRICTIONS

Sections 4.1 to 4.6 apply to SAFE Mode only. Section 4.7 and following apply to Managed Wallet (Key Custody) Mode.

4.1 Standard configuration (agility). In the standard setup, the SAFE is configured with at least one Client Signer and the Block Pilot Signer. The Threshold may be set to 1 signature to allow efficient on-chain strategy execution, subject to the Guard-based restrictions and contractual limits described in this Agreement.

4.1bis Client acknowledgement (1-signature agility). Where the SAFE Threshold is set to 1, the Client acknowledges that the Block Pilot Signer may execute Internal Transactions unilaterally, including token approvals, swaps, deposits, withdrawals from protocols, bridging through smart contracts, and other interactions with Contract Addresses. Such actions may result in losses.

4.2 Guard-based restriction on EOA External Transfers. The SAFE may be configured with a Guard designed to restrict or prevent direct transfers to EOAs unless the SAFE Threshold is at least 2. In such case, EOA External Transfers require dual approval (2 signatures) and cannot be executed unilaterally by Block Pilot under the standard setup.

4.2bis Clarification on restrictions. The Guard is designed to restrict direct transfers to EOAs.

It may not restrict transfers to certain Contract Addresses, including third-party deposit addresses that may function as custodial or exchange deposit endpoints. The Client acknowledges that the restriction is configuration-based and not an absolute guarantee against all forms of external transfers. Notwithstanding the technical scope of any Guard, the contractual restrictions in Sections 4.2ter, 4.2quinquies, and 4.2quater shall apply and prevail even if a transfer could be technically executed under the SAFE configuration.

4.2ter Restriction on Custodial External Transfers. Block Pilot shall not execute any Custodial External Transfer unless (i) the Client has provided a prior written instruction (email is sufficient), and (ii) the SAFE transaction is executed under a dual-approval process requiring at least two (2) signatures (including a Client Signer).

4.2quinquies Restriction on EOA External Transfers. Block Pilot shall not execute any EOA External Transfer unless (i) the Client has provided a prior written instruction (email is sufficient), and (ii) the SAFE transaction is executed under a dual-approval process requiring at least two (2) signatures (including a Client Signer).

4.2quater Restriction on transfers to Block Pilot Controlled Addresses. Block Pilot shall not execute any transaction that transfers assets from the Client's SAFE to any Block Pilot Controlled Address, except (a) Fee Settlement Transactions to the Fee Collector SAFE strictly limited to Fees due, or (b) where the Client has provided a prior written instruction (email is sufficient) and the transaction is executed under a dual-approval process requiring at least two (2) signatures (including a Client Signer).

4.3 Scope of authority. Subject to this Agreement, Block Pilot is authorized to execute Internal Transactions without additional per-transaction approval from the Client, in order to implement the Client's agreed strategy.

4.4 Prohibited governance actions by Block Pilot (contractual lock). Regardless of what may be technically possible under a given Threshold, Block Pilot shall not, without the Client's prior written instruction:

- (a)** add, remove, or replace any Signer;
- (b)** change the SAFE Threshold;
- (c)** set, remove, or change any Guard;
- (d)** enable, disable, or change SAFE modules;
- (e)** change any configuration that affects withdrawal controls.

Any breach of this clause constitutes a material breach. For the avoidance of doubt, the restrictions in Sections 4.2ter, 4.2quinquies, 4.2quater, and 4.4 are contractual prohibitions that apply irrespective of what may be technically possible on-chain.

4.5 No protocol whitelist by default. The Service does not rely on a fixed allowlist of protocols, to preserve agility. The Client acknowledges that this increases reliance on Block

Pilot's discretion and accepts the corresponding smart-contract and operational risks described in this Agreement.

4.6 Emergency Recovery ; No Lock-in. The Client acknowledges that they retain ultimate control of the SAFE and may, at any time, remove Block Pilot as a signer, change the SAFE configuration (including removing the Guard), and/or terminate the Service unilaterally. Block Pilot provides an "Emergency Recovery Kit" document to the Client upon onboarding for informational purposes. In an emergency event where Block Pilot is unreachable, the Client is responsible for executing any recovery actions and for securing their keys and devices. Any such recovery actions are Client-Directed Transactions under Section 7.

4.7 Managed Wallet (Key Custody) Mode — election, authority, withdrawals and prohibitions.

- (a) **Election.** Managed Wallet (Key Custody) Mode applies only if expressly elected by the Client (email confirmation is sufficient) and documented at onboarding (including the Managed Wallet address). If not elected, the default mode is SAFE Mode. Managed Wallet (Key Custody) Mode may be elected regardless of the Client's NAV, subject to Block Pilot's acceptance, operational feasibility, and any additional verification steps.
- (b) **Authority.** In Managed Wallet (Key Custody) Mode, the Client authorizes Block Pilot to execute Strategy-related Transactions from the Managed Wallet (including token approvals, swaps, deposits/withdrawals into decentralized protocols, bridging via smart contracts, and other strategy actions). The Client acknowledges that SAFE Threshold/Guard protections do not apply in this mode and that Block Pilot may execute Strategy-related Transactions unilaterally within the scope of this Agreement.
- (c) **Withdrawal control (whitelist).** Except for fee transfers strictly limited to Fees due under Section 6.5 (Fee settlement), Block Pilot shall not execute any withdrawal, transfer, or transaction economically equivalent to a withdrawal (including transfers to Custodial Endpoints) unless: (i) Block Pilot has received a Withdrawal Instruction from the Client (email from the Registered Email Address is sufficient); and (ii) the destination is an Authorized Withdrawal Address.
- (d) **Changes to Authorized Withdrawal Addresses; verification; delay.** The Client may update Authorized Withdrawal Addresses by written instruction from the Registered Email Address. Block Pilot may apply reasonable verification steps and a minimum security delay of twenty-four (24) hours before executing (i) any change, or (ii) any first-time withdrawal to a newly added Authorized Withdrawal Address. Verification steps may include a live call/video call, confirmation via a secondary channel, knowledge-based questions, and/or additional delay. For avoidance of doubt, such checks do not replace the written instruction requirement.
- (e) **Prohibition on Block Pilot benefit.** Block Pilot shall not transfer assets from the Managed Wallet to any Block Pilot Controlled Address, except (i) transfers strictly limited to Fees due to the Fee Collector SAFE, or (ii) pursuant to the Client's prior written instruction from the Registered Email Address.

4.8 Key security; no guarantee.

Block Pilot will take reasonable measures to store and protect keys in Managed Wallet (Key Custody) Mode (e.g., encrypted storage, access controls, operational separation). The Client acknowledges that

Key Custody introduces specific risks, including operational failure, loss or compromise of keys, and reliance on Block Pilot's availability. Block Pilot does not guarantee that loss will not occur.

4.9 Client transparency.

In Managed Wallet (Key Custody) Mode, the Client may be provided with the Managed Wallet public address and may use third-party dashboards in watch-only mode. The Client acknowledges that watch-only visibility does not confer transaction authority.

5.REPORTING, DASHBOARDS & SUPPORT

5.1 Real-time transparency. The Client can view the SAFE and positions via third-party dashboards compatible with the SAFE (e.g., DeBank, Zerion). Such dashboards are provided by third parties; we do not control their uptime or accuracy.

5.2 Periodic statement. Within five (5) business days after each Rolling Quarter (or after an Effective Termination Date), Block Pilot provides a PDF statement summarizing: opening value, closing value, NAV methodology (Oracle of Truth), Fees due, Fees settled, and the updated BNAV.

5.3 Support. Business days 09:00–18:00 CET via support@blockpilot.capital and the following official Telegram handles only: @ToniRangers and @zerodge. Any other account is an impersonation. Block Pilot will never ask you to share seed phrases, private keys, recovery codes, or to send funds to any address via Telegram. Official support channels may also be listed on blockpilot.capital. Any channel not listed there or in this Agreement is not official.

In case of conflict between Telegram, website content, and email, an email sent from support@blockpilot.capital shall prevail for identifying official channels. Any change of official support handles shall be notified by email from support@blockpilot.capital.

5.4 Contractual notices under this Agreement must be sent by email to the Client's registered email address and to support@blockpilot.capital. Telegram is provided for operational support only and does not constitute a formal notice channel.

6.FEES & BILLING

6.1 Fee options

(A) Standard Mandate (Volatile/Mixed)

Management Fee: 0.50% of NAV per Rolling Quarter.

Performance Fee: 4.00% of Net Profit above BNAV, calculated after the Management Fee.

(B) Stable-Only Mandate (Stablecoin yield focus)

The Stable-Only Mandate: Stable-Only Management Fee = $NAV \times 0.25\%$ (per Rolling Quarter), billed at the end of each Rolling Quarter. Stable-Only Success Fee = $Profit \times 2.50\%$ (High Water Mark), billed at the end of each Rolling Quarter after deduction of the Stable-Only Management Fee.

6.2 NAV is determined pursuant to the Oracle of Truth definition in Section 2 (Definitions).

6.3 Standard Mandate calculations

Step 1: Management Fee

$$\text{Management Fee} = \text{NAV} \times 0.50\%$$

Step 2: NAV after Management Fee

$$\text{NAV_after_mgmt} = \text{NAV} - \text{Management Fee}$$

Step 3: Profit vs BNAV

$$\text{Profit} = \text{NAV_after_mgmt} - \text{BNAV}$$

If Profit ≤ 0 : Performance Fee = 0 and BNAV remains unchanged.

If Profit > 0 :

$$\text{Performance Fee} = \text{Profit} \times 4.00\%$$

$$\text{BNAV_new} = \text{NAV_after_mgmt} - \text{Performance Fee}$$

After fee settlement, BNAV is updated to BNAV_new.

No clawback: Fees already paid are not clawed back in later negative periods. Performance Fees are only charged on “new profit” above the current BNAV.

6.4 Stable-Only Mandate calculation

In consideration for the Services, the Client agrees to pay the Service Provider: (i) a Stable-Only Management Fee equal to 0.25% of the NAV (per Rolling Quarter), and (ii) a Stable-Only Success Fee equal to 2.50% of the Profit, subject to the High Water Mark (HWM) principle.

Where:

$$\text{Stable-Only Management Fee} = \text{NAV} \times 0.25\%$$

$$\text{NAV_after_stable_mgmt} = \text{NAV} - \text{Stable-Only Management Fee}$$

$$\text{Profit} = \max(\text{NAV_after_stable_mgmt} - \text{BNAV}, 0)$$

$$\text{Stable-Only Success Fee} = \text{Profit} \times 2.50\%$$

If Profit = 0: Stable-Only Success Fee = 0 and BNAV remains unchanged.

If Profit > 0 : BNAV_new = NAV_after_stable_mgmt – Stable-Only Success Fee. After fee settlement, BNAV is updated to BNAV_new. No clawback applies.

Fees are calculated and billed at the end of each Rolling Quarter. The Stable-Only Success Fee is billed after deduction of the Stable-Only Management Fee.

6.5 Fee settlement mechanism (minimum friction). Fees are settled on-chain to the Fee Collector SAFE. In SAFE Mode, settlement occurs via Fee Settlement Transactions. In Managed Wallet (Key Custody) Mode, settlement occurs via transfers from the Managed Wallet strictly limited to Fees due.

6.5.1 SAFE Mode. Fees are settled on-chain via Fee Settlement Transactions to the Fee Collector SAFE:

Fee Collector SAFE: 0xD1D7F129F662De2dCFEADb2ac19860fC9c0AaafD.

6.5.1bis Managed Wallet (Key Custody) Mode. Fees are settled via transfers from the Managed Wallet to the Fee Collector SAFE strictly limited to Fees due:

Fee Collector SAFE: 0xD1D7F129F662De2dCFEADb2ac19860fC9c0AaafD.

6.5.2 Amount limitation. Any Fee Settlement Transaction (SAFE Mode) or fee transfer (Managed Wallet Mode) must be strictly limited to the amount of Fees due under this Agreement for the applicable period (including any pro-rata fees upon termination).

6.5.3 Funding fees (SAFE Mode). If the SAFE does not hold sufficient balance in a suitable asset to settle Fees, Block Pilot may execute Internal Transactions (e.g., swaps via smart contracts) to obtain sufficient funds to settle Fees, provided such actions are solely for fee settlement and remain consistent with the agreed strategy and risk profile and the associated costs are treated as network and execution costs under Section 6.8.

6.5.3bis Funding fees (Managed Wallet Mode). If the Managed Wallet does not hold sufficient balance in a suitable asset to settle Fees, Block Pilot may execute Strategy-related Transactions (including swaps via smart contracts) to obtain sufficient funds to settle Fees, provided such actions are solely for fee settlement and remain consistent with the agreed strategy and risk profile, and the associated costs are treated as network and execution costs under Section 6.8.

6.5.4 No other external recipient (fee settlement and withdrawals).

(a) SAFE Mode. Outside of Internal Transactions executed for strategy purposes, Block Pilot is not authorized to execute (i) any EOA External Transfer, (ii) any Custodial External Transfer, or (iii) any transfer to a Block Pilot Controlled Address, except as expressly permitted under this Agreement (including Fee Settlement Transactions to the Fee Collector SAFE) and/or a Client-written instruction executed under a dual-approval process requiring at least two (2) signatures (including a Client Signer) where applicable.

(b) Managed Wallet (Key Custody) Mode. Outside of Strategy-related Transactions and fee settlement strictly limited to Fees due, Block Pilot shall not execute any transfer or withdrawal except in accordance with Section 4.7(c)–(d) (Withdrawal Instruction + Authorized Withdrawal Address + verification/delay), and shall not transfer assets to any Block Pilot Controlled Address except as permitted under Section 4.7(e).

6.5.5 Allowances & execution. For fee settlement operations, Block Pilot shall not grant unlimited token allowances solely for fee settlement and shall use reasonable measures to limit slippage and execution risk when performing swaps from the SAFE or Managed Wallet (as applicable) to obtain suitable assets for Fees.

6.6 Fee Disputes; Finality. The Client must notify any dispute relating to NAV, BNAV, or Fees within seven (7) calendar days of receipt of the PDF statement (or, for termination, within seven (7) days of

the Effective Termination Date statement). Absent such notice, the statement and the corresponding Fee Settlement Transaction(s) shall be deemed accepted. In case of a manifest error (including a material pricing or position omission), Block Pilot may correct the calculation and, if applicable, execute a correcting Fee Settlement Transaction (positive or negative) consistent with this Agreement.

For the purposes of this Section, “receipt” means the time the statement is sent to the Client’s registered email address.

6.7 Fee denomination; payment asset; conversion. Fees are calculated in USD. Fees may be settled in any digital asset held by the SAFE or the Managed Wallet (as applicable) (including stablecoins or other tokens), as determined by Block Pilot acting reasonably for operational efficiency. Where conversion is required, Block Pilot may execute Strategy-related Transactions to obtain a suitable payment asset. The USD amount of Fees shall be converted into the payment asset using (i) the Oracle of Truth and/or (ii) the effective on-chain execution price of the swap(s) used for settlement, as reflected by the relevant transaction hash(es). In case of discrepancy, the on-chain execution price shall prevail for the swapped portion. Block Pilot shall act reasonably and in good faith to minimize execution impact and avoid materially unfavorable slippage when selecting the settlement asset and executing any required conversion.

6.8 All network fees (gas), bridge fees, protocol fees, and execution costs (including slippage) arising from Strategy-related Transactions are borne by the SAFE or the Managed Wallet (as applicable), reduce NAV, and are not reimbursable. Block Pilot may, in the future, introduce separate service charges relating to operational costs (including gas management), but only pursuant to an express written amendment or addendum accepted by the Client in accordance with Section 15 (Amendments).

7.CLIENT-DIRECTED TRANSACTIONS (PAUSE & LIABILITY)

7.1 Automatic pause. A Client-Directed Transaction suspends Block Pilot’s discretionary mandate from the time it is mined on-chain.

7.2 No liability during suspension. Block Pilot bears no liability for any loss, gas cost, liquidation, adverse performance, or opportunity cost attributable to the Client-Directed Transaction or the suspension period.

7.3 Resume only by clear agreement. The mandate resumes only after written confirmation between the parties (email or other durable medium) confirming the new strategy/state.

8.TERMINATION & FINAL SETTLEMENT

8.1 Termination by the Client. The Client may terminate at any time by (i) written notice and/or (ii) removing or revoking Block Pilot’s signing authority in the SAFE configuration, subject to settlement of accrued Fees. In Managed Wallet (Key Custody) Mode, termination is effected by written notice to support@blockpilot.capital, subject to settlement of accrued Fees and Key Handover under Section

8.8.

8.2 Termination by Block Pilot. Block Pilot may terminate upon legal compulsion, material breach by the Client, or risk management reasons with reasonable notice, except where immediate termination is required by law.

8.3 Effective Termination Date (ETD). Termination becomes effective on the date specified by the terminating party. If no date is specified: (i) in SAFE Mode, the ETD is the date the Block Pilot Signer is removed; (ii) in Managed Wallet (Key Custody) Mode, the ETD is the date Block Pilot receives the Client's termination notice at support@blockpilot.capital.

8.4 Final fees and final statement. The final statement and final fee settlement include, as applicable under the Client's elected mandate:

(a) Standard Mandate (Volatile/Mixed). (i) pro-rata Management Fees accrued since the last billing date up to the Effective Termination Date (ETD); and (ii) the Performance Fee, if any, calculated under the High Water Mark / BNAV principle as of ETD and billed after deduction of the pro-rata Management Fee. The pro-rata Management Fee is calculated for the fraction of the current Rolling Quarter elapsed up to ETD:

$$\text{Pro-rata Management Fee} = \text{NAV} \times 0.50\% \times (\text{Elapsed days in the current Rolling Quarter} / \text{Total days in the current Rolling Quarter}).$$

The Performance Fee, if any, is calculated as of ETD on Profit, where:

$$\text{NAV_after_mgmt} = \text{NAV} - \text{Pro-rata Management Fee}$$

$$\text{Profit} = \max(\text{NAV_after_mgmt} - \text{BNAV}, 0)$$

$$\text{Performance Fee} = \text{Profit} \times 4.00\%$$

If Profit > 0: $\text{BNAV_new} = \text{NAV_after_mgmt} - \text{Performance Fee}$. After fee settlement, BNAV is updated to BNAV_new. No clawback applies.

(b) Stable-Only Mandate (Stablecoin yield focus). (i) pro-rata Stable-Only Management Fees accrued since the last billing date up to the Effective Termination Date (ETD); and (ii) the Stable-Only Success Fee, if any, calculated under the High Water Mark / BNAV principle as of ETD and billed after deduction of the pro-rata Stable-Only Management Fee. The pro-rata Stable-Only Management Fee is calculated for the fraction of the current Rolling Quarter elapsed up to ETD:

$$\text{Pro-rata Stable-Only Management Fee} = \text{NAV} \times 0.25\% \times (\text{Elapsed days in the current Rolling Quarter} / \text{Total days in the current Rolling Quarter}).$$

The Stable-Only Success Fee, if any, is calculated as of ETD on Profit, where:

$$\text{NAV_after_stable_mgmt} = \text{NAV} - \text{Pro-rata Stable-Only Management Fee}$$

$$\text{Profit} = \max(\text{NAV_after_stable_mgmt} - \text{BNAV}, 0)$$

$$\text{Stable-Only Success Fee} = \text{Profit} \times 2.50\%$$

If Profit > 0: BNAV_new = NAV_after_stable_mgmt – Stable-Only Success Fee. After fee settlement, BNAV is updated to BNAV_new. No clawback applies.

For avoidance of doubt, the final fees are settled in accordance with Section 6.5 and are strictly limited to Fees due under this Agreement.

8.5 Authorization to settle final fees. The Client expressly authorizes the settlement of accrued final Fees (i) via a Fee Settlement Transaction to the Fee Collector SAFE in SAFE Mode, or (ii) via a fee transfer from the Managed Wallet to the Fee Collector SAFE in Managed Wallet (Key Custody) Mode, in each case prior to or in connection with termination and/or Key Handover.

8.6 Cooperation. Upon the Client's written request to terminate or to execute an EOA External Transfer requiring dual approval, Block Pilot shall reasonably cooperate and, where its signature is required, sign the necessary SAFE transaction(s) within five (5) business days, provided that accrued Fees have been settled (or are simultaneously settled under this Agreement) and that no legal restriction prevents such cooperation and that the request is not abusive, fraudulent, or reasonably suspected to be linked to prohibited activity.

8.7 Survival. Termination does not affect clauses that by nature survive, including Fees, Risk, Liability, Compliance, Privacy, Confidentiality, and Dispute Resolution.

8.8 Managed Wallet (Key Custody) Mode — Key Handover on termination or on request.

Upon termination (or upon the Client's written request) in Managed Wallet (Key Custody) Mode, and subject to settlement of accrued Fees, Block Pilot shall perform Key Handover as follows:

- (i) Default method: transfer of all remaining assets to an Authorized Withdrawal Address (or to another address expressly agreed in writing).
- (ii) Seed/key disclosure: Block Pilot will disclose the Managed Wallet private key/seed phrase only upon the Client's explicit written request acknowledging the associated risks.

Block Pilot will use reasonable efforts to complete Key Handover within five (5) business days after the Effective Termination Date (or after receipt of the Client's valid request).

8.9 Emergency / unreachability.

If Block Pilot is unresponsive, the Client acknowledges that the primary recovery path in Non-Custodial SAFE Mode is Client-led reconfiguration/removal of Block Pilot's signing authority and/or Guard settings, and in Managed Wallet (Key Custody) Mode the Client may not be able to act without Key Handover. Block Pilot may provide an Emergency Recovery Kit for informational purposes; such kit does not modify the allocation of responsibility under this Agreement.

9. AIRDROPS, FORKS & INCENTIVES

All airdrops, forks, protocol incentives, and rewards attributable to assets held by the SAFE belong to the Client. They are included in NAV. Block Pilot may decide, within the mandate, whether to claim, hold, swap or dispose of such assets, provided that proceeds remain in the SAFE as managed assets and no transfer is made outside the SAFE except as part of strategy execution or fee settlement under this Agreement.

10.RISK DISCLOSURES

10.1 No guarantee. Block Pilot acts on a best-efforts basis and does not guarantee any return or performance.

10.2 Smart-contract and protocol risk. The Client acknowledges risks including exploits, oracle failures, governance attacks, depegs, bridge failures, and total loss.

10.3 Configuration risk (1-signature agility). The Client acknowledges that a 1-signature Threshold improves UX/agility but increases reliance on Block Pilot's discretion and operational security. The Client accepts this trade-off.

10.4 Wallet security. The Client is responsible for securing devices, keys, seed phrases, and any additional signers.

11.LIMITATION OF LIABILITY

11.1 Indirect damages excluded. Block Pilot is not liable for indirect, special, incidental, or consequential damages.

11.2 Third-party failures excluded. Block Pilot is not liable for third-party protocol hacks, smart-contract bugs, stablecoin depegs, bridge exploits, or dashboard valuation errors, except to the extent caused by Block Pilot's gross negligence or wilful misconduct.

11.3 Liability cap. To the maximum extent permitted by law, Block Pilot's aggregate liability is limited to the Management Fees (or Stable-Only Fees) actually paid by the Client during the twelve (12) months preceding the claim, except in cases of proven fraud, gross negligence, or wilful misconduct.

12.CLIENT REPRESENTATIONS; COMPLIANCE; TAXES

12.1 Lawful ownership. The Client represents that assets deposited into the SAFE are lawfully owned and not derived from prohibited activity. The Client further represents that neither the Client nor any beneficial owner is a sanctioned person, and that the Client is not located in, resident of, or acting on behalf of any jurisdiction subject to comprehensive sanctions or prohibitions under applicable law.

12.2 Sanctions/AML. Block Pilot does not perform full KYC as a standard onboarding step. However, Block Pilot may request information and/or perform sanctions or compliance screening where required by applicable law, by service providers/partners, or for risk management purposes, and may refuse, suspend, or terminate the mandate if such information is not provided or if required by law. In Managed Wallet (Key Custody) Mode, Block Pilot may require additional information and verification steps prior to onboarding, withdrawals, or Mode switches, including to reduce fraud/impersonation and to comply with applicable legal or partner requirements.

12.3 Taxes. The Client is solely responsible for determining, declaring, and paying any taxes, duties, or charges applicable in their jurisdiction (including capital gains, income tax, VAT, wealth taxes, and any reporting obligations). Block Pilot does not provide tax, legal, or accounting advice. Any information, statements, or data we provide are for informational and operational purposes only. The Client agrees to indemnify and hold harmless Block Pilot from any tax-related claim, assessment, penalty, or liability arising from the Client's activities, except to the extent caused by Block Pilot's proven fraud or wilful misconduct. Block Pilot may comply with lawful requests from competent authorities and may disclose information where required by applicable law, court order, arbitration, or dispute resolution.

13. PRIVACY & DATA

13.1 Minimal data. Block Pilot stores only what is necessary to operate the Service, including (i) the Client's email address and (ii) public addresses related to the SAFE and signers. In Managed Wallet (Key Custody) Mode, Block Pilot may additionally store operational verification data strictly necessary to process Withdrawal Instructions and prevent impersonation/fraud (e.g., designated Authorized Withdrawal Addresses and verification notes).

13.2 No sale of data. We do not sell or rent personal data.

13.3 Deletion & retention. Upon written request after termination, Block Pilot deletes stored personal data within thirty (30) days, except where retention is required by applicable law, lawful authority request, dispute resolution, arbitration, or legitimate compliance purposes.

13.4 Third-party services. Support via Telegram and the use of third-party dashboards involve third-party services outside Block Pilot's control. The Client should not share seed phrases, private keys, or recovery codes. Block Pilot will never request them.

14. CONFIDENTIALITY

Both parties agree to keep confidential non-public information relating to the Service and this Agreement, except where disclosure is required by law or for dispute resolution.

15.AMENDMENTS

Block Pilot may amend this Agreement with thirty (30) days' notice by email. If the Client objects, the Client may terminate before the new terms take effect; continued use constitutes acceptance.

16.FORCE MAJEURE

Neither party is liable for failure or delay caused by events beyond reasonable control, including cyber-attacks, outages, and regulatory actions.

17.SEVERABILITY

If any provision is held invalid or unenforceable, the remaining provisions remain in full force. The invalid provision shall be replaced by a valid provision that best reflects the original intent.

18.GOVERNING LAW & DISPUTE RESOLUTION

18.1 Governing Law. This Agreement is governed by the laws of the Republic of Seychelles.

18.2 Any dispute shall be finally resolved by arbitration under the UNCITRAL Arbitration Rules. The seat of arbitration shall be Victoria, Mahé, Republic of Seychelles. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The award shall be final and binding.

19.ENTIRE AGREEMENT; REFERRALS

This Agreement constitutes the entire agreement regarding the Service and supersedes prior discussions. Any referral program, if adopted, shall be governed by a separate written addendum.

**By clicking “Accept”, you confirm that you have read, understood,
and agree to be bound by these Terms.**