# Corporate Actions Policy

1. **Definitions and Interpretation**
    1.1. In this Policy, unless the context otherwise requires, capitalised terms used but not defined herein shall have the meanings given to them in the Terms and Conditions.
    1.2. The following terms shall have the following meanings:

    **"Adjustment Event"** means any corporate action on or affecting the Underlying Security in respect of which the Issuer may (but is not obliged to) adjust the terms of a holder's Tokenised Stocks, including (without limitation) stock splits, reverse stock splits, unit splits, stock dividends, cash dividends, capital gains distributions, partial liquidations, spin-offs, rights issues, and warrant issuances.

    **"Terminal Event"** means any corporate action or event following which the Underlying Security ceases to exist, ceases to be listed or traded on its principal market, or is converted into cash or other consideration, including (without limitation) mergers, acquisitions, schemes of arrangement, full liquidations, and delistings.

    **"Policy"** means this Corporate Actions Policy, as amended from time to time.

    1.3. References to the Issuer acting "in connection with" a corporate action refer to the factual context in which the Issuer exercises its discretion and do not imply that any action taken by the Issuer is causally required by, or constitutes the pass-through of any benefit arising from, such corporate action.

2. **Scope and Application**
    2.1. This Policy applies to all Tokenised Stocks issued by the Issuer and forms part of the Agreement between the holder and the Issuer, as incorporated by reference into the Terms and Conditions.
    2.2. In the event of any conflict between this Policy and the Terms and Conditions, the Terms and Conditions shall prevail.

3. **Consent and Authority**
    3.1. As set out in the Terms and Conditions, Tokenised Stocks do not confer shareholder rights in the Underlying Security and the holder has no proprietary interest in any benefits received by the Issuer in its capacity as beneficial owner.
    3.2. By acquiring or continuing to hold Tokenised Stocks, the holder authorises the Issuer to take such actions as are described in this Policy on the holder's behalf and without further instruction, including acquiring, disposing of, or adjusting exposure to the Underlying Security or any related asset, and terminating the holder's Tokenised Stocks in respect of Terminal Events.
    3.3. The Issuer is under no obligation to take any action, make any adjustment, or provide any value to the holder in connection with any corporate action. Any action taken by the Issuer under this Policy is a discretionary decision, does not constitute the exercise of any right or entitlement of the holder, and shall not create any precedent or obligation in respect of any future event.

3.4. The manner in which any adjustment is implemented is determined by the Issuer in its sole discretion and may be changed without notice. Where the Issuer exercises such discretion, it acts as principal and not as agent, trustee, or fiduciary, save to the extent of the limited authority granted under clause 3.2 above.

## 4. Adjustment Events

4.1. The Issuer may, in its sole discretion, respond to specific types of Adjustment Event as described in this clause 4, although for the avoidance of doubt nothing in this clause 4 obliges the Issuer to take any of the actions described.

4.2. **Stock Splits and Consolidations**. Where the Underlying Security is subject to a forward or reverse stock split, unit split, or similar reorganisation that changes the number of shares outstanding or the ratio of shares to economic value, the Issuer may adjust the number of units of exposure comprised in the holder's Tokenised Stocks to reflect the revised share ratio of the Underlying Security. No additional consideration is payable by the holder.

4.3. **Stock Dividends**. Where the issuer of the Underlying Security declares a dividend payable in additional shares (whether ordinary or special), the Issuer may increase the exposure represented by the holder's Tokenised Stocks to reflect the additional shares. The amount of any such increase is determined by the Issuer in its sole discretion.

4.4. **Cash Dividends and Distributions**

4.4.1. Where a cash dividend (whether ordinary or special), capital gains distribution (including ETF capital gains distributions), or other cash distribution is declared on the Underlying Security, the Issuer may, at its sole discretion, acquire additional exposure to the same Underlying Security on the holder's behalf, in such amount as the Issuer determines (which may be calculated by reference to the value of any such distribution on the Underlying Security, net of applicable withholding taxes, levies, and costs as determined by the Issuer or its service providers). This reinvestment mechanism operates automatically and on a mandatory basis — there is no option for the holder to elect a cash payment in lieu of additional exposure, and no per-holder opt-out is available.

4.4.2. The holder's position will be adjusted to reflect any additional exposure so acquired. The amount of additional exposure acquired (if any) is determined by the Issuer and may be less than the gross value of any corresponding distribution on the Underlying Security.

4.4.3. No cash distribution will be made to holders in connection with any dividend or distribution on the Underlying Security.

4.4.4. For the avoidance of doubt, the Issuer's decision to acquire additional exposure on the holder's behalf is a discretionary act of the Issuer and does not constitute a distribution of, or entitlement to, any dividend or other amount received by the Issuer on the Underlying Security. The holder has no right to receive, and no claim upon, the cash proceeds of any dividend or distribution on the Underlying Security.

4.5. **Partial Liquidations**. Where the Underlying Security is subject to a partial return of capital or partial liquidation, the Issuer may treat such event in the same manner as a cash dividend under clause 4.4, which applies accordingly.

4.6. **Spin-Offs**. Where the issuer of the Underlying Security distributes shares in a newly separated entity by way of spin-off, demerger, or similar corporate separation, the Issuer may, at its sole discretion, create a new Tokenised Stock referencing the spin-off entity and allocate units of such new Tokenised Stock to holders. The holder's existing Tokenised Stock position in the parent Underlying Security may be adjusted to reflect any change in the value of the parent following the spin-off. The Issuer is under no obligation to create any new Tokenised Stock, to allocate any units to holders, or to provide any alternative value in connection with a spin-off.

4.7. **Rights, Warrants, and Similar Instruments.** Where rights, warrants, or similar instruments are issued in connection with the Underlying Security, the Issuer will not pass these through to holders or provide any equivalent exposure or value. The holder's position will remain unchanged.

4.8. **Name and Symbol Changes**. Where the Underlying Security undergoes a change of name, ticker symbol, or other identifier, the Issuer may update the relevant metadata of the Tokenised Stock. Such changes have no economic impact on the holder's position. Trading may be temporarily suspended and pending orders may be cancelled in connection with such changes.

## 5. Terminal Events

5.1. Following a Terminal Event, the holder's Tokenised Stock shall terminate and the holder's economic exposure to the Underlying Security shall accordingly cease. The Issuer may, in its sole discretion, respond to specific types of Terminal Event as described in this clause 5, although for the avoidance of doubt nothing in this clause 5 obliges the Issuer to take any of the actions described.

5.2. **Mergers: All-Cash**. Where the Underlying Security is the subject of a merger, acquisition, or similar transaction in which all consideration is payable in cash, the Issuer may, in its sole discretion, make a payment to the holder denominated in USDC (or such other digital asset as the Issuer determines). The amount of any such payment will be determined by the Issuer and will be net of all costs, taxes, withholdings, and other deductions. The relevant Tokenised Stock will be delisted and will cease to be tradeable.

5.3. **Mergers: Stock-for-Stock**. Where the Underlying Security is the subject of a merger, acquisition, company reorganisation, or similar transaction in which the consideration is payable entirely in shares of an acquirer or successor entity, the Issuer may, in its sole discretion, create a new Tokenised Stock referencing the acquirer or successor security and allocate units of such new Tokenised Stock to holders in a ratio determined by the Issuer. The original Tokenised Stock will be delisted and will cease to be tradeable.

5.4. **Mergers: Cash and Stock**. Where the Underlying Security is the subject of a merger, acquisition, or similar transaction in which the consideration comprises both a cash component and a stock component, the Issuer may, in its sole discretion, acquire additional exposure to the acquirer or successor security on the holder's behalf (in such amount as the Issuer determines, which may be calculated by reference to any cash consideration received by the Issuer, net of applicable taxes, withholdings, and costs), and create a new Tokenised Stock referencing the acquirer or successor security. The holder's position in the new Tokenised Stock will reflect both the stock component and any additional exposure so acquired. The original Tokenised Stock will be delisted and will cease to be tradeable.

5.5. **Full Liquidation**. Where the issuer of the Underlying Security undergoes a full liquidation or winding-up, the Issuer may, in its sole discretion, make a payment to the holder denominated in USDC (or such other digital asset as the Issuer determines), determined and net of deductions in the same manner as clause 5.2. The relevant Tokenised Stock will be delisted and will cease to be tradeable.

5.6. **Delisting**. Where the Underlying Security is delisted from its principal market or ceases to be publicly traded, the relevant Tokenised Stock will be delisted and will cease to be tradeable. The Issuer is under no obligation to make any payment or provide any replacement position in connection with a delisting.

5.7. The following general provisions apply to all Terminal Events:

- 5.7.1. The Issuer's decision as to whether to take any applicable deductions, and the terms and timing on which it does so, shall be final.
- 5.7.2. Any value provided to the holder will be net of all costs, taxes, withholdings, and other deductions as determined by the Issuer.
- 5.7.3. The Issuer is not obliged to provide any notice period, claim mechanism, or distribution facility in connection with a Terminal Event, and the holder bears the risk that no value may be received.
- 5.7.4. Where the Issuer takes no action under this clause 5, the holder's Tokenised Stock shall terminate without any payment, replacement, or compensation.

**6. Trading Suspensions and Pending Orders**

6.1. The Issuer may, in connection with any Adjustment Event or Terminal Event (including, without limitation, in advance of or following any delisting under clause 5.6 or any other Terminal Event), temporarily suspend or restrict trading, deposits, withdrawals, or any other activity relating to the affected Tokenised Stock, for such period as the Issuer determines.

6.2. Pending orders relating to the affected Tokenised Stock (including limit orders, recurring buy instructions, and any other standing instructions) may be cancelled by the Issuer without prior notice to the holder. The holder bears the risk of re-entering any orders following the resumption of trading.

6.3. The Issuer shall not be liable for any loss, cost, or expense incurred by the holder as a result of any suspension, restriction, or cancellation under this clause 6.