

## Transfer of Crypto Assets Policy for Institutional Clients StoneX Digital International

### 1. Purpose & Regulatory Context

This policy sets out the principles, procedures, and client rights governing the transfer of crypto-assets under the Firm's execution and custody services. It is designed to ensure full compliance with the **Markets in Crypto-Assets Regulation (MiCA)**, specifically **Article 82**, and the associated **ESMA Guidelines ESMA35-1872330276-2032** on investor protection.

StoneX is registered with the **Central Bank of Ireland** as a crypto-asset service provider. It is committed to maintaining the highest standards of transparency, operational integrity, and client protection in the provision of crypto-asset transfer services to institutional clients.

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### 2. Scope of Services

StoneX facilitates the following transfer modalities:

- **Deposits:** Transfers of supported crypto-assets from external wallets to StoneX custody.
- **Withdrawals:** Transfers from StoneX custody to verified external wallets.

All transfers are subject to the terms of the **Custody Policy, Order Execution Policy, and the SDI Platform Terms of Business**.

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### 3. Pre-Contractual Disclosure

Prior to onboarding, institutional clients will receive pre-contractual information, including:

- StoneX's legal and regulatory identity.
- Description of transfer services and supported crypto-assets.
- Procedures for initiating, authorising, and cancelling transfers.
- Conditions under which transfers may be rejected or suspended.
- Cut-off times and execution timelines.
- Supported Distributed Ledger Technology (DLT) networks.
- Applicable fees and charges.

- Technical requirements for client systems.
  - Communication protocols and languages.
  - Fraud prevention and incident reporting procedures.
  - Termination rights and procedures.
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## 4. Transfer Initiation and Execution

Transfers must be initiated via StoneX's secure platform, with the following information:

- Asset type and amount.
- Destination wallet address or recipient identifier.
- Authentication credentials.

Execution timelines for crypto-asset transfers will be communicated to clients at the point of instruction and are subject to prevailing network conditions and StoneX's internal processing protocols. Instructions received before the designated cut-off time on a Business Day will be deemed received on that same day for processing purposes. The maximum execution time may vary depending on the specific crypto-asset being transferred. For each supported distributed ledger technology (DLT) network, StoneX will provide a reasonable estimate of the time required—or the number of block confirmations necessary—for a transfer to be considered irreversible, or sufficiently irreversible in the case of probabilistic settlement mechanisms.

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## 5. Rejection and Suspension Criteria

StoneX reserves the right to reject or suspend transfer instructions under the following circumstances:

- Insufficient account balance or breach of transfer limits.
- Asset-specific or jurisdictional restrictions.
- Incomplete or unverifiable client information.
- Insufficient Information to meet with StoneX's TOFR and other regulatory obligations<sup>1</sup>
- Suspicion of financial crime or fraud.
- Technical incompatibility or unsupported network.

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<sup>1</sup> Such as those specified in the European Banking Authority's Guidelines preventing the abuse of funds and certain crypto-assets transfers for money laundering and terrorist financing purposes.

- Transfers from unverified non-custodial wallets.

Clients will be notified promptly, with reasons and remediation guidance.

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## 6. Irreversibility and Liability

Crypto-asset transfers are generally **final and irreversible** once initiated. StoneX disclaims liability for:

- Transfers to incorrect or unsupported addresses.
- Transfers executed on incorrect networks.

StoneX may, at its sole discretion, attempt recovery in exceptional cases (e.g., internal misrouting), subject to feasibility and applicable fees.

Liability for unauthorised or erroneous transfers will be assessed based on:

- Attribution to StoneX's systems or personnel.
  - Timely notification by the client.
  - Contractual limitations and exclusions.
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## 7. Error notification and Resolution

Clients must report unauthorised or erroneous transfers on discovery of same via the designated support channel, providing:

- Account ID and transaction ID (TXID).
- Asset and wallet details.
- Timestamp and nature of the issue.

StoneX will investigate and respond as soon as practicable, outlining resolution steps or recovery options

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## 8. Termination Rights

Institutional clients may terminate the transfer service agreement at any time, subject to:

- Notice period of **60 days or 30 days where based on cause**.
- Settlement of outstanding obligations.

Termination procedures will be clearly outlined in the client agreement.

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## 9. Recordkeeping and Audit

StoneX maintains comprehensive records of all transfer instructions, execution timestamps, and client communications. These records are retained in accordance



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with MiCA and ESMA requirements and are available for audit and regulatory inspection.

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## 10. Review & Approval

This policy is reviewed annually or upon material regulatory change. Amendments are subject to approval by the Board of Directors and will be communicated to clients in advance of implementation.

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