Tria Bridge Ltd

Client Terms and Conditions — Crypto-Asset Services (EU/EEA)

Version 1.0 · Last updated: 23 July 2026 · MiCAR-authorised CASP, supervised by CySEC (reg. no. 013/24) · Cyprus, HE 429492 · operating under “The Vault” brand

1. Important information

1.1 These Client Terms and Conditions (the "Terms") form the legal agreement (the "Agreement") between: (a) you, the account holder or user ("you", "your", the "Client"); and (b) Tria Bridge Ltd, a company incorporated in the Republic of Cyprus with registration number HE 429492, authorised as a crypto-asset service provider ("CASP") under Regulation (EU) 2023/1114 on markets in crypto-assets ("MiCAR") and supervised by the Cyprus Securities and Exchange Commission ("CySEC"), registration number 013/24, with registered office at 66-68 Archiepiskopou Makariou III & Markou Drakou Street, Mesa Geitonia, 4003 Limassol, Cyprus ("Tria Bridge", "we", "us", "our").

1.2 Tria Bridge provides its services under the "The Vault" brand. The brand and the thevault.inc website are operated by Tria Software Ltd (Cyprus, HE 422111), and Tria Bridge uses them under a written licence. Your contractual counterparty for all crypto-asset services under these Terms is exclusively Tria Bridge Ltd. Services offered under the same brand to clients outside the EU/EEA are provided by SWISS Zeit Capital AG (Switzerland) under its own terms; SWISS Zeit Capital AG is not a party to this Agreement.

1.3 Please read these Terms carefully: they govern your use of all Tria Bridge services (the "Services"). The following documents form an integral part of this Agreement and are available on the Website or through the Applications: the Fee Schedule, the summary of the Order Execution Policy, the Custody Regulations, the Complaints Handling description and complaint template, the Privacy Policy and the Cookie Policy. Additional terms may apply to specific Services (including any investment-advice or portfolio-management mandate), and we will notify you of these separately. In the event of a conflict, the service-specific terms prevail over these Terms in respect of the relevant Service.

1.4 These Terms are drawn up in English. Where we provide translations, the English version prevails unless mandatory law provides otherwise. Communications between us will be in English.

2. Our Services

2.1 Subject to the completion of onboarding and to any limits applicable to your account, Tria Bridge may provide you with the following crypto-asset services, as defined in MiCAR, in accordance with its CASP authorisation:

- providing custody and administration of crypto-assets on behalf of clients;
- exchange of crypto-assets for funds;
- exchange of crypto-assets for other crypto-assets;
- execution of orders for crypto-assets on behalf of clients;
- reception and transmission of orders for crypto-assets on behalf of clients;
- providing advice on crypto-assets;
- providing portfolio management on crypto-assets;

- providing transfer services for crypto-assets on behalf of clients.

2.2 The crypto-assets supported by Tria Bridge, and the Services available for each supported crypto-asset, are listed in the Applications and on the Website. We review the list of supported crypto-assets on an ongoing basis and may add, restrict or remove crypto-assets in accordance with our internal policies; where a removal affects assets you hold, we will notify you and provide a reasonable period to transfer or convert them.

2.3 Crypto-asset values are highly volatile. The Services do not include any form of leverage, staking, lending or yield products. Nothing in the Services constitutes advice unless expressly provided under the investment-advice Service pursuant to a documented assessment.

3. Opening your account

3.1 To use the Services, you must open an account with us (the "Account") through the Applications or such other channel as we make available. By opening an Account, you confirm that you: (a) are at least 18 years old and legally capable of entering into these Terms; (b) have read, understood and agreed to these Terms and the Privacy Policy; (c) provide accurate, complete and truthful information and will keep it up to date; (d) act for your own account and are the beneficial owner of all assets held within your Account, unless expressly agreed otherwise in writing; and (e) are not located in, or acting on behalf of a person located in, a jurisdiction in which we do not offer the Services.

3.2 You acknowledge and agree to comply with our Know-Your-Customer ("KYC") and Anti-Money-Laundering / Counter-Terrorist-Financing ("AML/CFT") requirements at onboarding and on an ongoing basis. This includes the obligation to provide any documents, information and explanations we may reasonably request to verify your identity, source of funds and purpose of transactions, and to support our ongoing monitoring obligations. Failure to satisfy eligibility checks or ongoing KYC/AML obligations may result in the suspension, restriction or closure of your Account.

3.3 We serve professional and institutional clients as well as retail clients. Certain Services, crypto-assets, limits or protections may differ depending on your client category and risk profile, as notified to you during onboarding or in the Applications.

3.4 If you are a consumer and this Agreement is concluded at a distance, you may have a statutory right to withdraw from the Agreement within 14 days of its conclusion without penalty and without giving any reason. This right does not apply to Services already fully performed with your consent before withdrawal, or to transactions in crypto-assets whose price depends on market fluctuations outside our control that may occur during the withdrawal period.

4. Using your account; communications

4.1 Your Account allows you, subject to your client category and applicable limits, to purchase, sell, hold and transfer supported crypto-assets, to receive investment advice and portfolio-management services where agreed, and to access custody services for the safekeeping of your crypto-assets.

4.2 We communicate with you primarily through the Applications (including push notifications and in-app messages) and by email to the address registered on your Account. Communications made through these channels satisfy any requirement for a durable medium where permitted by law. It is your responsibility to keep your contact details current and to check messages from us regularly.

4.3 We maintain records of all relevant documents, communications, orders and transactions for at least five (5) years after the termination of our business relationship (or such longer period as required by law), and make them available to competent authorities upon lawful request.

5. Instructions, orders and execution

5.1 You authorise us to act on instructions given through the Applications or by other means we approve for your Account. We may treat any instruction given using your credentials as given by you. Once issued, certain instructions — in particular transfers of crypto-assets — cannot be reversed or cancelled. You must check all details carefully before confirming an instruction.

5.2 Before we execute or transmit any order for you, you will be asked to give your prior express consent to our Order Execution Policy. A summary of the Order Execution Policy is provided to you during onboarding and is available on the Website. We will notify you by durable means of any material change to the policy before the change takes effect.

5.3 When executing orders on your behalf, we take all necessary steps to obtain the best possible result for you, taking into account price, costs, speed, likelihood of execution and settlement, size, nature, conditions of custody of the crypto-assets, and any other consideration relevant to the execution of the order. Where you give us a specific instruction, we execute the order in accordance with that instruction; you are warned that a specific instruction may prevent us from taking the steps designed to obtain the best possible result in respect of the elements covered by the instruction.

5.4 We may execute your orders on trading platforms operated by third parties, or outside a trading platform — including against vetted third-party liquidity providers or with Tria Bridge acting as your counterparty. Where your orders may be executed outside a trading platform, we will inform you and obtain your prior express consent, either in the form of a general agreement or in respect of individual transactions, before proceeding. Even where we act as your counterparty, we remain subject to our best-execution obligations.

5.5 We maintain an internal list of trading platforms and execution venues on which we rely, selected and monitored against documented criteria (including regulatory status, AML/KYC controls, security and custody arrangements, pricing and operational soundness). We do not receive any remuneration, discount, rebate or non-monetary benefit for routing your orders to any particular venue.

5.6 We may reject or decline to execute an instruction where: essential details are missing or ambiguous; the instruction may involve market abuse, insider dealing or money laundering; it may affect the integrity or orderly operation of the market; your Account has insufficient funds or crypto-assets; required AML, Travel-Rule or sanctions checks are not satisfied; the Agreement is being terminated; or you are in default under this Agreement. Where an instruction is rejected, we will notify you of the rejection and, where permitted by law, of its reasons.

5.7 When we exchange crypto-assets for funds or for other crypto-assets on the basis of prices published or quoted by us, the applicable price or quote is displayed to you before you confirm the transaction. The transaction is concluded when you accept the displayed price within its validity period.

6. Custody and safekeeping of your crypto-assets

6.1 Where we provide custody and administration of crypto-assets, we do so under these Terms and the Custody Regulations, which together constitute the custody agreement required by Article 75 of MiCAR and specify, among other things, the nature of the service, the custody policy, the means of communication (including your means of authenticating instructions), the security systems, the fees, and the applicable law. You may request a copy of the full custody documentation in electronic form at any time.

6.2 We maintain a register of positions recording your entitlement to the crypto-assets held for you. Your positions are recorded promptly and kept segregated from our own holdings, so that your crypto-assets are identified as yours at all times, including on the distributed ledger, where they are held on addresses separate from any addresses holding our own crypto-assets.

6.3 Your crypto-assets are held on a segregated basis and are operationally separated from our own estate, so that our creditors have no recourse to crypto-assets held in custody for clients, in particular in the event of our insolvency. We do not use, pledge, lend, stake or otherwise deal with your crypto-assets for our own account or for the account of any other person, unless you have given your express prior consent to a specific, documented arrangement.

6.4 Custody may be provided through: (a) a "Solo Account", in which your crypto-assets are safeguarded on an individually segregated basis; or (b) a "Blend Account", a pooled custody model in which your crypto-assets are held in omnibus wallets together with the assets of other clients, with your individual entitlement identified at all times in our internal records, which reconcile to the balances of the omnibus wallets. The characteristics of each model, and which model applies to your Account, are set out in the Custody Regulations and the Applications.

6.5 Wallet infrastructure and transaction authorisation are facilitated through specialised wallet technology based on multi-party computation ("MPC"), provided by third-party technology providers. Such technology providers act solely as providers of technology: they are not custodians, sub-custodians or fiduciaries of your assets, and Tria Bridge retains full control over the cryptographic authorisation of transactions at all times. Where we engage regulated third-party custodians for particular assets or operations, we select and monitor them with due skill, care and diligence, and your assets are held in accounts identified separately from our own and from those of the third party.

6.6 We provide you with a statement of the positions in your Account at least once every three months and at your request, through the Applications or another durable medium.

6.7 We are liable to you for the loss of any crypto-assets, or of the means of access to crypto-assets, resulting from an incident that is attributable to us — including fraud, negligence or operational failure. Our liability for such loss is capped at the market value of the crypto-asset lost, at the time the loss occurred. Incidents not attributable to us — including failures inherent in the operation of a distributed ledger or blockchain that are outside our control — do not give rise to such liability; this does not affect clause 14.4.

7. Safeguarding of client funds

7.1 Funds (fiat currency) we hold for you, other than electronic-money tokens, are placed with a central bank or a credit institution by the end of the business day following the day on which they were received, in accounts identified separately from any accounts used to hold funds belonging to Tria Bridge, in accordance with Article 70 of MiCAR.

7.2 We do not use client funds for our own account. We perform reconciliations of client funds and crypto-assets on each business day, and our arrangements are subject to internal-audit oversight.

8. Transfer services and Travel Rule

8.1 Where we provide transfer services, we transfer crypto-assets on your behalf from one distributed-ledger address or account to another, subject to the checks described in this clause. Transfers are subject to the information requirements of Regulation (EU) 2023/1113 on information accompanying transfers of funds and certain crypto-assets (the "Travel Rule"): we collect, verify and transmit or request the required originator and beneficiary information for transfers to and from other service providers, and apply enhanced measures for transfers involving self-hosted addresses, which may include requesting evidence of your ownership or control of the address.

8.2 We may delay, decline or return a transfer where required information is missing, incomplete or inconsistent, where our screening identifies sanctions, fraud or financial-crime concerns, or where the destination address fails our checks. On-chain transfers are credited after the confirmation thresholds we apply for the relevant network. You are solely responsible for the accuracy of destination addresses: transfers to an incorrect but technically valid address are generally irreversible.

9. Investment advice and portfolio management

9.1 Where we provide advice on crypto-assets, we first assess whether the envisaged crypto-assets or Services are suitable for you, on the basis of information we obtain about your knowledge and experience, financial situation (including your ability to bear losses) and investment objectives (including your risk tolerance). You must provide accurate and complete information for this purpose and inform us of material changes.

9.2 Portfolio management on crypto-assets is provided on a discretionary basis under a separate written mandate agreed with you, which sets out the investment strategy, any restrictions, the benchmark (if any), reporting and fees. Past performance is not a reliable indicator of future results, and we do not guarantee any investment outcome.

10. Fees and expenses

10.1 The fees for our Services are set out in the Fee Schedule, which is available on the Website and in the Applications and forms part of this Agreement. You agree to pay all applicable fees promptly, together with any associated transaction charges, network (gas) fees, regulatory fees, taxes or third-party charges.

10.2 We may amend the Fee Schedule in accordance with clause 17 (Amendments). Where a fee applies to a specific transaction, the applicable amount or rate is disclosed to you before you confirm the transaction.

10.3 You are responsible for your own taxes arising from your use of the Services. We do not provide tax advice.

11. Conflicts of interest

11.1 We maintain and operate effective arrangements to identify, prevent, manage and disclose conflicts of interest, in accordance with our Conflicts of Interest Policy. We may act for multiple clients simultaneously, and we or our affiliates may transact in crypto-assets in which clients also have positions, provided we act honestly, fairly and professionally in the best interests of our clients. A summary of our Conflicts of Interest Policy is available on request; where our arrangements are not sufficient to prevent a specific conflict from adversely affecting your interests, we will disclose it to you before providing the relevant Service.

12. Risk disclosure

12.1 Before using the Services you should understand the following key risks: (a) crypto-asset values are highly volatile and may fall sharply or to zero; you may lose the entire value of your holdings; (b) crypto-assets and crypto-asset services are not covered by the deposit-guarantee schemes under Directive 2014/49/EU, and are not covered by the investor-compensation schemes under Directive 97/9/EC; (c) transactions in crypto-assets are typically irreversible; (d) distributed-ledger technology remains subject to operational, technological and cyber risks, including forks, network congestion and protocol failures; (e) the regulatory treatment of crypto-assets may change; and (f) liquidity in certain crypto-assets may be limited, affecting price and the ability to execute or settle transactions.

12.2 Service- and asset-specific risk information, including any white papers for supported crypto-assets where applicable, is available on the Website and in the Applications. You confirm that you have read and understood the risk disclosures before using the relevant Service.

13. Security; limits and restrictions

13.1 You must keep your Account credentials, devices and security factors safe and private, and notify us immediately at support@triabridge.com or through the Applications if you suspect unauthorised access or use. You are responsible for losses arising from your failure to keep credentials secure, except where caused by our negligence.

13.2 We may impose limits on your Account, transactions or Services based on regulatory requirements, security or risk-management policies, or your personal circumstances and risk profile, and may amend such limits at any time with notice to you via the Applications or email.

13.3 We may suspend access to the Services, in whole or in part, where necessary for maintenance, security, or compliance with law or a regulator's instruction. Where reasonably possible, we will give you advance notice.

14. Liability and indemnity

14.1 We provide the Services with due skill, care and diligence. Except as expressly set out in these Terms, the Services are provided without further warranties of performance or availability.

14.2 We are not liable for indirect or consequential losses, including lost profits or lost investment opportunity, nor for losses caused by: market movements; actions or omissions taken in good faith to comply with applicable law, regulation or the instructions of a competent authority; failures of blockchain networks or other systems outside our control; or force majeure (clause 19).

14.3 You agree to indemnify us against losses, claims and reasonable costs incurred by us as a result of your breach of these Terms, your violation of applicable law, or the misuse of your Account or the Services, except to the extent caused by our own breach, negligence, fraud or wilful default.

14.4 Nothing in these Terms excludes or limits: our liability under Article 75(8) of MiCAR as described in clause 6.7; any liability that cannot be excluded or limited under applicable law, including liability for fraud or gross negligence; or any mandatory rights you have as a consumer.

15. AML/CFT and regulatory compliance

15.1 We are required to monitor Accounts and transactions, screen against sanctions and other lists, and report suspicious activity to the competent authorities without notifying you. We may freeze, block, delay or refuse transactions, or restrict your Account, where required by applicable law, regulation or the instructions of a competent authority, and we shall not be liable for losses resulting from actions taken in good faith under this clause.

16. Data protection

16.1 We process your personal data as a controller in accordance with Regulation (EU) 2016/679 (GDPR) and applicable Cypriot law, as described in our Privacy Policy, which is available on the Website. By using the Services you acknowledge that processing necessary for the performance of this Agreement and for compliance with our legal obligations will take place. Contact details of our Data Protection Officer are set out in the Privacy Policy.

17. Amendments to these Terms

17.1 We may amend these Terms, the Fee Schedule and the documents forming part of this Agreement at any time to reflect changes in law, regulation, our authorisation, or our business operations. We will provide you with at least seven (7) days' prior notice of significant changes, by durable means via the Applications or email; a longer notice period will be applied where required by law. If you do not accept an amendment, you may terminate this Agreement free of charge before the amendment takes effect; your continued use of the Services after the effective date constitutes acceptance.

18. Term, suspension and termination

18.1 This Agreement is concluded for an indefinite term. You may close your Account at any time, free of charge, through the Applications or by contacting support@triabridge.com, subject to the settlement of pending transactions and outstanding obligations.

18.2 We may suspend or terminate your Account with immediate effect if you materially breach these Terms, engage in illegal activity or misuse of the Services, provide false or misleading information, or fail to comply with regulatory obligations; or with reasonable prior notice in other cases, unless a shorter period is required by law, regulation or a competent authority.

18.3 Upon termination, we will, after settling pending transactions, fees and applicable checks, transfer your crypto-assets to wallet addresses you designate (subject to our Travel-Rule and security checks) and return your funds to an account in your name. Where you fail to provide valid instructions within a reasonable period, we may take such steps as are reasonably necessary and permitted by law to return or safeguard your assets, at your cost.

19. Force majeure

19.1 We are not liable for any delay or failure to perform our obligations due to circumstances beyond our reasonable control, including natural disasters, wars, strikes, pandemics, power or telecommunications failures, cyber-attacks, actions of public authorities, or regulatory restrictions. We will take reasonable steps to minimise the effects of such events and to resume performance.

20. Intellectual property

20.1 All intellectual-property rights in the Services, the Applications and related materials belong exclusively to Tria Bridge or its licensors (including Tria Software Ltd in respect of "The Vault" brand and the underlying software). You are granted only a limited, personal, non-transferable licence to use these materials to access and use the Services in accordance with these Terms.

21. Complaints

21.1 You may submit a complaint free of charge at any time through the Applications, by email to support@triabridge.com, or by post to our registered office, including by using the standard complaint template available on the Website. Our complaints-handling procedure is published on the Website.

21.2 We will acknowledge receipt of your complaint, and inform you whether it is admissible, within two (2) business days of receipt, and we will communicate our decision without undue delay and in any case within two (2) months of receipt. In exceptional situations where a decision cannot be provided within that period, we will inform you of the reasons for the delay and specify the date by which our decision will be provided.

21.3 If you are not satisfied with our decision, you may refer the matter to the Financial Ombudsman of the Republic of Cyprus, submit your case to CySEC, or pursue your claim before the competent courts of the Republic of Cyprus. Details of these options are provided in our complaints-handling description and in our decision on your complaint.

22. General

22.1 We may assign or transfer this Agreement, in whole or in part, to an affiliate or successor in the context of a lawful reorganisation, subject to notice to you and to any required regulatory approvals; your rights will not be adversely affected. You may not assign your rights or obligations without our prior written consent.

22.2 If any provision of these Terms is held invalid or unenforceable, the remainder shall remain in force. Our failure to enforce any provision shall not constitute a waiver.

22.3 These Terms, together with the documents referred to in clause 1.3 and any service-specific terms, constitute the entire agreement between you and us in respect of the Services.

23. Governing law and jurisdiction

23.1 These Terms, your Account and our relationship are governed exclusively by the laws of the Republic of Cyprus. Any dispute arising from these Terms shall be subject to the exclusive jurisdiction of the courts of Limassol, Cyprus, without prejudice to any mandatory jurisdiction or consumer-protection rules that apply in your favour.

24. Contact

24.1 Tria Bridge Ltd, 66-68 Archiepiskopou Makariou III & Markou Drakou Street, Mesa Geitonia, 4003 Limassol, Cyprus. Email: support@triabridge.com. Website: thevault.inc. Supervisor: Cyprus Securities and Exchange Commission (CySEC), www.cysec.gov.cy.