QCAD Token Terms and Conditions

Subject to these Terms and Conditions, QCAD Digital Trust ("**QCDT**"), for value received, hereby promises to pay to each Qualified Holder, upon redemption by such Qualified Holder of a QCAD Token in accordance with these QCAD Terms and Conditions, the Reference Value.

ARTICLE 1
PRELIMINARY PROVISIONS

Section 1.1   Definitions

"**Applicable Law**" means, with respect to any Person, collectively, all federal or provincial or foreign statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, policies, staff notices, rulings, directed duties, licenses, authorizations and permits of, and agreements and undertakings with, any Governmental Authority, in each case that is applicable to such Person or such Person's business or operation and whether or not having the force of law.

"**Authorized Participant**" means any eligible entity that has entered into a Purchase and Redemption Agreement with the Servicer, on behalf of QCDT.

"**Business Day**" means each day that is (i) other than a Saturday, Sunday, or a statutory holiday in Ontario; and (ii) a day on which Canadian federally-charted banks are open for business in Ontario during normal business hours.

"**CAD**" means Canadian Dollars.

"**Delivery**" means (i) in respect of a Purchase Order, the delivery on any Business Day by an Authorized Participant to the Servicer on behalf of QCDT of such Purchase Order in accordance with these QCAD Terms and Conditions; and (ii) in respect of a Redemption Request, the delivery on any Business Day by a Qualified Holder to the Servicer on behalf of QCDT of such Redemption Request in accordance with these QCAD Terms and Conditions and the delivery by the Qualified Holder of the QCAD Tokens to be redeemed to the QCDT Wallet in accordance with these QCAD Terms and Conditions.

"**Governmental Authority**" means the government of Canada, the United States of America or any other nation, or of any political subdivision thereof, whether state, provincial, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"**Holder**" means a holder of QCAD Tokens.

"**Institutional Qualified Holder**" means an Authorized Participant or any other institutional redeemer acceptable to the Issuer who has executed a Purchase and Redemption Agreement with QCDT and the Servicer and whose status as such has not been revoked by the Servicer.

"**Person**" means any natural person, corporation, limited liability company, unlimited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"**Purchase**" means a purchase of QCAD Tokens made in accordance with these QCAD Terms and Conditions by an Authorized Participant from QCDT.

"**Purchase and Redemption Agreement**" means an agreement between the Servicer, on behalf of QCDT, and an Authorized Participant, as amended from time to time, and which will govern the terms and conditions associated with the purchase and redemption of QCAD Tokens by Authorized Participants.

"**Purchase Order**" has the meaning specified in Section 3.1.

"**Purchase Price**" means in respect of each Subject QCAD Token, one CAD (CAD $1.00).

"**Purchaser Wallet**" means the Supported Blockchain wallet specified in a Purchase Order.

"**QCAD Program**" means, in aggregate, the issuance or redemption (minting or burning) of QCAD Tokens, the holding by QCDT of the Reserve Assets and the ongoing administration and management of all matters related or incidental thereto.

"**QCAD Servicing Agreement**" means the QCAD Servicing and Administration Agreement between QCDT and the Servicer dated May 1, 2025, as amended from time to time.

"**QCAD Tokens**" means the QCAD tokens, which are blockchain-based tokens that fall within the category of crypto assets designated by Canadian securities regulators as Value Referenced Crypto Assets.

"**QCAD Terms and Conditions**" means these QCAD Terms and Conditions, including all amendments and schedules hereto.

"**QCDT**" means QCAD Digital Trust and its successors and assigns.

"**QCDT Wallet**" means the Supported Blockchain wallet at the address specified at the time of Redemption.

"**Qualified Holder**" means an Institutional Qualified Holder or a Retail Qualified Holder.

"**Qualified Holder Application**" has the meaning ascribed thereto in Section 2.5(1).

"**Qualified Holder Wallet**" means, in respect of any Redemption, the Supported Blockchain wallet specified in a Redemption Request.

"**Redeemer**" means the Qualified Holder submitting a Redemption Request.

"**Redemption**" means a redemption in accordance with these QCAD Terms and Conditions by QCDT of Subject QCAD Token.

"**Redemption Request**" has the meaning specified in Section 4.1.

"**Reference Value**" means one dollar ($1.00) in the lawful currency of Canada.

"**Reserve Assets**" means the Canadian dollars received and held by QCDT in exchange for the issuance of QCAD Tokens.

"**Retail Qualified Holder**" means a Qualified Holder who is not an Institutional Qualified Holder and who has established an account with the Servicer.

"**Sanctions**" means any sanctions administered or enforced by Canada, the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union or Her Majesty's Treasury.

"**Servicer**" means Stablecorp Digital Currencies Inc. and any other company appointed from time to time by the Trustee to administer the QCAD Program as described in the QCAD Servicing Agreement.

"**Servicer Privacy Policy**" means the Servicer's privacy policy which is available at www.stablecorp.ca.

"**Subject QCAD Token**" means the QCAD Token that is subject to a Purchase or Redemption.

"**Supported Blockchains**" means, in respect of any QCAD Tokens, any blockchain platform designated in Schedule "A" providing for a decentralized public ledger for verifying and recording transactions.

"**Taxes**" means all present or future taxes, levies, duties, deductions, withholdings (including backup withholdings), assessments, remittances, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Trustee**" means Odyssey Trust Company.

Section 1.2   Headings

The division of these QCAD Terms and Conditions into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "these QCAD Terms and Conditions", "hereof", "hereunder" and similar expressions refer to these QCAD Terms and Conditions and not to any particular section or other portion of these QCAD Terms and Conditions and include Schedules and addenda supplemental to it. Unless something in the subject matter or context is inconsistent with such reference, references in these QCAD Terms and Conditions to Sections

and Schedules are to Sections of and Schedules attached to or executed in connection with these QCAD Terms and Conditions. The Schedules and any addenda executed in connection with this Agreement, as applicable, form an integral part of these QCAD Terms and Conditions for all purposes of it.

Section 1.3   Interpretation and Extended Meanings

In these QCAD Terms and Conditions (including defined terms) words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders and vice versa. The words "included", "includes", "including" and similar expressions shall be deemed to be followed by the phrase "without limitation".

Section 1.4   Currency References

References in these QCAD Terms and Conditions to "CAD" mean the lawful money of Canada.

ARTICLE 2
QCAD TOKENS

Section 2.1   Redemption Obligation

Each QCAD Token constitutes a direct redemption obligation of QCDT, and is redeemable by a Qualified Holder in accordance with these QCAD Terms and Conditions for the Reference Value.

Section 2.2   Reserve Assets

QCDT shall ensure the Reserve Assets balance is at all times at least equal to the aggregate number of issued and outstanding QCAD Tokens.

Section 2.3   No Deposit Insurance

QCAD Tokens are not insured under the *Canada Deposit Insurance Corporation Act* or any other deposit insurance regime and therefore all Redemptions of QCAD Tokens by Qualified Holders will be dependent upon the adequacy of the Reserve Assets held by QCDT and the ability of the Servicer to process Redemptions.

For a description of the risks associated with the purchase and sale of QCAD Tokens, please refer to the "Risk Factors" section in the QCAD Token prospectus, which disclosure is incorporated by reference herein. The QCAD Token prospectus is publicly available at www.stablecorp.ca or under QCDT's profile on SEDAR+ at www.sedarplus.ca.

Section 2.4   Purchase and Redemption

QCAD Tokens may be Purchased by an Authorized Participant from QCDT in accordance with ARTICLE 3 or redeemed by a Qualified Holder from QCDT in accordance with ARTICLE 4. Only an Authorized Participant may purchase QCAD Tokens directly from QCDT and only a Qualified Holder may redeem QCAD Tokens directly from QCDT. A Person may purchase QCAD Tokens from QCDT or redeem QCAD Tokens only for its own benefit and account and not on behalf of, or for, any other Person.

Section 2.5   Qualified Holder

(1)   In order to become a Qualified Holder, a Person shall:

    (a)   in the case of Institutional Qualified Holders, execute a Purchase and Redemption Agreement with QCDT and the Servicer;

    (b)   in the case of Retail Qualified Holders, establish an account with the Servicer;

    (c)   in either case, shall submit to the Servicer (through its designated portal) an application form (a "**Qualified Holder Application**") which shall constitute an agreement to be bound by these QCAD Terms and Conditions; and

    (d)   include the following in each Qualified Holder Application:

        (i)   the name, address, date of birth and electronic address of such Person;

        (ii)   such identification information and authentication documents as the Servicer may request in connection with the Servicer's standard "on boarding" process (including pursuant to "know your customer" or anti-money laundering requirements); and

        (iii)   in the case of a Person other than a natural person, evidence of capacity and due authorization.

(2)   Each Person who submits a Qualified Holder Application authorizes the Servicer to make enquiries, whether directly or through third parties, that it considers necessary to verify the identity of such Person or to protect the Servicer against fraud or other financial crime, and to act as the Servicer reasonably deems necessary based on the results of such enquiries. Each such Person acknowledges and agrees that when the Servicer carries out these enquiries, such Person's personal information may be disclosed to credit bureaus, credit reporting agencies and fraud prevention and financial crime agencies.

(3)   The Servicer may decline to accept as a Qualified Holder any Person who is subject to Sanctions or who is located in, or is a citizen or resident of, any jurisdiction that is subject to Sanctions or if, as the Servicer may reasonably request, the redemption of QCAD Tokens by such Person would otherwise violate any Applicable Law, or for any other reason in its sole discretion.

(4)   All information that Servicer may collect in connection with a Qualified Holder Application shall be governed by the Servicer Privacy Policy which is available at www.stablecorp.ca and which is incorporated by reference into these QCAD Terms and Conditions. By agreeing to these Terms and Conditions, a Qualified Holder consents to the collection and use of their information in accordance with the Servicer Privacy Policy.

Section 2.6   Authorized Participant

(1)   In order to become an Authorized Participant, a Person shall submit to the Servicer an application form (a "**Authorized Participant Application**") and execute a Purchase and Redemption

Agreement with QCDT and the Servicer. The submission of an Authorized Participant Application shall constitute an agreement to be bound by these QCAD Terms and Conditions. Each Authorized Participant Application shall include:

(a)   the name, address, and electronic address of such Person;

(b)   the regulatory status, size, business model and other factors of such Person as the Servicer may reasonably request;

(c)   such identification information and authentication documents as the Servicer may request in connection with the Servicer's standard "onboarding" process (including, without limitation, pursuant to "know your customer" or anti-money laundering requirements); and

(d)   in the case of a Person other than a natural person, evidence of capacity and due authorization.

(2)   Each Person who submits an Authorized Participant Application authorizes the Servicer to make enquiries, whether directly or through third parties, that it considers necessary to verify the identity of such Person or to protect the Servicer against fraud or other financial crime, and to act as the Servicer reasonably deems necessary based on the results of such enquiries. Each such Person acknowledges and agrees that when the Servicer carries out these enquiries, such Person's personal information may be disclosed to credit bureaus, credit reporting agencies and fraud prevention and financial crime agencies.

(3)   The Servicer may decline to accept as an Authorized Participant any Person who is subject to Sanctions or who is located in, or is a citizen or resident of, any jurisdiction that is subject to Sanctions or if, as the Servicer may reasonably request, the redemption of QCAD Tokens by such Person would otherwise violate any Applicable Law, or for any other reason in its sole discretion.

(4)   All information that Servicer may collect in connection with an Authorized Participant Application shall be governed by the Servicer Privacy Policy which is available at www.stablecorp.ca and which is incorporated by reference into these QCAD Terms and Conditions. By agreeing to these Terms and Conditions, an Authorized Participant consents to the collection and use of their information in accordance with the Servicer Privacy Policy.

Section 2.7   Revocation of Qualified Holder or Authorized Participant Status

The Servicer or its affiliates may revoke a Qualified Holder Application, an Authorized Participant Application or Person's status as a Qualified Holder or Authorized Participant if the Servicer believes, acting reasonably, that: (i) any of the identification and other information provided by such Person is incomplete, inaccurate or fraudulent; (ii) such Person has made or will make use of a QCAD Token in any way which violates or may violate Sanctions or Applicable Law; or (iii) such Person is subject to Sanctions, or is located in, or is a citizen or resident of, any jurisdiction that is subject to Sanctions or if the purchase or redemption of QCAD Tokens by such Person would otherwise violate Applicable Law.

ARTICLE 3
PURCHASE OF QCAD TOKENS

Section 3.1   Purchase of QCAD Tokens

An Authorized Participant may, by Delivery to the Servicer on a Business Day of a purchase order (a "**Purchase Order**") made in accordance with these QCAD Terms and Conditions and the Purchase and Redemption Agreement, request that the Servicer, acting on behalf of QCDT, issue QCAD Tokens to the Authorized Participant in exchange for the payment to QCDT of the Purchase Price.

Section 3.2   Purchase Order

A Purchase Order shall contain information as specified in the Purchase and Redemption Agreement and such other information as may be specified by the Servicer from time to time. The Purchaser shall submit payment to QCDT of the Purchase Price in accordance with the Purchase and Redemption Agreement. Any minimum amount of a Purchase Order shall be specified in Schedule "A" attached hereto.

Section 3.3   No Obligation to Act

The determination as to whether or not to accept or act on any Purchase Order remains at the sole discretion of the Servicer, acting on behalf of QCDT. Without limiting the generality of the foregoing, the Servicer may decline to act on any Purchase Order where, among other things, it believes that the issuance of QCAD Tokens pursuant to the Purchase Order would be contrary to Applicable Law, contravenes these QCAD Terms and Conditions or the applicable Purchase and Redemption Agreement or could otherwise expose QCDT to legal liability. If the Servicer decides for any reason not to act on a Purchase Order, it shall promptly so advise the relevant Authorized Participant in accordance with the Purchase and Redemption Agreement and refund the Purchase Price to the same account as the account from which payment was made.

Section 3.4   Completion of Purchase

If QCDT elects to act on a Purchase Order, the Purchase will be completed in accordance with the Purchase Order and the Purchase and Redemption Agreement. The Subject QCAD Tokens will be delivered to the Purchaser Wallet specified in the Purchase Order.

Section 3.5   Representations, Warranties and Acknowledgements of the Purchaser

By submitting a Purchase Order, the Authorized Participant represents and warrants to QCDT and the Servicer that:

(a)   the Authorized Participant has sufficient understanding of cryptographic tokens, token storage mechanisms (such as token wallets), and distributed ledger technology to understand these QCAD Terms and Conditions to appreciate the implications of purchasing and holding QCAD Tokens;

(b)   the Authorized Participant has read and acknowledges the "Risk Factors" contained in the QCAD Token prospectus, which is publicly available at www.stablecorp.ca or under QCDT's profile on SEDAR+ at www.sedarplus.ca;

(c)   such Person is not subject to Sanctions, and is not located in, and is not a citizen or resident of, any jurisdiction that is subject to Sanctions;

(d)   the Purchaser Wallet is a valid cryptocurrency wallet address and is an address exclusively controlled by the Purchaser;

(e)   it is purchasing the QCAD Tokens as principal for its own account and for its own use and not as agent for any other Person; and

(f)   acknowledges that the issuance of QCAD Tokens pursuant to a Purchase Order is irreversible.

Section 3.6   Representations and Warranties of QCDT

By accepting and executing a Purchase Order, QCDT represents and warrants to the Authorized Participant who submitted such Purchase Order that the Subject QCAD Tokens in such Purchase Order and the associated right of redemption represents a legal, valid and binding obligation of QCDT, enforceable in accordance with its terms.

ARTICLE 4
REDEMPTION

Section 4.1   Redemption by Qualified Holders

A Qualified Holder may, by Delivery to the Servicer, on behalf of QCDT, of a redemption request (a "**Redemption Request**") and by Delivery to the QCDT Wallet of the Subject QCAD Tokens, made in accordance with these Terms and Conditions and the Purchase and Redemption Agreement, request that the Servicer, acting on behalf of QCDT, redeem the Subject QCAD Tokens.

Section 4.2   Redemption Request

A Redemption Request shall contain information as specified in the Purchase and Redemption Agreement and such other information as may be specified by the Servicer from time to time. There is no minimum amount of QCAD Tokens that must be redeemed when submitting a Redemption Request.

Section 4.3   Declining to Act

(1)   The Servicer may decline to act upon a Redemption Request, if the Servicer determines, acting reasonably:

(a)   that the information contained in the Redemption Request is insufficient or incomplete;

(b)   that the Redemption Request has not been accurately transmitted or is not genuine; or

(c)   that acting upon the Redemption Request would be contrary to Applicable Law or any court order or other legal process.

(2)   The Servicer may, in its discretion, establish daily, weekly or monthly transaction limits, applicable for individual Redeemers, groups or classes of Redeemers, or all Redeemers. If such limits are established, the Servicer shall notify the affected Redeemers.

Section 4.4   Representations, Warranties and Acknowledgements of each Redeemer

By making a Redemption Request, each Redeemer of a QCAD Token represents and warrants to QCDT and the Servicer that:

(a)   such Redeemer is the legal and beneficial owner of the Subject QCAD Tokens with good and marketable title thereto free of any adverse claim;

(b)   the Delivery of the Subject QCAD Tokens to QCDT does not violate any restriction on transfer imposed by contract or under Applicable Law;

(c)   such Redeemer is not subject to Sanctions, and is not located in, and is not a citizen or resident of, any jurisdiction that is subject to Sanctions; and

(d)   the transfer of the Subject QCAD Tokens to QCDT is otherwise binding and irreversible.

Section 4.5   Completion of Redemption.

Payment by QCDT of the Reference Value in respect of Subject QCAD Tokens will be made in CAD to the account in Canada designated in the Redemption Request against Delivery to the Servicer, on behalf of QCDT, of the Subject QCAD Tokens.

Section 4.6   No Interest Accrual

Interest shall not accrue on QCAD Tokens and shall not be payable on nor as part of nor supplementary to the Reference Value. A Redeemer is not entitled to receive any interest, proceeds or income derived from the Reserve Assets.

ARTICLE 5
FORKS AND MIGRATION

Section 5.1   Forks

In the event that the underlying operating rules of the Supported Blockchain are upgraded or otherwise change in such a way as to result in the creation of more than one related version of the Supported Blockchain (each instance of any such change, a "**Fork**"), QCDT, acting reasonably, will determine which Fork to support and only QCAD on the supported Fork will thereafter constitute QCAD Tokens for purposes of these QCAD Terms and Conditions. QCDT will provide notice to Holders in advance of or concurrently with such determination via an update to its website located at www.stablecorp.ca.

ARTICLE 6
LIMITATION OF LIABILITY

Section 6.1   Lost, Stolen and Inaccessible QCAD Tokens

Each Holder is solely responsible for the safe and secure custody of its QCAD Tokens. Each Holder will implement reasonable and appropriate measures designed to secure access to: (i) any device connected with the email address associated with its or their account; (ii) private keys required to access the Purchaser Wallet, any other relevant Supported Blockchain address or its QCAD Tokens; and (iii) its username, password and any other login or identifying credentials. Neither QCDT nor the Servicer shall be responsible for, and shall not be required to replace, reinstate, or restore, any lost, stolen, wrongfully taken or inaccessible QCAD Tokens, whether or not due to the fault or negligence of the Holder. Notwithstanding any notice of any adverse claim, QCDT may treat any Holder with control of any QCAD Tokens as the absolute owner thereof and no Person other than the Holder with control of a QCAD Tokens shall have any claim against QCDT in respect of any amount owing to a Redeemer.

Section 6.2   Errors in Purchaser Wallet Addresses

Neither QCDT nor the Servicer is liable for any losses incurred by an Authorized Participant by reason of: (i) any error in a Purchaser Wallet Address; (ii) the Purchaser Wallet being inaccessible for any reason including, but not limited to, user error or a lost private key; (iii) unauthorized access to the Purchaser Wallet; or (iv) any unauthorized third-party activities, including without limitation the use or introduction of computer viruses, or other malware, phishing, spoofing or other means of attack.

Section 6.3   Taxes

(1)   Neither QCDT nor the Servicer is liable for any liability of any Holder on account of Taxes associated with or arising from the creation, purchase, ownership, use or redemption by such Holder of QCAD Tokens.

(2)   The Purchase Price payable by any Authorized Participant is exclusive of any and all applicable Taxes.

(3)   Each Authorized Participant and each Redeemer is solely responsible for determining what, if any, Taxes apply to any Purchase or Redemption. It is the responsibility of such Authorized Participant or such Redeemer to withhold, collect, report and remit the correct Taxes to the appropriate tax authorities. Neither QCDT nor the Servicer is responsible for withholding, collecting, reporting or remitting any Taxes arising from a Purchase or Redemption of QCAD Tokens.

(4)   Notwithstanding Section 6.3(3), if QCDT determines in good faith that it is obligated under Applicable Law to withhold and remit any amount on account of Taxes, QCDT is authorized to do so.

Section 6.4   Network Errors

Neither QCDT nor the Servicer is responsible for any losses, damages or liability incurred by a Holder by reason of any interruption or failure of the Supported Blockchain, any other platform or any other network or service provider.

Section 6.5   Errors in Transmission by Redeemer

Neither QCDT nor the Servicer is accountable for any QCAD Tokens until actually received by QCDT in the QCDT Wallet.

Section 6.6   Indemnification

(1)   To the fullest extent permitted by Applicable Law, each Person who purchases or redeems a QCAD Token, or who Delivers a Purchase Order or a Redemption Request, shall indemnify, defend and hold harmless QCDT, the Servicer and its affiliates or subsidiaries and their respective past, present and future directors, officers, employees and agents, and their respective successors and assigns (the "**QCDT Parties**") from and against all actual and threatened claims, lawsuits, demands, actions, proceedings, investigations (whether formal or informal), liabilities, obligations, judgments, damages, penalties, interests, fees, losses, expenses (including attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively "**Claims**") arising from or relating to: (i) such Person's improper or illegal acquisition, use or redemption of QCAD Tokens (including any acquisition, use or redemption in violation of Sanctions); (ii) any adverse claim asserted by a third party in respect of QCAD Tokens redeemed or submitted for redemption by such Person; (iii) any breach or violation of these QCAD Terms and Conditions by such Person; (iv) any inaccuracy in any representation or warranty made by such Person; or (v) any act or omission of such Person that is negligent, unlawful, or constitutes willful misconduct. The foregoing indemnity is in addition to, and not in lieu of, any other remedies that may be available to QCDT Parties under Applicable Law.

(2)   QCDT reserves the right to exercise sole control over the defence of any Claim subject to indemnification, at the expense of such Person.

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ARTICLE 7
FEES

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Section 7.1   Fees on Purchase and Redemption

QCDT and the Servicer do not currently charge any fees to an Authorized Participant on Purchase or to a Redeemer in connection with a Redemption.

Section 7.2   Banking Fees

Each Authorized Participant and Redeemer may incur banking fees associated with their own financial institution. QCDT and the Servicer will not pass on their own banking fees except as explicitly outlined in any Purchase and Redemption Agreement.

Section 7.3 **Right to Change Fees and Fee Structure**

QCDT does not currently charge QCAD Holders any fees in connection with the purchase or redemption of QCAD Tokens. In the event that QCDT implements a fee in connection with the purchase or redemption of QCAD Tokens, they shall provide a minimum of 30 days notice prior to charging any fees in the manner prescribed by Section 8.4. An updated copy of these QCAD Terms and Conditions shall concurrently be made available at www.stablecorp.ca.

ARTICLE 8
GENERAL

Section 8.1 **Amendments**

(1)   These QCAD Terms and Conditions may be amended by QCDT, at any time and from time to time, without the consent of any Holder or Authorized Participant, for any reason; provided that, in the reasonable opinion of QCDT, the amendment would not adversely affect the Redemption of any QCAD Tokens then outstanding.

(2)   In the event of such amendment, QCDT shall provide 30 days prior notice of such amendment to the Holders in the manner prescribed by Section 8.4 and, 30 days following such notice, these QCAD Terms and Conditions shall be deemed to be so amended.

Section 8.2 **Severance**

In the event that any provision of these QCAD Terms and Conditions is determined to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall remain in full force and effect.

Section 8.3 **Governing Law**

These QCAD Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 8.4 **Notices**

(1)   Unless herein otherwise expressly provided, any notice to be given hereunder to an Authorized Participant or Qualified Holder shall be deemed to be validly given if such notice is sent to the electronic address provided by such Authorized Participant or Qualified Holder in its Purchase and Redemption Agreement.

(2)   Unless herein otherwise expressly provided, any notice to be given hereunder to a Holder, other than an Authorized Participant or Qualified Holder, shall be deemed to be validly given if such notice is published once in a widely circulated edition of a French language Quebec newspaper and in the national edition of a widely circulated edition of an English language Canadian newspaper.

(3)   Any notice to QCDT under any provision hereof shall be valid and effective if given by email to the following address: operations@stablecorp.ca.

SUPPLEMENTARY TERMS AND DESIGNATIONS

1.   **"Supported Blockchain"** means any of the following blockchain platforms:

Solana, Ethereum, Algorand and Stellar

2.   **Minimum amount of a Purchase Order**:

Not applicable