

No securities regulatory authority has expressed an opinion about these QCAD Tokens and it is an offence to claim otherwise.

PROSPECTUS DATED DECEMBER 21, 2025 IN THE PROVINCE OF QUÉBEC AND AN AMENDED AND RESTATED FINAL PROSPECTUS DATED DECEMBER 21, 2025 AMENDING AND RESTATING THE FINAL PROSPECTUS DATED NOVEMBER 20, 2025, IN ALL THE PROVINCES AND TERRITORIES, EXCEPT QUÉBEC

Continuous Offering

December 21, 2025



QCAD DIGITAL TRUST as the issuer of QCAD TOKENS

Canadian \$1.00 per QCAD Token

Unlimited

This prospectus qualifies for distribution an unlimited number of QCAD Tokens during the period that this prospectus remains effective. QCAD Tokens are blockchain-based tokens that fall within the category of crypto assets defined by Canadian securities regulators as Value-Referenced Crypto Assets or “VRCAs”. A VRCA is a digital asset that is designed to maintain a stable value over time by referencing the value of an equivalent value of a fiat currency or any other value or right, or combination thereof. Each QCAD Token is issued and redeemed in exchange for one Canadian dollar (“1 CAD”) and is designed to maintain a stable value equivalent to 1 CAD. There is no minimum or maximum number of QCAD Tokens that may be issued.

QCAD Tokens are issued by QCAD Digital Trust (the “**Issuer**”). The Issuer is a special purpose trust established under the laws of the province of Ontario. Odyssey Trust Company is the trustee of the Issuer, and the provisions and features of the trust are set forth in a trust agreement dated as of May 1, 2025 (the “**Trust Agreement**”). The Issuer has been established for the sole purpose of: (i) holding registered title to the Trust Property; and (ii) maintaining the Reserve Assets (as all such terms are defined herein). This prospectus has been filed in order to seek to comply with a unique interim regulatory framework for VRCAs, which is currently only applicable in Canada. This prospectus provides important information to QCAD Holders about the Issuer and the key features of QCAD Tokens, including their rights and risks when trading QCAD Tokens.

QCAD Tokens are not the same as, and are riskier than, holding cash in a bank account or in an account with a crypto asset trading platform. Although a QCAD Token may be referred to as a “stablecoin”, there is no guarantee that QCAD Tokens will maintain a stable value when traded on secondary markets. Only Qualified Holders (as defined herein) are permitted to redeem QCAD Tokens for Canadian dollars from the Issuer through the Servicer. Further, while the Issuer shall seek to ensure that the fair value of the Reserve Assets is always equivalent to the value of QCAD Tokens in circulation, there is no guarantee that the liquidation value of the Reserve Assets will be adequate to satisfy all redemption requests. QCAD Holders are not entitled to receive distributions or any form of passive income on their QCAD Tokens. QCAD Tokens are not designed to appreciate in value. QCAD Holders should not expect to profit from their holdings in QCAD Tokens based on the efforts of the Servicer or any other person.

Stablecorp Digital Currencies Inc. (the “**Servicer**”), a corporation established under the federal laws of Canada and which is based in Toronto, Ontario, is the administrator and servicing agent of the Issuer pursuant to a servicing and administration agreement dated as of May 1, 2025 (the “**QCAD Servicing Agreement**”). Pursuant to the QCAD Servicing Agreement, the Servicer is responsible for managing the QCAD Program (as defined herein), which includes overseeing the issuance and redemption of QCAD Tokens, which activities are also referred to and result in the “minting” and “burning” of QCAD Tokens. The Servicer is a money services business permitted to conduct virtual currency dealings and is registered with the Financial Transactions and Reports Analysis Centre of Canada. The Servicer is a wholly owned subsidiary of Canada Stablecorp Inc. (“**Stablecorp**”), a corporation established under the federal laws of Canada.

Stablecorp is a Canadian technology company that leverages blockchain technology to enhance the financial services and payment experience, as well as the associated payment support solutions for individual and corporate users.

See “Organization and Management Details” for more information regarding the Issuer, the Servicer and Stablecorp.

Purpose of QCAD Tokens

QCAD Tokens are multi-chain digital assets currently available on the Ethereum, Solana, Algorand and Stellar blockchains. QCAD Tokens may also become available on other blockchains that meet the technical specifications and other due diligence requirements of the Servicer. QCAD Tokens can be used as a method of payment, as a store of value or to facilitate the trading, borrowing and lending of other digital assets. Other associated uses of QCAD Tokens may include:

1. as an “onchain” (recorded to the associated blockchain) foreign exchange solution enabling more efficient global flow of assets;
2. as a Canadian transfer/payment rail that is uniquely affordable and fast; and
3. as a CAD-denominated bridge asset enabling the efficient and timely transfer of value between digital assets and fiat currency.

QCAD Tokens are intended to provide the holders thereof with the ability to conduct transactions within a digitally native environment using blockchain technology to securely record the transactions in an immutable, transparent and auditable manner.

Although the CSA’s interim regulatory approach in respect of VRCAs states that Fiat-Backed Crypto Assets generally meet the definition of “security” and/or “derivative” in several jurisdictions, it is possible that future regulatory changes in Canada may affect the manner in which Fiat-Backed Crypto Assets, including QCAD Tokens, are regulated. There is no guarantee that all use cases for QCAD Tokens or Fiat-Backed Crypto Assets will achieve mainstream adoption. See “Risk Factors – Risks Associated with Holding and Using Digital Assets – Uncertain Regulatory Framework”.

Purchase and Redemption of QCAD Tokens

QCAD Tokens are offered on a continuous basis and there is no minimum or maximum number of QCAD Tokens that may be issued. Authorized Participants (as defined herein) will be able to purchase QCAD Tokens from the Issuer through the Servicer on a 1:1 basis (i.e., 1 QCAD is equal to 1 CAD). Similarly, Qualified Holders will be able to redeem QCAD Tokens from the Issuer through the Servicer on a 1:1 basis. QCAD Tokens are divisible and can be purchased and redeemed in increments of up to two decimal places. The Issuer will direct the Servicer to “mint” or “burn” (as applicable) the appropriate number of QCAD Tokens in accordance with the QCAD Servicing Agreement.

For every QCAD Token to be minted, an equivalent amount in fiat currency is transferred to the Reserve Account (as defined herein). Once the fiat currency has been confirmed as received in the Reserve Account, the equivalent amount of QCAD Tokens are created on the public blockchain, in a process known as “minting”. No QCAD Token will ever be minted prior to the fiat currency being confirmed as received in the Reserve Account.

For every QCAD Token redeemed, an equivalent amount of QCAD Tokens will be permanently destroyed in a process known as “burning”. Following the burning process, the equivalent amount of fiat currency will be transferred to the Authorized Participant or Qualified Holder. No fiat currency will ever be transferred to an Authorized Participant or Qualified Holder from the Reserve Account without confirmation that a corresponding number of QCAD Tokens have been burned.

See “Purchases of QCAD Tokens – Purchasing QCAD Tokens” and “Redemption of QCAD Tokens – Redemptions by Qualified Holders” for more details.

Additional Considerations

No underwriter has been involved in the preparation of this prospectus or has performed any review of the contents of this prospectus. The Issuer has received an exemption from the requirement to include a certificate of an underwriter in this prospectus. Authorized Participants are not underwriters in connection with the distribution of QCAD Tokens under this prospectus.

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 will be dependent upon the adequacy of the Reserve Account and the ability of the Servicer to process redemptions. Market conditions may also make it difficult or impossible for the Servicer to redeem QCAD Tokens in a timely manner. QCAD Holders are not protected by deposit insurance.

The description of QCAD Tokens in this prospectus does not apply to any “QCAD” issued prior to the date of the prospectus. As such, holders of those tokens must contact Stablecorp to arrange for those tokens to be redeemed and burned. The reserve of assets associated with any “QCAD” issued prior to the date of the prospectus will be held in a separate custodial account and not comingled with the Reserve Assets.

For a discussion of the risks associated with a purchase of QCAD Tokens, see “Risk Factors” below.

QCAD Tokens are not a “qualified investment” within the meaning of the Tax Act for Registered Plans.

Additional information about QCAD Tokens is available in certain documents that are incorporated by reference into, and legally form an integral part of, this prospectus. See “Documents Incorporated by Reference” below.

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GLOSSARY OF TERMS

Unless otherwise indicated, all references to dollar amounts in this prospectus are to Canadian dollars and all references to times in this prospectus are to Toronto time.

1 CAD – means one dollar (\$1.00) in the lawful currency of Canada.

1 QCAD – means one (1) QCAD Token.

Allowable Capital Loss – has the meaning given to it under “Income Tax Considerations – Taxation of QCAD Holders – Taxation of Capital Gains and Capital Losses”.

Annual Financial Statements – has the meaning given to it under “Description of the QCAD Program – How QCAD Tokens Work – Maintaining Sufficient Reserve Assets”.

AP Initial Term – has the meaning given to it under “Material Contracts – Form of Purchase and Redemption Agreement”.

AP Renewal Term – has the meaning given to it under “Material Contracts – Form of Purchase and Redemption Agreement”.

API – means application programming interface.

Auditor – means the auditor of the Issuer who is currently Davidson & Company LLP, having a principal address at 1200 – 609 Granville Street, Vancouver, BC V7Y 1G6.

Authorized Participant – means any eligible entity that has entered into a QCAD Purchase and Redemption Agreement with the Servicer, on behalf of the Issuer.

Budget 2025 – has the meaning given to it under “Description of the QCAD Program – Introduction to VRCAs and QCAD Tokens”.

Canadian Securities Legislation – means the applicable securities legislation in force in each province and territory of Canada, all regulations, rules, orders and policies made thereunder, and all multilateral and national instruments adopted by the Securities Regulatory Authorities.

CRA – means the Canada Revenue Agency.

CSA – means the Canadian Securities Administrators.

CTPs – means crypto asset trading platforms that are registered in Canada with one or more members of the CSA.

Custodian – means Tetra in its capacity as Custodian under the Custodian Agreement.

Custodian Agreement – means the custodianship agreement dated May 1, 2025 between the Servicer, in its capacity as administrator and servicing agent of the Issuer, and the Custodian, as it may be amended from time to time.

DPSPs – means deferred profit-sharing plans, as defined in the Tax Act.

Expenses – has the meaning given to it under “Fees and Expenses – Fees and Expenses Payable by the Issuer – Operating Expenses”.

FHSAs – means first home savings accounts, as defined in the Tax Act.

Fiat-Backed Crypto Asset – means a VRCA that intends to replicate the value of a single currency with an underlying fiat currency-based reserve that may or may not be in a segregated account. QCAD Tokens are VRCA's for which the Reserve Assets are held in segregated accounts with Canadian financial institutions.

FINTRAC – means the Financial Transactions and Reports Analysis Centre of Canada.

GST – means the goods and services tax imposed under the *Excise Tax Act, Part IX* (Canada) that is applicable in certain provinces of Canada.

HST – means the harmonized sales tax imposed under the *Excise Tax Act, Part IX* (Canada) that is applicable in certain provinces of Canada.

Initial Audited Financial Statements – means the audited financial statements of the Issuer attached hereto as Schedule “A”, which comprise the statement of financial position as at October 31, 2025 and the statement of trustee’s equity for the period then ended, together with the notes thereto and the report of the Auditor thereon.

Initial Term – has the meaning given to it under “Material Contracts – QCAD Servicing Agreement”.

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

Issuer – means QCAD Digital Trust, a special purpose trust established under the laws of the province of Ontario.

Material Contracts – means the contracts listed under “Material Contracts”.

Monthly Attestation – means the monthly assurance report by the Auditor that the Reserve Assets are at least equal to the amount of QCAD Tokens in circulation as of the end of the month and on at least one randomly selected day during the month.

MSB – means an entity that is registered with FINTRAC as a Money Services Business.

NI 31-103 – means National Instrument 31-103 *Registration Requirements, Exemptions, and Ongoing Registrant Obligations*.

OSFI – means the Office of the Superintendent of Financial Institutions.

OTC – means over the counter.

QCAD Holder – means a holder of QCAD Tokens.

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

QCAD Purchase and Redemption Agreement – means an agreement between the Servicer, on behalf of the Issuer, 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.

QCAD Servicing Agreement – has the meaning given to it under “Overview of the Structure of the Issuer and the Servicer”.

QCAD Terms and Conditions – means the terms and conditions associated with the redemption of QCAD Tokens by Qualified Holders, as published from time to time by Stablecorp.

QCAD Tokens – means the QCAD tokens, which are blockchain-based tokens that fall within the category of crypto assets defined by Canadian securities regulators as VRCA and are qualified for distribution by this prospectus.

Qualified Holder – means an Institutional Qualified Holder or a Retail Qualified Holder.

RDSPs – means registered disability savings plans, as defined in the Tax Act.

Reference Value – means 1 CAD.

Registered Plans – means, collectively, RRSPs, RRIFs, DPSPs, RDSPs, RESPs, FHSAs and TFSA.

Renewal Term – has the meaning given to it under “Material Contracts – QCAD Servicing Agreement”.

Reserve Account – has the meaning given to it under “Description of the QCAD Program – How QCAD Tokens Work – Maintaining Sufficient Reserve Assets”.

Reserve Assets – means the assets held by the Issuer and managed by the Servicer as described under “Description of the QCAD Program – How QCAD Tokens Work – Maintaining Sufficient Reserve Assets”.

Resident Holder – has the meaning given to it under “Income Tax Considerations”.

RESPs – means registered education savings plans, as defined in the Tax Act.

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

RRIFs – means registered retirement income funds, as defined in the Tax Act.

RRSPs – means registered retirement savings plans, as defined in the Tax Act.

Securities Regulatory Authorities – means the securities commission or similar regulatory authority in each province and territory of Canada that is responsible for administering the Canadian Securities Legislation in force in such province or territory.

SEDAR+ – means the System for Electronic Document Analysis and Retrieval Plus.

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.

Service Fee – has the meaning given to it under “Fees and Expenses – Fees and Expenses Payable by the Issuer – Service Fees”.

Service Fee Payment – has the meaning given to it under “Fees and Expenses – Fees and Expenses Payable by the Issuer – Service Fees”.

Stablecorp – means Canada Stablecorp Inc., a corporation established under the federal laws of Canada and which is based in Toronto, Ontario.

Staff Notice 21-332 – means CSA Staff Notice 21-332 *Crypto Asset Trading Platforms: Pre-Registration Undertakings – Changes to Enhance Canadian Investor Protection*.

Staff Notice 21-333 – means CSA Staff Notice 21-333 *Crypto Asset Trading Platforms: Terms and Conditions for Trading Value-Referenced Crypto Assets with Clients*.

Supported Blockchains – has the meaning given to it under “Purpose of QCAD Tokens”.

Tax Act – means the *Income Tax Act* (Canada) and the regulations thereunder, as amended from time to time.

Taxable Capital Gain – has the meaning given to it under “Income Tax Considerations – Taxation of QCAD Holders – Taxation of Capital Gains and Capital Losses”.

Tetra – means Tetra Trust Company.

TFSAs – means tax-free savings accounts, as defined in the Tax Act.

Trust Agreement – has the meaning given to it under “Overview of the Structure of the Issuer and the Servicer”.

Trust Property – means the property and assets of the Issuer, including the Reserve Assets.

Trustee – means Odyssey Trust Company.

Undertaking – means the Issuer’s undertaking in respect of QCAD Tokens dated November 20, 2025, which was filed with the CSA in accordance with Staff Notice 21-333.

USD – means the lawful currency of the United States of America.

VRCAs – means Value Referenced Crypto Assets, a digital asset that is designed to maintain a stable value over time by referencing the value of an equivalent value of a fiat currency or any other value or right, or combination thereof.

PROSPECTUS SUMMARY

The following is a summary of the principal features of the QCAD Tokens offered hereby and should be read together with the more detailed information and statements contained elsewhere in this prospectus or incorporated by reference in this prospectus.

Certain general information contained in this prospectus regarding Value-Referenced Crypto Assets, digital asset trading platforms and certain digital asset networks has been obtained from publicly available information from third party sources. While the Servicer believes such sources are reliable, the Servicer has not verified the accuracy or completeness of any information contained in such publicly available information. In addition, the Servicer has not determined if there has been any omission by any such third party to disclose any facts, information or events which may have occurred prior to or subsequent to the date as of which any such information became publicly available or which may affect the significance or accuracy of any information contained in any such information and summarized herein.

Issuer: **QCAD Digital Trust (the “Issuer”)**

QCAD tokens (each, a “**QCAD Token**”) are issued by the Issuer. The Issuer is a special purpose trust established under the laws of the province of Ontario. Odyssey Trust Company is the trustee of the Issuer and the provisions and features of the trust are set forth in a trust agreement dated as of May 1, 2025 (the “**Trust Agreement**”). As per the Trust Agreement, the Issuer was established for the sole purpose of: (i) holding registered title to the Trust Property; and (ii) maintaining the Reserve Assets.

Offering: This prospectus provides important information to QCAD Holders about the Issuer and the key features of QCAD Tokens, including the rights and risks of QCAD Holders when trading QCAD Tokens.

QCAD Tokens are blockchain-based tokens that fall within the category of crypto assets defined by Canadian securities regulators as Value-Referenced Crypto Assets or “**VRCA**”. A VRCA is a digital asset that is designed to maintain a stable value over time by referencing the value of an equivalent value of a fiat currency or any other value or right, or combination thereof. Each QCAD Token is designed to maintain a stable value equivalent to one Canadian dollar (“**1 CAD**”). QCAD Tokens are purchased and redeemed in Canadian dollars.

Continuous Distribution: QCAD Tokens are offered on a continuous basis and there is no minimum or maximum number of QCAD Tokens that may be issued. Authorized Participants (as defined herein) will be able to purchase QCAD Tokens from the Issuer through the Servicer on a 1:1 basis (i.e., 1 QCAD is equal to 1 CAD). Similarly, Qualified Holders (as defined herein) will be able to redeem QCAD Tokens from the Issuer through the Servicer on a 1:1 basis. QCAD Tokens are divisible and can be purchased and redeemed in increments of up to two decimal places. The Issuer will direct the Servicer to “mint” or “burn” (as applicable) the appropriate number of QCAD Tokens in accordance with the QCAD Servicing Agreement. See “Purchases of QCAD Tokens – Purchasing QCAD Tokens” and “Redemption of QCAD Tokens – Redemptions by Qualified Holders” for more details.

Authorized Participants: Within Canada, Authorized Participants will be CTPs. Outside of Canada, Authorized Participants are expected to include crypto asset trading platforms, OTC liquidity providers, merchants and other institutional market participants that have satisfied the Servicer’s onboarding criteria, which includes financial and reputational due diligence and confirming registration status (as applicable). The Servicer takes commercially reasonable efforts to verify, at the time of onboarding and on a reasonably periodic basis thereafter, that each Authorized Participant is in material compliance with the laws in Canada.

Authorized Participants are not underwriters of QCAD Tokens.

End Users of QCAD Tokens:

Authorized Participants may sell QCAD Tokens to end users and may charge brokerage commissions on such sales. QCAD Holders that purchase QCAD Tokens from Authorized Participants may withdraw QCAD Tokens from accounts with CTPs into self-hosted wallets, send and receive payments in QCAD Tokens and transfer QCAD Tokens on a peer-to-peer basis. QCAD Holders do not have the right to redeem QCAD Tokens from the Issuer (through the Servicer) unless they are a Qualified Holder. A QCAD Holder may become a Qualified Holder as described below under “Redemption of QCAD Tokens – Redemptions by Qualified Holders”.

Special Considerations for Purchasers:

The Servicer, on behalf of the Issuer, has obtained exemptive relief from the Securities Regulatory Authorities from certain requirements under Canadian Securities Legislation that would typically be applicable to reporting issuers. For a summary of the exemptive relief obtained by the Issuer, see “Exemptions”.

Distributions:

The Issuer anticipates that its expenses will be equal to or will exceed its income such that it does not expect to be liable for tax in a taxation year. In the event that the Issuer has net income and/or net realized capital gains in a particular taxation year, the Trust Agreement requires that the Issuer distributes its net income and net realized capital gains for each taxation year to the Servicer, in its capacity as a beneficiary, to such an extent that the Issuer will not be liable in respect of the taxation year for ordinary income tax. Other than the aforementioned distribution, if applicable, there is currently no intention to pay or distribute any amounts received by the Issuer. For greater certainty, a QCAD Holder is not entitled to any distributions in respect of the revenues that are generated by the Reserve Assets.

See “Distribution Policy”.

Purchase and Redemptions:

QCAD Tokens are offered on a continuous basis and there is no minimum or maximum number of QCAD Tokens that may be issued. Authorized Participants will be able to purchase QCAD Tokens from the Issuer through the Servicer on a 1:1 basis (i.e., 1 QCAD is equal to 1 CAD). Similarly, Qualified Holders may, subject to certain conditions, redeem QCAD Tokens from the Issuer through the Servicer on a 1:1 basis. QCAD Tokens are divisible and can be purchased and redeemed in increments of up to two decimal places. The Issuer will direct the Servicer to “mint” or “burn” (as applicable) the appropriate number of QCAD Tokens in accordance with the QCAD Servicing Agreement. See “Purchases of QCAD Tokens – Purchasing QCAD Tokens” and “Redemption of QCAD Tokens – Redemptions by Qualified Holders” for more details.

Fees and Expenses:

The Issuer and the Servicer do not currently charge QCAD Holders any fees in connection with the purchase or redemption of QCAD Tokens. In the event the Issuer or Servicer implement 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. An updated copy of the QCAD Terms and Conditions shall concurrently be made available on the Stablecorp website (www.stablecorp.ca) and under the Issuer’s profile on SEDAR+ at www.sedarplus.ca.

Authorized Participants may charge fees for the sale of QCAD Tokens. Any such fees will be funded directly between the purchaser and the Authorized Participant and shall not be deducted from the Reference Value or the Reserve Assets.

Pursuant to the QCAD Servicing Agreement, in consideration for the services provided by the Servicer, the Issuer shall pay to the Servicer an annual servicer fee equal to 1.00% per annum of the Reserve Assets of the Issuer (the “**Service Fee**”). The Service Fee shall be paid to the Servicer by the Issuer on a monthly basis (the “**Service Fee Payment**”). The Service Fee shall be used to fund the costs associated with administering the QCAD Program, as well as the development of additional products and related technologies. The Servicer may pay a portion

of its Service Fee to certain Institutional Qualified Holders as compensation for the technology infrastructure and other costs of making QCAD Tokens available on their platforms.

The Servicer, on behalf of the Issuer, will be responsible for paying the Expenses. See “Fees and Expenses – Fees and Expenses Payable by the Issuer”.

Documents Incorporated by Reference:

Additional information about QCAD Tokens is available in certain documents that are incorporated by reference into, and legally form an integral part of, this prospectus. These documents are publicly available on Stablecorp’s website at www.stablecorp.ca and may be obtained upon request, at no cost, by emailing Stablecorp at info@stablecorp.ca. These documents and other information about the QCAD Program are publicly available under the Issuer’s profile on SEDAR+ at www.sedarplus.ca. See “Documents Incorporated by Reference”.

Risk Factors:

The following are certain risks relating to the QCAD Program which prospective purchasers should consider before purchasing QCAD Tokens. A copy of these risk factors is also available on the Stablecorp website at www.stablecorp.ca.

Risks Associated with QCAD Tokens

- (a) Risk of Secondary Market Price Dislocation
- (b) “Run” Risk or Redemption Risk
- (c) No Deposit Insurance Available for Reserve Assets
- (d) Management Risk and Custodianship Risk
- (e) Bankruptcy of the Servicer or the Issuer Risk
- (f) Conflicts of Interest Risk
- (g) Blockchain Network Third-party Platform Risk
- (h) Improper Transfers
- (i) Reliance on the Servicer
- (j) Inability to Raise Additional Capital
- (k) Non-Investment Fund Issuer
- (l) Termination of the Issuer
- (m) Suspension of Redemptions
- (n) Dependence of QCAD Tokens on the Internet
- (o) Competition in the Industry
- (p) Risks Related to the Issuer, the Servicer and Personnel

Risks Associated with Holding and Using Digital Assets

- (a) Short History Risk
- (b) Potential Decrease in Global Demand for Digital Assets
- (c) Cyber Security Risk
- (d) Financial Institutions may Refuse to Support Transactions Involving Digital Assets
- (e) Tax Risk
- (f) Uncertain Regulatory Framework
- (g) Loss of “Private Keys”

Risks Associated with Blockchain Networks

- (a) Dependence on Network Developers
- (b) Issues with the Cryptography Underlying the Blockchain Networks
- (c) Disputes on the Development of a Network may lead to Delays in the Development of the Network
- (d) A Blockchain may Temporarily or Permanently Fork and/or Split
- (e) Dependence on the Internet
- (f) Risk if an Entity Gains a 51% Share of a Network
- (g) Attacks on the Network

See “Risk Factors”.

Income Tax Considerations: Please refer to the general summary regarding the Canadian federal income tax considerations in connection with the acquisition, holding and disposition of QCAD Tokens, as set out under the heading “Income Tax Considerations” below. **The summary does not constitute legal advice and each purchaser should seek independent legal advice from their respective tax advisors.**

Taxation of Registered Plans: QCAD Tokens are not a “qualified investment” within the meaning of the Tax Act for Registered Plans.

See “Income Tax Considerations”.

Organization and Management Details

Servicer: Stablecorp Digital Currencies Inc. (the “**Servicer**”), a corporation established under the federal laws of Canada and which is based in Toronto, Ontario, is the administrator and servicing agent of the Issuer pursuant to a servicing and administration agreement dated as of May 1, 2025 (the “**QCAD Servicing Agreement**”). Pursuant to the QCAD Servicing Agreement, the Servicer is responsible for managing the QCAD Program (as defined herein), which includes overseeing the issuance and redemption of QCAD Tokens, which activities are also referred to as “minting” and “burning” of QCAD Tokens. The Servicer is a MSB permitted to conduct virtual currency dealings and is registered with FINTRAC. The Servicer is a wholly owned subsidiary of Canada Stablecorp Inc. (“**Stablecorp**”), a corporation established under the federal laws of Canada. The head office and principal place of business of the Servicer is 477 Richmond Street West, Unit 703, Toronto, Ontario M5V 3E7.

Custodian: Tetra Trust Company is the custodian of the assets of the Issuer and has been given the authority to appoint sub-custodians. The address of the Custodian is Suite 425 – 441 5th Avenue SW, Calgary, Alberta T2P 2V1. The Custodian is entitled to receive fees from the Issuer as described under “Fees and Expenses – Fees and Expenses Payable by the Issuer – Operating Expenses” and to be reimbursed for all expenses and liabilities that are properly incurred by the Custodian in connection with activities relating to the QCAD Program. See “Organization and Management Details – Custodian”.

Trustee: Odyssey Trust Company, at its principal offices in Toronto, Ontario, is the trustee of the Issuer. See “Organization and Management Details – Trustee”.

Auditor: Davidson & Company LLP, having a principal address at 1200 – 609 Granville Street, Vancouver, BC V7Y 1G6, is the auditor of the Issuer. See “Organization and Management Details – Auditor”.

OVERVIEW OF THE STRUCTURE OF THE ISSUER AND THE SERVICER

The Issuer is a special purpose trust established under the laws of the province of Ontario. Odyssey Trust Company is the trustee of the Issuer and the provisions and features of the trust are set forth in a trust agreement dated as of May 1, 2025 (the “**Trust Agreement**”). As per the Trust Agreement, the Issuer was established for the sole purpose of: (i) holding registered title to the Trust Property; and (ii) maintaining the Reserve Assets.

The Servicer, a corporation established under the federal laws of Canada and which is based in Toronto, Ontario, is the administrator and servicing agent of the Issuer pursuant to a servicing and administration agreement dated as of May 1, 2025 (the “**QCAD Servicing Agreement**”). Pursuant to the QCAD Servicing Agreement, the Servicer is responsible for managing the QCAD Program, which includes overseeing the issuance and redemption of QCAD Tokens, which activities are also referred and result in the “minting” and “burning” of QCAD Tokens. The Servicer is a MSB permitted to conduct virtual currency dealings and is registered with FINTRAC. The Servicer is a wholly owned subsidiary of Stablecorp, a corporation established under the federal laws of Canada. The head office and principal place of business of the Servicer is 477 Richmond Street West, Unit 703, Toronto, Ontario M5V 3E7.

Stablecorp is a Canadian technology company that leverages blockchain technology to enhance the financial services experience for individual and corporate users and the solutions that seek to support them.

PURPOSE OF QCAD TOKENS

QCAD Tokens are multi-chain digital assets currently available on the Ethereum, Solana, Algorand and Stellar blockchains (collectively, the “**Supported Blockchains**”). QCAD Tokens may also become available on other blockchains that meet the technical specifications and other due diligence requirements of the Servicer. QCAD Tokens can be used as a method of payment, as a store of value, or to facilitate the trading, borrowing and lending of other digital assets. Other associated uses of QCAD Tokens may include:

1. as an “onchain” (recorded to the associated blockchain) foreign exchange solution enabling more efficient global flow of assets;
2. as a Canadian transfer/payment rail that is uniquely affordable and fast; and
3. as a CAD-denominated bridge asset enabling the efficient and timely transfer of value between digital assets and fiat currency.

QCAD Tokens are intended to provide the holders thereof with the ability to conduct transactions within a digitally native environment using blockchain technology to securely record the transactions in an immutable, transparent and auditable manner.

There is no guarantee that all use cases for QCAD Tokens or Fiat-Backed Crypto Assets will achieve mainstream adoption. See “Risk Factors – Risks Associated with Holding and Using Digital Assets – Uncertain Regulatory Framework”.

QCAD Holders are not entitled to receive distributions or any form of passive income on their QCAD Tokens. QCAD Tokens are not designed to appreciate in value. QCAD Holders should not expect to profit from their holdings in QCAD Tokens based on the efforts of the Servicer or any other person.

DESCRIPTION OF THE QCAD PROGRAM

Introduction to VRCA and QCAD Tokens

Pursuant to Staff Notice 21-332, a VRCA is a digital asset that is designed to maintain a stable value over time by referencing the value of an equivalent value of a fiat currency or any other value or right, or combination thereof. The mechanism through which a VRCA is designed to maintain its value, also commonly known as its “peg” to the reference value, may be through maintaining a reserve of assets or through an algorithm coded into a smart contract.

A VRCA that intends to replicate the value of a single currency with an underlying fiat currency-based reserve that may or may not be in a segregated account is referred to as a Fiat-Backed Crypto Asset.

QCAD Tokens are Fiat-Backed Crypto Assets and are designed to maintain a stable value over time by referencing the value of an equivalent number of Canadian dollars. QCAD Tokens are currently available on the Supported Blockchains. As described above, QCAD Tokens can be used as a method of payment or to facilitate the trading, borrowing and lending of other digital assets. Each QCAD Token is designed to maintain a stable value equivalent to 1 CAD. QCAD Tokens are purchased and redeemed in Canadian dollars.

In accordance with the expectations set out in Staff Notice 21-333, the Issuer has filed the Undertaking with the CSA. The Undertaking sets out certain representations of and commitments by the Issuer to the CSA in respect of QCAD Tokens. The Undertaking is publicly available on the CSA's website.

This prospectus provides important information to QCAD Holders about the Issuer and the key features of QCAD Tokens, including their rights and risks when trading QCAD Tokens. It has been filed to address the consumer protection concerns that underpin the CSA's interim regulatory approach in respect of VRCA's. No legislature or court in Canada has passed legislation or made a judicial decision that Fiat-Backed Crypto Assets are securities and, other than Staff Notice 21-332 and Staff Notice 21-333, to date there have been no specific rules or policy statements published by member jurisdictions of the CSA specifically regulating Fiat-Backed Crypto Assets. Accordingly, the Issuer, the Servicer and Stablecorp are of the view that QCAD Tokens and other Fiat-Backed Crypto Assets should be regulated as payment instruments under a prudential framework, which is consistent with regulatory approaches being taken in many other jurisdictions.

On April 4, 2025, the Division of Corporation Finance of the U.S. Securities Commission issued a statement on stablecoins affirming its view that the offer and sale of "Covered Stablecoins" does not involve the offer and sale of securities within the meaning of applicable U.S. securities laws and that persons involved in the minting or redeeming of Covered Stablecoins do not need to register those transactions or seek registration (or an exemption therefrom) pursuant to applicable U.S. securities laws. "Covered Stablecoins" are stablecoins designed to maintain a stable value relative to USD, on a one-for-one basis, can be redeemed for USD on a one-for-one basis (i.e., one stablecoin to one USD), and are backed by assets held in a reserve that are considered low-risk and readily liquid with a USD-value that meets or exceeds the redemption value of the stablecoins in circulation.

On June 26, 2025, OSFI, the Canadian federal banking regulator, advised that it is currently working on a legislative framework for stablecoins that will apply to federally regulated financial institutions and which framework will include regulations regarding reserve standards, liquidity requirements, redemption terms, disclosure requirements and audit requirements for issuers of stablecoins.

On November 4, 2025, the Government of Canada tabled the 2025 federal budget ("**Budget 2025**"). Budget 2025 underscores the Canadian government's focus on modernizing financial sector regulation, including the regulation of Fiat-Backed Crypto Assets. Budget 2025 proposes legislation, administered by the Bank of Canada, to regulate the issuance of Fiat-Backed Crypto Assets in Canada. Related amendments to the *Retail Payments Activities Act* would capture these activities to regulate payment service providers carrying out payment functions using prescribed stablecoins. Pursuant to Budget 2025, the stablecoin framework will likely impose reserve, custody, and operational requirements, as it will require issuers to maintain and manage adequate asset reserves, establish redemption policies, implement risk management frameworks, and protect the sensitive and personal information of Canadians. The stablecoin regulatory framework will also include national security safeguards. It is unclear as to how the proposed federal regulation will intersect with the current provincial securities regulatory position that Fiat-Backed Crypto Assets are considered to be securities and/or derivatives.

Various global jurisdictions, including the European Union, Singapore, the United Kingdom and the United States seek to regulate Fiat-Backed Crypto Assets as payment instruments under a prudential framework. Although the CSA's interim regulatory approach in respect of VRCA's states that Fiat-Backed Crypto Assets generally meet the definition of "security" and/or "derivative" in several jurisdictions, it is possible that future regulatory changes in Canada may affect the manner in which Fiat-Backed Crypto Assets, including QCAD Tokens, are regulated. See "Risk Factors – Risks Associated with Holding and Using Digital Assets – Uncertain Regulatory Framework".

How QCAD Tokens Work

Purchasing and Redeeming QCAD Tokens

QCAD Tokens are offered on a continuous basis and there is no minimum or maximum number of QCAD Tokens that may be issued. Authorized Participants will be able to purchase QCAD Tokens from the Issuer through the Servicer on a 1:1 basis (i.e., 1 QCAD is equal to 1 CAD). Similarly, Qualified Holders will be able to redeem QCAD Tokens from the Issuer through the Servicer on a 1:1 basis. QCAD Tokens are divisible and can be purchased and redeemed in increments of up to two decimal places. The Issuer will direct the Servicer to “mint” or “burn” (as applicable) the appropriate number of QCAD Tokens in accordance with the QCAD Servicing Agreement.

For every QCAD Token to be minted, an equivalent amount in fiat currency is transferred to the Reserve Account (as defined herein). Once the fiat currency has been confirmed as received in the Reserve Account, the equivalent amount of QCAD Tokens are created on the public blockchain, in a process known as “minting”. No QCAD Token will ever be minted prior to the fiat currency being confirmed as received in the Reserve Account.

For every QCAD Token redeemed, an equivalent amount of QCAD Tokens will be permanently destroyed in a process known as “burning”. Following the burning process, the equivalent amount of fiat currency will be transferred to the Authorized Participant or Qualified Holder. No fiat currency will ever be transferred to an Authorized Participant or Qualified Holder from the Reserve Account without confirmation that a corresponding number of QCAD Tokens have been burned.

For more details regarding the purchase and redemption of QCAD Tokens, see “Purchases of QCAD Tokens – Purchasing QCAD Tokens” and “Redemption of QCAD Tokens – Redemptions by Qualified Holders” below.

Clients of Authorized Participants are advised that Authorized Participants may impose additional restrictions in association with the purchase of QCAD Tokens (or crypto contracts relating to QCAD Tokens).

A description of the QCAD Token redemption procedures will be available on the Stablecorp website at www.stablecorp.ca.

See “Purchases of QCAD Tokens – Authorized Participants”, “Purchases of QCAD Tokens – End Users of QCAD Tokens” and “Redemption of QCAD Tokens”.

Maintaining Sufficient Reserve Assets

All Canadian dollars received in exchange for the issuance of QCAD Tokens are held by the Issuer as reserve assets (the “**Reserve Assets**”). The Reserve Assets consist of: (i) Canadian currency; (ii) investments that are evidence of indebtedness with a remaining term to maturity of 90 days or less and that are issued, or fully and unconditionally guaranteed as to principal and interest, by the government of Canada; or (iii) securities issued by one or more money market funds denominated in Canadian dollars which are licensed, regulated or authorized by a regulatory authority in Canada or the United States of America.

The Servicer has adopted policies which outline the minimum liquidity requirements to be maintained for the Reserve Assets. In keeping with such policies, the Servicer shall keep a conservative approach with the following minimum liquidity setting: (i) 10% (or more) in fully liquid cash (meaning funds that can be transferred immediately from the Reserve Account or payment processing accounts to Qualified Holder accounts); (ii) 60% (or less) in overnight term-deposit investments or highly liquid publicly listed instruments (e.g., high interest savings account ETFs or other money market funds that meet the investment restrictions set out in the paragraph above) that could be withdrawn by the Servicer in less than 48 hours and then transferred from the Reserve Account to Qualified Holder accounts; and (iii) 30% (or less) in term-deposit investments that meet the investment restrictions set out in the paragraph above with a maturity of no more than 30 days. The Servicer may decide to maintain a more liquid position during times of market uncertainty or when there is a high level of expected redemption requests.

The Reserve Assets are custodied with Tetra, which is a “Canadian custodian” as defined in NI 31-103. Tetra holds the Reserve Assets in segregated “In Trust For” accounts with Canadian financial institutions and such accounts are clearly designated for the benefit of QCAD Holders (collectively, the “**Reserve Account**”).

The Servicer ensures that the fair value of the Reserve Assets is at least equal to the aggregate fair value of all outstanding QCAD Tokens at least once each day. The Servicer maintains daily accounts of: (i) the market value of the Reserve Assets; (ii) the supply of issued QCAD Tokens; and (iii) such other information as may be required by the CSA from time to time (including the items indicated under “Information Rights” below). The Reserve Assets are measured at fair value in accordance with Canadian GAAP for publicly accountable enterprises. The Reserve Assets may not be encumbered or pledged as collateral at any time, and the Issuer shall not borrow or lend assets of any kind.

Every month, the Servicer publishes the Monthly Attestation prepared by the Auditor. The Monthly Attestations indicate that the value of the Reserve Assets are at least equal to the CAD amount of QCAD Tokens in circulation as of the end of the particular month and on at least one randomly selected day during the particular month. The Monthly Attestations are made publicly accessible in a timely manner on Stablecorp’s website at www.stablecorp.ca. Stablecorp also provides such information at no cost to the QCAD Holders who so request by emailing Stablecorp at info@stablecorp.ca. The Monthly Attestations will also be filed under the Issuer’s profile on SEDAR+ at www.sedarplus.ca.

Every year, the Auditor will perform an audit of the Issuer and will produce audited annual financial statements that comply with the requirements set out by the CSA (the “**Annual Financial Statements**”). The Annual Financial Statements will be posted on Stablecorp’s website at www.stablecorp.ca within 120 days of the end of each respective year. The Annual Financial Statements will also be filed under the Issuer’s profile on SEDAR+ at www.sedarplus.ca. The Initial Audited Financial Statements of the Issuer are attached hereto as Schedule “A”.

Administration of the QCAD Program

The Servicer is the administrator and servicing agent of the Issuer pursuant to the QCAD Servicing Agreement. As per the QCAD Servicing Agreement, the Servicer is responsible for managing the QCAD Program, which includes overseeing the issuance and redemption of QCAD Tokens, which activities are also referred and result in the “minting” and “burning” of QCAD Tokens.

The Servicer’s personnel, including its management, consists of compliance professionals, finance professionals and software engineers with experience operating within regulated financial services environments and blockchain technology. Further information on the experience and proficiency of the directors and officers of the Servicer and its affiliates is found in “Organization and Management Details – The Servicer” below.

The Servicer has developed and adopted policies and processes for minting and burning QCAD Tokens, including use of multi-signature hardware wallets with appropriate recovery strategies and levels of redundancy. In particular, the Servicer maintains multistep processes to confirm that fiat currency proceeds have arrived in the Reserve Account prior to the equivalent amount of QCAD Tokens being minted and to confirm that the appropriate amount of QCAD Tokens are burned prior to any fiat currency being released from the Reserve Account.

Minting and Burning of QCAD Tokens

For every QCAD Token to be minted, an equivalent amount in fiat currency is transferred to the Reserve Account (as defined herein). Once the fiat currency has been confirmed as received in the Reserve Account, the equivalent amount of QCAD Tokens are created on the public blockchain. No QCAD Token will ever be minted prior to the fiat currency being confirmed as received in the Reserve Account.

For every QCAD Token redeemed, an equivalent amount of QCAD Tokens will be permanently destroyed in a process known as “burning”. Following the burning process, the equivalent amount of fiat currency will be transferred to the Authorized Participant or Qualified Holder. No fiat currency will ever be transferred to an Authorized Participant or

Qualified Holder from the Reserve Account without confirmation that a corresponding number of QCAD Tokens have been burned.

Fully auditable, secure and consistent minting and burning processes are the cornerstone of a robust VRCA such as QCAD Tokens. While the specifics are occasionally updated to reflect the latest technological improvements in the space and may vary from blockchain to blockchain based on unique technological requirements, the Servicer always applies the same core principals to its technology and internal governance processes. This ensures that the Reserve Assets are always equal to or greater than the total QCAD Token supply across all blockchains. These core principles include:

- (i) the use of multiple private keys to authorize a transaction (known as an “M of N” signatory threshold where “M” is the minimum number of signatures and “N” is the total number of possible signers) that implements decentralized, “Distributed Authority” custody protocols uniquely tailored for each blockchain;
- (ii) use of unique encrypted signing devices;
- (iii) signatories from multiple levels within the Servicer, including its operational and executive team;
- (iv) validation of transaction details, counterparties and instructions via encrypted API-based transaction requests;
- (v) multiple layers of manual and automated checks of key transaction pieces including, most critically, receipt of fiat currency (for mints) and receipt of digital money (for burns / redemptions);
- (vi) daily maintenance of mint and burn and audit records for third party external attestation report;
- (vii) robust onboarding process for both Authorized Participants and Qualified Holders to ensure auditability and compliance; and
- (viii) whitelisting and automated onchain scanning of counterparty wallets.

Information Rights

Certain information regarding the Reserve Assets and the amount of issued QCAD Tokens will be available to QCAD Holders and to the public including:

- (i) the daily market value of the Reserve Assets and aggregate issued QCAD Tokens;
- (ii) the historical amount of issued QCAD Tokens on a daily basis;
- (iii) the Monthly Attestations, indicating that the Reserve Assets are at least equal to the amount of QCAD Tokens in circulation as of the end of the month and on at least one randomly selected day during the month;
- (iv) the Annual Financial Statements;
- (v) details of any instances where the Issuer or the Servicer has suspended or halted redemptions for all QCAD Holders; and
- (vi) details of any instances where the Issuer has not been able to satisfy the redemption right of a Qualified Holder at the Reference Value or in the time specified in its public policies.

This information will be made available by Stablecorp at www.stablecorp.ca.

FEES AND EXPENSES

Fees and Expenses Payable by the QCAD Holders

The Issuer and the Servicer do not currently charge QCAD Holders any fees in connection with the purchase or redemption of QCAD Tokens. In the event the Issuer or Servicer implement 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. An updated copy of the QCAD Terms and Conditions shall concurrently be made available on the Stablecorp website (www.stablecorp.ca) and under the Issuer's profile on SEDAR+ at www.sedarplus.ca.

Authorized Participants may charge fees for the sale of QCAD Tokens. Any such fees will be funded directly between the purchaser/seller and the Authorized Participant and shall not be deducted from the Reference Value or the Reserve Assets.

Fees and Expenses Payable by the Issuer

Service Fees

Pursuant to the QCAD Servicing Agreement, in consideration for the management services provided by the Servicer, the Issuer shall pay to the Servicer an annual servicer fee equal to 1.00% per annum of the Reserve Assets of the Issuer (the "**Service Fee**"). The Service Fee shall be paid to the Servicer by the Issuer on a monthly basis (the "**Service Fee Payment**"). The Service Fee shall be used to fund the costs incurred by the Servicer in managing the QCAD Program, as well as the development of additional products and related technologies by the Servicer and its affiliates. The Servicer may pay a portion of its Service Fee to certain Institutional Qualified Holders as compensation for the technology infrastructure and other costs of making QCAD Tokens available on their platforms.

Interest earned on the Reserve Assets will be withdrawn from time to time from the Reserve Account and paid to the Servicer in payment of its fees and other distributions to which it may be entitled. See "Distribution Policy – Distributions".

The Servicer agrees that it shall not be entitled to be paid a Service Fee in any month in which the payment of such fee could result in the total value of the aggregate fiat currency deposits representing the Reserve Assets, including any interest earned thereon, held with the Custodian being less than the aggregate value of the supply of QCAD Tokens in circulation, calculated on a 1:1 basis. In such case, the Service Fee for that month shall be accrued by the Issuer until such time as it may be paid in whole or in part while having regard to this stipulation.

Payment of Expenses

The Servicer shall pay all of the Expenses (as defined below) on behalf of the Issuer. The Servicer will be reimbursed out of the Trust Property on a monthly basis for all Expenses paid by the Servicer on behalf of the Issuer. The Servicer agrees that it shall not be entitled to be reimbursed in any month in which the payment of such reimbursement could result in the total value of the aggregate fiat currency deposits representing the Reserve Assets held in the Reserve Account being less than the aggregate value of the supply of QCAD Tokens in circulation, calculated on a 1:1 basis. In such case, the reimbursement for that month shall be accrued by the Issuer until such time as it may be paid in whole or in part while having regard to this stipulation.

Operating Expenses

As indicated above, in accordance with the terms of the QCAD Servicing Agreement, the Servicer will pay, on behalf of the Issuer, all of the Issuer's costs, expenses and liabilities (the "**Expenses**"), including all of its administrative and operating expenses. Such Expenses to include: expenses relating to the preparation and filing of this prospectus (estimated to be \$250,000); fees payable to the Trustee; fees payable to the Custodian; fees payable to any custodians and/or sub-custodians for the assets of the Issuer as well as the fees of any other service providers (other than the Servicer); legal, audit, and valuation fees and expenses; Securities Regulatory Authorities' participation fees; the preparation and supervision costs relating to the calculation and publication of the Monthly Attestations; costs and

expenses arising as a result of complying with all applicable laws, regulations and policies; all taxes (including income, capital, federal GST or HST, and Provincial/Territorial sales taxes); and costs associated with the provision of such other administrative services as may be reasonably required for the ongoing business and administration of the Issuer.

RISK FACTORS

In addition to the considerations set out elsewhere in this prospectus, the following are risks relating to a purchase of QCAD Tokens that prospective purchasers should consider before purchasing QCAD Tokens.

Risks Associated with QCAD Tokens

Risk of Secondary Market Price Dislocation

The Servicer, on behalf of the Issuer, has entered into QCAD Purchase and Redemption Agreements with certain Authorized Participants which, amongst other things, enable the Authorized Participants to purchase and redeem QCAD Tokens from the Issuer through the Servicer on a 1:1 basis (i.e., 1 QCAD is equal to 1 CAD at both purchase and redemption thereof). Qualified Holders may, subject to certain conditions, redeem QCAD Tokens from the Issuer through the Servicer on a 1:1 basis. See “Purchases of QCAD Tokens – Purchasing QCAD Tokens” and “Redemption of QCAD Tokens” for more details.

All Canadian dollars received in exchange for the issuance of QCAD Tokens are held by the Issuer as Reserve Assets. The Custodian holds the Reserve Assets in segregated “In Trust For” accounts with Canadian financial institutions and such accounts are clearly designated for the benefit of QCAD Holders. For all QCAD Tokens that are issued by the Issuer and remain in circulation, the Issuer will maintain at least the equivalent of Canadian denominated assets in the Reserve Account. However, the Servicer and the Issuer do not guarantee that the value of 1 QCAD will always equal 1 CAD across all CTPs, OTC liquidity providers and other centralized and decentralized trading venues. Due to a variety of factors outside of the Servicer’s control, the value of QCAD Tokens on trading venues, including, where applicable, those operated by Authorized Participants, can fluctuate above or below 1 CAD. The Servicer cannot control how third parties value QCAD Tokens, and the Servicer is not responsible for any losses or other issues that may result from fluctuations in the value of QCAD Tokens.

“Run” Risk or Redemption Risk

The failure of QCAD Tokens to perform according to expectations could harm QCAD Holders. The mere prospect of QCAD Tokens not performing as expected could result in a “run”– i.e., a self-reinforcing cycle of redemptions and sales of QCAD Tokens. The Servicer addresses run risk by ensuring that the Issuer maintains a reserve of highly liquid assets with a market value at least equal to the value of all outstanding QCAD Tokens. The Reserve Account is subject to monthly attestations and an annual audit in order to confirm that the Issuer holds sufficient assets to satisfy a redemption request by a Qualified Holder. However, no assurance can be given the QCAD Program will perform as expected, and the QCAD Program may fail to perform as expected for reasons outside the control of the Servicer (for example, because of the failure of a blockchain network as described in “Blockchain Network Third-party Platform Risk” below).

Qualified Holders may, subject to certain conditions, redeem their QCAD Tokens for the Reference Value from the Issuer through the Servicer. Such conditions will generally include the presence of conditions that would render the sale of QCAD Tokens via the facilities of a CTP impractical or impossible (e.g. where the amount offered for a QDAC Token by the CTP for an exchange was below 1 CAD). In addition, the QCAD Terms and Conditions set out the qualifying criteria that must be met in order to qualify as a Qualified Holder. QCAD Holders other than Qualified Holders do not have the right to redeem QCAD Tokens from the Issuer through the Servicer.

No Deposit Insurance Available for Reserve Assets

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 will be dependent upon the adequacy of the Reserve Account and the ability of the Servicer to process redemptions. QCAD Holders are not protected by deposit insurance.

Management Risk and Custodianship Risk

The holding of the Reserve Assets by the Issuer with a third-party custodian may expose QCAD Holders to certain risks relating to the management and custodianship of the Reserve Assets, such as fraud risk or proficiency risk. QCAD Holders may also face risk in permitting the Servicer to have control over the Reserve Assets that are held with Tetra insofar as assets could be accessed improperly and misused. The Servicer addresses management risk by maintaining an experienced and professional staff as well as effective and stringent governance practices and liquidity policies. The Servicer addresses custodianship risk by ensuring that: (i) the Reserve Assets are held by a qualified custodian; and (ii) the Reserve Assets are segregated from the assets of the Servicer and its affiliates. The Reserve Assets are held by Tetra, which is a “Canadian custodian” as defined in NI 31-103. Tetra holds the Reserve Assets in segregated accounts with Canadian financial institutions. The Reserve Assets will be held according to a strict liquidity policy, however, there can be no assurance that such controls will prove to be effective in all circumstances.

Bankruptcy of the Servicer or the Issuer Risk

The Servicer, acting as the administrator and servicing agent for the Issuer, has a significant influence on the distribution of QCAD Tokens and the management of the Issuer. If the Servicer (or any of its affiliates) were to become bankrupt or insolvent, the operation of the QCAD Program and the Issuer could be negatively impacted. In such circumstances, the Trustee, in its capacity as trustee of the Issuer, would either perform all obligations of the Servicer or shall be entitled to engage another person to perform such services. There is no guarantee that another appropriate servicing agent could be found in such circumstances. In such event, the Trustee may also decide to wind down the Issuer and distribute the Reserve Assets to the QCAD Holders.

Pursuant to the Trust Agreement, the Trustee may not incur indebtedness or leverage and the Trust Property may not be encumbered or pledged at any time. The Trustee has the power to pay or satisfy out of the income of the Issuer any claims against the Trust or the Trust Property, and to incur and to pay any charges or expenses of the Issuer which are described in this prospectus. To the best of the knowledge and belief of the Issuer, including consultation with experts such as legal counsel, no creditors of the Issuer other than the QCAD Holders in their capacity as QCAD Holders, will have recourse to the Reserve Assets in the unlikely event of insolvency.

Further, the Servicer has agreed that it shall not be entitled to be paid a Service Fee in any month in which the payment of such fee could result in the total value of the aggregate fiat currency deposits representing the Reserve Assets, including any interest earned thereon, held with the Custodian being less than the aggregate value of the supply of QCAD Tokens in circulation, calculated on a 1:1 basis. In such case, the Service Fee for that month shall be accrued by the Issuer until such time as it may be paid in whole or in part while having regard to this stipulation. The Servicer has also agreed that the Servicer’s claim for payment of Service Fees will be subordinated to the rights of QCAD Holders in an insolvency proceeding of the Issuer.

Conflicts of Interest Risk

The Servicer is compensated by the income generated by the Reserve Assets. The Issuer is subject to investment restrictions which govern how the Reserve Assets may be held or invested by the Issuer. As a result, the discretion of the Servicer in administering the Reserve Assets is constrained. The Servicer does not receive fees in connection with the purchase or redemption of QCAD Tokens. The Servicer does not receive any compensation from Authorized Participants in connection with the sale or distribution of QCAD Tokens. The Servicer may pay a fee to Authorized Participants. The Service Fee shall be primarily used to fund the costs associated with administering the QCAD Program, as well as the development of additional products and related technologies. The Servicer may pay a portion of its Service Fee to certain Authorized Participants as compensation for the technology infrastructure and other costs of making QCAD Tokens available on their platforms.

Authorized Participants may sell QCAD Tokens to end users and may charge brokerage commissions on such sales. As a result, it is possible that Authorized Participants may, therefore, have economic interests which differ from those of QCAD Holders that are not Authorized Participants, the Issuer and the Servicer.

Blockchain Network Third-party Platform Risk

QCAD Tokens are based on open-source software and are currently available on the Supported Blockchains. The Supported Blockchains may experience issues (such as hacks, outages, transaction settlement delays, etc.) which may impact a QCAD Holders' ability to spend, transfer or redeem their QCAD Tokens. The Servicer and the Issuer are not responsible for any losses or other issues that QCAD Holders might encounter while using QCAD Tokens on any of the Supported Blockchains. QCAD Holders accept all consequences of using QCAD Tokens on the Supported Blockchains.

Improper Transfers

QCAD Token transactions are not reversible. Once a QCAD Holder sends QCAD Tokens to an address, QCAD Holders accept the risk that they may lose access to, and any claim on, that QCAD Token indefinitely or permanently. An improper transfer (whereby QCAD Tokens are sent to the wrong recipient), whether accidental or resulting from theft, can only be undone by the receiver of the QCAD Tokens agreeing to send the QCAD Tokens back to the original sender in a separate subsequent transaction. To the extent a user erroneously transfers, whether accidental or otherwise, QCAD Tokens in incorrect amounts or to the wrong recipients, the user may be unable to recover the QCAD Tokens.

Reliance on the Servicer

QCAD Holders will be dependent on the abilities of the Servicer to effectively administer the affairs of the QCAD Program. If, for whatever reason, the Servicer needs to be replaced, there is no guarantee that the Issuer will be able to find an alternative entity to perform the services of the Servicer. Also, the Servicer depends, to a great extent, on a very limited number of individuals in the administration of its activities as servicer of the Issuer. The loss of the services of any one of these individuals for any reason could impair the ability of the Servicer to perform its duties as servicer on behalf of the Issuer.

In the event that a QCAD Holder cannot sell their QCAD Tokens for the Reference Value on a CTP or otherwise, and the QCAD Holder seeks to redeem their QCAD Tokens through the Servicer by becoming a Qualified Holder, then the QCAD Holder would rely on the Servicer to provide liquidity for their QCAD Tokens. If, for whatever reason, the Servicer does not perform its functions properly, a Qualified Holder may experience delays or may not be able to redeem their QCAD Tokens from the Issuer through the Servicer.

Inability to Raise Additional Capital

As disclosed herein under "Fees and Expenses", the Servicer shall not be entitled to be paid a Service Fee and shall not be reimbursed any Expenses in any month in which the payment of such fee or reimbursement could result in the total value of the aggregate fiat currency deposits representing the Reserve Assets, including any interest earned thereon, held with the Custodian being less than the aggregate value of the supply of QCAD Tokens in circulation, calculated on a 1:1 basis. As a result, the Servicer may be required to raise additional capital to fund its operations. The Servicer may not be able to obtain debt or equity financing on favorable terms, if at all, which could impair the Servicer's operations and could have a negative impact on the QCAD Program.

Non-Investment Fund Issuer

The Issuer is not an investment fund and is regulated as a non-investment fund issuer under Canadian Securities Legislation. As a result, QCAD Holders will not be entitled to certain protections that would be afforded to QCAD Holders if the Issuer were regulated as an investment fund issuer. Due to the fact that the Issuer is a non-investment fund issuer under Canadian Securities Legislation, the Servicer is not required to be a registered investment fund manager, the Servicer is not subject to capital requirements and the Servicer's personnel are not subject to proficiency requirements.

Termination of the Issuer

The Servicer has the ability to terminate the Issuer in accordance with the terms of the Trust Agreement. Pursuant to the Trust Agreement, the Servicer may terminate the Issuer by providing at least 30 days prior notice of such termination to QCAD Holders by way of press release and a notice on its website. Upon termination of the Issuer, the QCAD Program will cease to operate. However, prior to the termination of the Issuer, the Servicer shall satisfy or make appropriate provision for all liabilities of the Issuer, including the liabilities owed by the Issuer to the QCAD Holders. Upon satisfaction of all liabilities of the Issuer including the liabilities owed by the Issuer to the QCAD Holders, the Servicer shall be entitled to receive the net proceeds of liquidation of the Trust Property. The Trustee may not incur indebtedness or leverage and the Trust Property may not be encumbered or pledged at any time, and the Servicer's claim for payment of Service Fees will be subordinated to the rights of QCAD Holders upon termination of the Issuer.

Suspension of Redemptions

The Servicer may suspend the redemption of QCAD Tokens for the whole or any part of a period during which the Servicer determines that conditions exist that render impractical the redemption of the QCAD Tokens or that impair the ability to determine the value of the assets of the Reserve Assets. To the extent not inconsistent with any rules and regulations promulgated by any government body having jurisdiction over the Servicer, any declaration of suspension made by the Servicer shall be conclusive. While QCAD Token redemptions are suspended, the Servicer will not accept any redemption requests nor any minting requests. This could have a negative effect on the QCAD Holders, as they may be required to hold their QCAD Tokens until the suspension of redemptions has been lifted. See "Redemption of QCAD Tokens – Suspension of Redemptions" below for additional information.

Dependence of QCAD Tokens on the Internet

QCAD Tokens are accessed via the internet and are dependent upon the continued functioning of the internet. Any internet disruption will likely affect a QCAD Holders' ability to spend, transfer or redeem their QCAD Tokens. Also, any internet disruption will likely affect the Servicer's ability to perform certain services that are essential to the proper functioning of the QCAD Program (e.g., minting and burning of QCAD Tokens).

Competition in the Industry

The Issuer and the Servicer may not be able to compete successfully against present or future competitors. The Issuer and the Servicer may not have the resources to compete with other VRCA related businesses. The cryptocurrency industry has attracted various high-profile and well-established operators, some of which have substantially greater liquidity and financial resources than the Issuer and the Servicer. With the limited resources that the Issuer and the Servicer have available, they may experience difficulties in developing their planned business. Competition from existing and future competitors, particularly many Canadian companies, could result in the Issuer and the Servicer's inability to secure acquisitions and partnerships that they may need to achieve their business objectives.

Risks Related to the Issuer, the Servicer and Personnel

There is no assurance that the Issuer and the Servicer will be successful, and the likelihood of their success must be considered in light of their relatively early stage of operations.

The Issuer's success depends in large part on the Servicer's ability to attract, retain and motivate key management and operating personnel. Any changes in the Servicer's senior management team, such as the loss of key members, may be disruptive to the QCAD Program and could inhibit the Issuer's growth prospects.

As the QCAD Program continues to develop and expand, the Servicer may require personnel with different skills and experiences, and with a sound understanding of the QCAD Program and the cryptocurrency industry. The market for highly qualified personnel in this industry is limited and very competitive.

Risks Associated with Holding and Using Digital Assets

Short History Risk

Blockchain networks, tokens and digital assets are a new technological innovation with a limited history. Due to this short history, it is not clear how all elements of digital assets will unfold over time. There is no assurance that usage of digital assets and blockchains will continue to grow. It is possible that future regulatory changes in Canada may affect the manner in which Fiat-Backed Crypto Assets, including QCAD Tokens, are regulated. There is no guarantee that all use cases for QCAD Tokens or Fiat-Backed Crypto Assets will achieve mainstream adoption. The digital assets community has successfully navigated a considerable number of technical and political challenges since its inception, and this leads the Servicer to believe that the community will continue to work through future challenges. The history of open-source software development would indicate that digital asset communities are able to change the software under development at a pace sufficient to stay relevant. The continuation of such communities is not guaranteed, and insufficient software development or any other unforeseen challenges that the community is not able to navigate could have an adverse impact on the future of QCAD Tokens. A contraction in use of digital assets may result in decreased security on public blockchain networks.

Potential Decrease in Global Demand for Digital Assets

As a currency, digital assets serve as a means of exchange, store of value and unit of account. Many people using digital assets as money-over-internet-protocol do so with it as an international means of exchange. If consumers stop using digital assets as a means of exchange, or its adoption therein slows, then usage and security of public blockchain networks may suffer, adversely impacting QCAD Tokens. There is no assurance that QCAD Tokens will attain widespread adoption and acceptance in the future whether as a means of exchange, store of value and/or unit of account by consumers in Canada or globally across other jurisdictions.

Buyers of QCAD Tokens should be aware that there is no assurance that digital assets will maintain their long-term utility in the future or that the acceptance of digital assets for payments by mainstream retail merchants and commercial businesses will continue to grow. As relatively new products and technologies, digital assets have yet to become widely accepted as a means of payment for goods and services by many major retail and commercial outlets, and use of digital assets by consumers to pay such retail and commercial outlets remains limited. Banks and other established financial institutions may refuse to process funds for digital asset-based transactions, process wire transfers to or from CTPs, digital asset-related companies or service providers, or maintain accounts for persons or entities transacting in digital assets. The Servicer believes that, like any commodity, digital assets will fluctuate in utility, but over time will gain a level of acceptance as a store of value, medium of exchange or token of utility.

Cyber Security Risk

Cyber security risks are a possibility wherein harm, loss and liability may result due to intentional or unintentional events that cause a failure to or a breach of information technology systems. The source of these failures or breaches may be due to internal or external causes and could result in a loss of proprietary information and/or a disruption to regular operations. This could cause damage to the maintenance of normal operating procedures including those related to issuance and redemption of QCAD Tokens and may delay requests to facilitate certain transactions. The same risks extend to third-party service providers which are outside of the Servicer's information technology security plans. The Servicer has established a set of measures to manage our cyber security risks in order to reduce the risks associated with cyber security incidents.

Financial Institutions may Refuse to Support Transactions Involving Digital Assets

In the evolving regulatory climate for digital assets, Canadian regulated financial institutions and other platforms may cease to support transactions involving digital assets, including the receipt of cash proceeds from sales of digital assets. Banks and other established financial institutions may refuse to process funds for digital asset transactions, process wire transfers to or from CTPs, digital asset-related companies or service providers, or maintain accounts for persons or entities transacting in digital assets. While the Servicer makes best efforts to maintain significant redundancy, should this occur, the Servicer could be unable to pay out redemption proceeds within reasonable timeframes.

Tax Risk

Tax risk is present due to the uncertainty of how tax authorities will treat transactions, including purchases and sales, involving digital assets. This includes the tax treatment related to all digital assets and specifically VRCAs such as QCAD Tokens. Neither the Issuer nor the Servicer provide any legal or tax advice or related assurances in connection with the tax treatment of acquiring, holding and disposing of QCAD Tokens.

Uncertain Regulatory Framework

The regulatory environment for digital assets is evolving and changes to it may adversely affect the demand and availability of digital assets such as QCAD Tokens. Due to digital assets' short history, and its emergence as a new asset class, regulation of digital assets is still a work in progress. The CSA have restricted CTPs in Canada from providing access to VRCAs unless they meet certain prudential requirements (including requirements relating to fiat currency reserves, monthly attestations, the use of a qualified custodian, etc.). There is a risk that CTPs may cease to offer access to VRCAs (including QCAD Tokens) with little or no prior notice.

This prospectus has been filed to address the consumer protection concerns that underpin the CSA's interim regulatory approach in respect of VRCAs. No legislature or court in Canada has passed legislation or made a judicial decision that Fiat-Backed Crypto Assets are securities and, other than Staff Notice 21-332 and Staff Notice 21-333, to date there have been no specific rules or policy statements published by member jurisdictions of the CSA specifically regulating Fiat-Backed Crypto Assets. Accordingly, the Issuer, the Servicer and Stablecorp are of the view that QCAD Tokens and other Fiat-Backed Crypto Assets should be regulated as payment instruments under a prudential framework, which is consistent with regulatory approaches being taken in many other jurisdictions.

On April 4, 2025, the Division of Corporation Finance of the U.S. Securities Commission issued a statement on stablecoins affirming its view that the offer and sale of "Covered Stablecoins" does not involve the offer and sale of securities within the meaning of applicable U.S. securities laws and that persons involved in the minting or redeeming of Covered Stablecoins do not need to register those transactions or seek registration (or an exemption therefrom) pursuant to applicable U.S. securities laws. "Covered Stablecoins" are stablecoins designed to maintain a stable value relative to USD, on a one-for-one basis, can be redeemed for USD on a one-for-one basis (i.e., one stablecoin to one USD), and are backed by assets held in a reserve that are considered low-risk and readily liquid with a USD-value that meets or exceeds the redemption value of the stablecoins in circulation.

On June 26, 2025, OSFI, the Canadian federal banking regulator, advised that it is currently working on a legislative framework for stablecoins that will apply to federally regulated financial institutions and which framework will include regulations regarding reserve standards, liquidity requirements, redemption terms, disclosure requirements and audit requirements for issuers of stablecoins.

On November 4, 2025, the Government of Canada tabled Budget 2025. Budget 2025 underscores the Canadian government's focus on modernizing financial sector regulation, including the regulation of Fiat-Backed Crypto Assets. Budget 2025 proposes legislation, administered by the Bank of Canada, to regulate the issuance of Fiat-Backed Crypto Assets in Canada. Related amendments to the *Retail Payments Activities Act* would capture these activities to regulate payment service providers carrying out payment functions using prescribed stablecoins. Pursuant to Budget 2025, the stablecoin framework will likely impose reserve, custody, and operational requirements, as it will require issuers to maintain and manage adequate asset reserves, establish redemption policies, implement risk management frameworks, and protect the sensitive and personal information of Canadians. The stablecoin regulatory framework will also include national security safeguards. It is unclear as to how the proposed federal regulation will intersect with the current provincial securities regulatory position that Fiat-Backed Crypto Assets are considered to be securities and/or derivatives.

Various global jurisdictions, including the European Union, Singapore, the United Kingdom and the United States seek to regulate Fiat-Backed Crypto Assets as payment instruments under a prudential framework. Although the CSA's interim regulatory approach in respect of VRCAs states that Fiat-Backed Crypto Assets generally meet the definition of "security" and/or "derivative" in several jurisdictions, it is possible that future regulatory changes in Canada may affect the manner in which Fiat-Backed Crypto Assets, including QCAD Tokens, are regulated. There is no guarantee that all use cases for QCAD Tokens or Fiat-Backed Crypto Assets will achieve mainstream adoption.

Loss of “Private Keys”

The loss or destruction of “private keys” (numerical codes required by users to access their digital assets) could prevent a user from accessing their digital assets. Loss of these private keys may be irreversible and could result in the loss of all or substantially all the digital assets held by the user. This risk may be mitigated by the services provided by a custodian to maintain the safety of a user’s private keys.

Risks Associated with Blockchain Networks

Dependence on Network Developers

While many contributors to a blockchain network’s open-source software are employed by companies in the industry, most of them are not directly compensated for helping to maintain the protocol. As a result, there are no contracts or guarantees that they will continue to contribute to a blockchain network’s software.

Issues with the Cryptography Underlying the Blockchain Networks

For even the most established digital asset networks, the network and other cryptographic and algorithmic protocols governing the issuance of digital assets represent a new and rapidly evolving industry that is subject to a variety of factors that are difficult to evaluate. In the past, flaws in the source code for digital assets have been exposed and exploited, including flaws that disabled some functionality for users, exposed users’ personal information and/or resulted in the theft of users’ digital assets. The cryptography underlying digital assets could prove to be flawed or ineffective, or developments in mathematics and/or technology, including advances in digital computing, algebraic geometry and quantum computing, could result in such cryptography becoming ineffective. In any of these circumstances, a malicious actor may be able to take digital assets from users, which could adversely affect public confidence in digital assets generally. Moreover, functionality of a blockchain network may be negatively affected such that it is no longer attractive to users, thereby dampening demand for digital assets. Any reduction in confidence in the source code or cryptography underlying digital assets generally could negatively affect the demand for digital assets and therefore adversely affect QCAD Tokens.

Disputes on the Development of a Network may lead to Delays in the Development of the Network

There can be disputes between contributors on the best paths forward in building and maintaining a blockchain network’s software. Furthermore, the miners supporting the network and companies using it can disagree with the contributors as well, creating greater debate. The blockchain community often iterates slowly upon contentious protocol issues, which many perceive as prudently conservative, while others worry that it inhibits innovation.

A Blockchain may Temporarily or Permanently Fork and/or Split

Most software and protocols developed in connection with a blockchain network are open source. When a modification is released by the developers and a substantial majority of eligible stakeholders consent to the modification, the change is implemented, and the network continues uninterrupted. However, if a change were activated with less than a substantial majority consenting to the proposed modification, and the modification is not compatible with the software prior to its modification, the consequence would be what is known as a “hard fork” (i.e., a split) of the network (and the blockchain). One blockchain would be maintained by the pre-modified software and the other by the post-modification software. The effect is that both blockchain algorithms would be running parallel to one another, but each would be building an independent blockchain with independent native assets.

For example, following long-term debate on how to scale the Bitcoin Network’s transaction capacity, on August 1, 2017, the digital currency forked into Bitcoin Classic (BTC) and Bitcoin Cash (BCH). On October 24, 2017, bitcoin further forked to create Bitcoin Gold (BTG). Bitcoin Classic, Bitcoin Cash and Bitcoin Gold continue to exist today, and though their combined value exceeds the value of the Bitcoin Network prior to the fork, future forking events could prove substantially more detrimental to the value of the Bitcoin Network.

Although forks are likely to be addressed by a community-led effort to merge the two groups, such a fork could adversely affect digital assets' viability, which could in turn adversely affect QCAD Tokens.

Dependence on the Internet

Users and developers access blockchains via the internet. Digital assets miners relay transactions to one another via the internet, and when blocks are mined, they are also forwarded via the internet. Thus, blockchain networks are dependent upon the continued functioning of the internet.

Risk if an Entity Gains a 51% Share of a Network

Depending on the governance structure of a blockchain, in some cases, if an entity gains control of over 51% of the compute power (hash rate), the entity could use its majority share to double spend digital assets. Essentially, the entity would send digital assets to one recipient, which is confirmed in the existing blockchain, while also creating a shadow blockchain that sends those same digital assets to another entity under its control. After a period of time, the entity will release its hidden blockchain and reverse previously confirmed transactions, and due to the way mining works, that new blockchain will become the record of truth. This would significantly erode trust in that blockchain network to store value and serve as a means of exchange, which may significantly decrease the value of the digital assets.

Attacks on the Network

Blockchain networks are periodically subject to distributed denial of service attacks to clog the list of transactions being tabulated by miners, which can slow the confirmation of authentic transactions. Another avenue of attack would be if a large number of miners were taken offline, as it could take some time before the difficulty of the mining process algorithmically adjusts, which would stall block creation time and therefore transaction confirmation time. Thus far these scenarios have not plagued networks for long or in a systemic manner.

DISTRIBUTION POLICY

Distributions

A QCAD Holder is not entitled to any of the revenues that are generated by the Reserve Assets. The Issuer anticipates that its expenses will be equal to or will exceed its income such that it does not expect to be liable for tax in a taxation year. In the event that the Issuer has net income and/or net realized capital gains in a particular taxation year, the Trust Agreement requires that the Issuer distributes its net income and net realized capital gains for each taxation year to the Servicer, in its capacity as a beneficiary, to such an extent that the Issuer will not be liable in respect of the taxation year for ordinary income tax. Other than the aforementioned distribution, if applicable, there is currently no intention to pay or distribute any amounts received by the Issuer.

PURCHASES OF QCAD TOKENS

Continuous Distribution

QCAD Tokens are issued and sold on a continuous basis and there is no maximum number of QCAD Tokens that may be issued.

For every QCAD Token to be minted, an equivalent amount in fiat currency is transferred to the Reserve Account. Once the fiat currency has been confirmed received in the Reserve Account, the equivalent amount of QCAD Tokens are created on the public blockchain. No QCAD Token will ever be minted prior to the fiat currency being confirmed received in the Reserve Account.

For every QCAD Token redeemed, an equivalent amount of QCAD Tokens will be permanently destroyed in a process known as "burning". Following the burning process, the equivalent amount of fiat currency will be transferred to the

Authorized Participant or Qualified Holder. No fiat currency will ever be transferred to an Authorized Participant or Qualified Holder from the Reserve Account without confirmation of the associated QCAD Tokens being burned.

Purchasing QCAD Tokens

QCAD Tokens can only be purchased from the Issuer by Authorized Participants that have entered into a QCAD Purchase and Redemption Agreement with the Servicer. The QCAD Purchase and Redemption Agreements enable Authorized Participants to, amongst other things, purchase QCAD Tokens from the Issuer which will direct the Servicer to “mint” the appropriate number of QCAD Tokens in accordance with the QCAD Servicing Agreement.

An Authorized Participant can purchase QCAD Tokens in accordance with the terms of the QCAD Terms and Conditions and its QCAD Purchase and Redemption Agreement. Authorized Participants will purchase QCAD Tokens from the Issuer through the Servicer on a 1:1 basis (i.e., 1 CAD for 1 QCAD). The Issuer and the Servicer do not currently charge QCAD Holders any fees in connection with the purchase of QCAD Tokens. In the event the Issuer or Servicer implement 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. An updated copy of the QCAD Terms and Conditions shall concurrently be made available on the Stablecorp website (www.stablecorp.ca) and under the Issuer’s profile on SEDAR+ at www.sedarplus.ca, at which point such fee shall only be applicable to purchases of QCAD Tokens after such date.

Authorized Participants

Within Canada, Authorized Participants will be CTPs. Outside of Canada, Authorized Participants are expected to include crypto asset trading platforms, OTC liquidity providers, merchants and other institutional market participants that have satisfied the Servicer’s onboarding criteria, which includes financial and reputational due diligence and confirming registration status (as applicable). The Servicer takes commercially reasonable efforts to verify, at the time of onboarding and on a reasonably periodic basis thereafter, that each Authorized Participant is in material compliance with the laws in Canada including without limitation, any proceeds of crime legislation, and any applicable deposit broker and consumer and investor protection legislation.

End Users of QCAD Tokens

Authorized Participants may sell QCAD Tokens to end users and may charge brokerage commissions on such sales. QCAD Holders that purchase QCAD Tokens from Authorized Participants may withdraw QCAD Tokens from accounts with CTPs into self-hosted wallets, send and receive payments in QCAD Tokens and transfer QCAD Tokens on a peer-to-peer basis. QCAD Holders do not have the right to redeem QCAD Tokens from the Issuer (through the Servicer) unless they are a Qualified Holder. A QCAD Holder may become a Qualified Holder as described below under “Redemption of QCAD Tokens – Redemptions by Qualified Holders”.

Special Considerations for QCAD Holders

The Servicer, on behalf of the Issuer, has obtained exemptive relief from the Securities Regulatory Authorities from certain requirements under Canadian Securities Legislation that would typically be applicable to reporting issuers. For a summary of the exemptive relief obtained by the Issuer, see “Exemptions”.

REDEMPTION OF QCAD TOKENS

Redemptions by Qualified Holders

Qualified Holders may, subject to certain conditions, redeem their QCAD Tokens for the Reference Value from the Issuer through the Servicer. Such conditions will generally include the presence of circumstances that would render the sale of QCAD Tokens via the facilities of a CTP impractical or impossible (e.g. where the amount offered for a QDAC Token by the CTP for an exchange was below 1 CAD). In addition, the QCAD Terms and Conditions set out the qualifying criteria that must be met in order to qualify as a Qualified Holder and have a right to redeem QCAD Tokens from the Issuer through the Servicer. There are two types of Qualified Holders: Institutional Qualified Holders

and Retail Qualified Holders. An Institutional Qualified Holder is an entity acceptable to the Issuer who has provided a complete application and entered into a QCAD Purchase and Redemption Agreement with the Issuer and the Servicer and whose status as such has not been revoked by the Servicer. A Retail Qualified Holder is a QCAD Holder who is not an Institutional Qualified Holder and who has submitted a complete application to the Servicer and has established an account with the Servicer in accordance with the QCAD Terms and Conditions. A QCAD Holder that is not a Qualified Holder is not able to redeem their QCAD Tokens through the Issuer, but may sell their QCAD Tokens to an Authorized Participant, a Qualified Holder or to another person. A QCAD Holder that purchased their QCAD Tokens from a CTP is not able to redeem their QCAD Tokens through the Issuer unless they become a Qualified Holder and withdraw their QCAD Tokens into a self-hosted wallet from their account with the CTP.

In addition, QCAD Purchase and Redemption Agreements set out the circumstances in which the Issuer, acting reasonably, may decline to act on a redemption request. This includes instances where: (a) the information contained in the redemption request is insufficient or incomplete; (b) the redemption request has not been accurately transmitted or is not genuine; (c) the redemption request cannot be accepted because the Servicer has suspended redemptions; or (d) acting upon the redemption request would be contrary to applicable law, or any court order or other legal process.

The Issuer and the Servicer do not currently charge Qualified Holders any fees in connection with the redemption of QCAD Tokens. In the event the Issuer or Servicer implement 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. An updated copy of the QCAD Terms and Conditions shall concurrently be made available on the Stablecorp website (www.stablecorp.ca) and under the Issuer's profile on SEDAR+ at www.sedarplus.ca, at which point such fee shall only be applicable to redemptions of QCAD Tokens after such date.

Suspension of Redemptions

The Servicer may suspend the redemption of QCAD Tokens for the whole or any part of a period during which the Servicer determines that conditions exist that render impractical the redemption of the QCAD Tokens or that impair the ability to determine the value of the assets of the Reserve Assets. The suspension may apply to all redemption requests received prior to the suspension but as to which payment has not been made. The Servicer will not accept any redemption requests nor any minting requests while the suspension is in effect. The Servicer shall advise all QCAD Holders of the suspension and that any redemption requests submitted prior to the suspension will be processed as soon as practicable following the termination of the suspension. All such QCAD Holders shall have and shall be advised that they have the right to withdraw their requests for redemption. The suspension shall terminate on the first day following which the conditions giving rise to the suspension have ceased to exist. To the extent not inconsistent with any rules and regulations promulgated by any government body having jurisdiction over the Servicer, any declaration of suspension made by the Servicer shall be conclusive.

INCOME TAX CONSIDERATIONS

The following is a summary of the principal Canadian federal income tax considerations under the Tax Act for a prospective purchaser of a QCAD Token who, for the purpose of the Tax Act, at all relevant times is resident in Canada, is not affiliated and deals at arm's length with the Issuer and the Servicer, and has not entered into a "derivative forward agreement" (as defined in the Tax Act) with respect to the QCAD Tokens (a "**Resident Holder**"). This summary is based on the assumption that the QCAD Tokens are characterized as commodities pursuant to the CRA's general position regarding virtual currencies. If the QCAD Tokens are characterized differently, the income tax consequences described herein will be materially different.

This summary is based upon the current provisions of the Tax Act and regulations thereunder, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof and the current published administrative policies and assessing practices of the CRA publicly available prior to the date hereof. This summary does not take into account or anticipate any other changes in law whether by legislative, administrative or judicial action and it does not take into account provincial, territorial or foreign income tax legislation or considerations, which may differ from the considerations described below.

This summary is not applicable to a holder: (i) that has made a "functional currency" election under section 261 of the Tax Act, (ii) that is a "financial institution" as defined in the Tax Act for the purposes of the mark-to-market rules,

(iii) that is a “specified financial institution” as defined in the Tax Act, or (iv) that has entered into or will enter into a “derivative forward agreement” or a “synthetic disposition arrangement” as those terms are defined in the Tax Act, with respect to the QCAD Tokens. Any such holder to which this summary does not apply should consult its own tax advisors.

This summary is of a general nature only and is not exhaustive of all possible income tax considerations. Prospective purchasers should therefore consult their own tax advisors about their particular circumstances.

Taxation of QCAD Holders

The CRA has stated that it generally treats virtual currencies as a commodity for purposes of the Tax Act. The CRA has expressed the opinion that gains (or losses) resulting from transactions in commodities should generally be treated for tax purposes as ordinary income rather than as capital gains, although the treatment in each particular case remains a question of fact to be determined having regard to all the circumstances. **QCAD Holders should consult their own tax advisors with regard to the tax treatment of their QCAD Tokens based on their particular circumstances.**

Distributions

QCAD Holders will not receive any distributions from the Issuer.

Disposition of QCAD Tokens – Income Account

If a QCAD Token is held on income account, any such gain (or loss) should be fully included (or deducted) in computing the income of the QCAD Holder for the taxation year in which the disposition or deemed disposition (including a redemption of the QCAD Token) occurs.

Disposition of QCAD Tokens – Capital Account

If a QCAD Token is held on capital account, upon the actual or deemed disposition of a QCAD Token (including a redemption of a QCAD Token), a capital gain (or a capital loss) will generally be realized by the QCAD Holder to the extent that the proceeds of disposition of the QCAD Token exceed (or are less than) the aggregate of the adjusted cost base to the QCAD Holder of the QCAD Token and any reasonable costs of disposition. In general, the adjusted cost base of all QCAD Tokens held by the QCAD Holder is the total amount paid for the QCAD Tokens, regardless of when the QCAD Holder bought them, less the adjusted cost base of any QCAD Tokens previously disposed of by the QCAD Holder. For the purpose of determining the adjusted cost base of QCAD Tokens to a QCAD Holder, when QCAD Tokens are acquired, the cost of the newly acquired QCAD Tokens are averaged with the adjusted cost base of all QCAD Tokens owned by the QCAD Holder as capital property immediately before that time.

Taxation of Capital Gains and Capital Losses

Under the currently enacted rules in the Tax Act, a Resident Holder is required to include in computing its income one-half of the amount of any capital gain (a “**Taxable Capital Gain**”) realized in the year, and is required to deduct one-half of the amount of any capital loss (an “**Allowable Capital Loss**”) realized in a taxation year from Taxable Capital Gains realized in the year by such Resident Holder subject to and in accordance with detailed rules in the Tax Act. Allowable Capital Losses in excess of Taxable Capital Gains realized in a taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any following taxation year against Taxable Capital Gains realized in such year to the extent and under the circumstances described in the Tax Act.

Capital gains realized by a Resident Holder that is an individual (other than certain trusts) may result in such holder being liable for alternative minimum tax under the Tax Act. QCAD Holders should consult their own tax advisors in this regard.

Taxation of Registered Plans

QCAD Tokens are not a “qualified investment” within the meaning of the Tax Act for Registered Plans.

ORGANIZATION AND MANAGEMENT DETAILS

The Trust

The Issuer is a special purpose trust established under the laws of the province of Ontario. Odyssey Trust Company is the trustee of the Issuer and the provisions and features of the trust are set forth in the Trust Agreement. The Issuer was established for the sole purpose of: (i) holding registered title to the Trust Property; and (ii) maintaining the Reserve Assets. The sole beneficiary of the Issuer is the Servicer. The beneficial interest of the Servicer is limited to the right to receive, in accordance with the terms of the Trust Agreement: (i) distributions when and as declared, if any; and (ii) the net proceeds of liquidation of the Trust Property upon termination of the Issuer, after satisfaction of all liabilities of the Issuer including the liabilities owed by the Issuer to the QCAD Holders. See “Material Contracts – Trust Agreement” below.

The Servicer

The Servicer, a corporation established under the federal laws of Canada and which is based in Toronto, Ontario, is the administrator and servicing agent of the Issuer pursuant to the QCAD Servicing Agreement. Pursuant to the QCAD Servicing Agreement, the Servicer is responsible for managing the QCAD Program, which includes overseeing the issuance and redemption of QCAD Tokens, which activities are also referred and result in the “minting” and “burning” of QCAD Tokens. The Servicer is a MSB and is permitted to conduct virtual currency dealings and is registered with FINTRAC. The Servicer is a wholly owned subsidiary of Stablecorp, a corporation established under the federal laws of Canada.

Stablecorp is a Canadian-operated technology company that leverages blockchain technology to enhance the financial services and payments experience, as well as the associated payment support solutions for individual and corporate users.

Officers and Directors of the Servicer

The board of directors of the Servicer currently consists of three members. The name, municipality of residence and office with the Servicer of each director and senior officer is set out below. The directors do not have a fixed term of office.

<u>Name</u>	<u>Municipality of Residence</u>	<u>Office with the Servicer</u>	<u>Principal Occupation</u>
Kesem Frank	Toronto, Ontario	Chief Executive Officer and Director	Chief Executive Officer of Stablecorp
Julie Paterson	Toronto, Ontario	Chief Operating Officer, Chief Compliance Officer and Director	Chief Operating Officer and Chief Compliance Officer of Stablecorp
Alex McDougall	Toronto, Ontario	President and Director	President of Stablecorp and President of FUTR Inc.

Ross McKee

Toronto, Ontario

Counsel

Legal Advisor

A description of the experience and background relevant to the QCAD Program and information regarding the principal occupations held by the above noted individuals during the past five years is set out below.

Kesem Frank

Kesem Frank is the Chief Executive Officer of Stablecorp and currently serves as a director of Mavennet Systems Inc., an innovative venture studio and a leader in the technology consulting space, and Neoflow Inc. Formerly a Senior Consultant with Deloitte Canada, Mr. Frank has also served as a mentor for several accelerator programs including Techstars, Creative Destruction Lab and the Founders Institute. Mr. Frank holds an MBA from the Rotman School of Management at the University of Toronto.

Julie Paterson

Julie Paterson serves as the Chief Operating Officer and Chief Compliance Officer of Stablecorp. With over 20 years of experience in the technology sector, Julie has held senior management roles in a wide range of global industries, including automotive, healthcare and fintech. She holds a Bachelor's degree in Engineering and a Master's degree in Computational Science from the University of Stuttgart, Germany. At Stablecorp, Julie oversees all operational aspects, ensuring efficiency and driving strategic growth initiatives.

Alex McDougall

Alex McDougall is the President of Stablecorp and the President of FUTR Inc., a subsidiary of The FUTR Corporation (TSX-V: FTRC). In addition to his role as President of Stablecorp, Mr. McDougall served as the Chief Executive Officer of Stablecorp from June 2022 to July 2025 and served as the Chief Operating Officer of Stablecorp from June 2021 to June 2022. Mr. McDougall currently serves as a director of Paradiso Ventures Inc. (operating as Balance) and Big Shooter Golf Inc., and previously was a Managing Director and Associate Advising Representative at 3iQ Corp. and the Chief Investment Officer and co-founder of Bicameral Ventures Inc. Prior to co-founding Bicameral Ventures Inc. in 2018, Mr. McDougall was an Investment Banking Associate at BMO Capital Markets and a Senior Underwriter with Export Development Canada. Mr. McDougall is a CFA Charter Holder and holds an MBA from the Rotman School of Management at the University of Toronto.

Ross McKee

Ross McKee was a securities lawyer and partner with the firm of Blake, Cassels & Graydon LLP from 1983 to December 2019 and has been in private legal practice since January 2020. During the period from January 2021 until December 2022, Mr. McKee was a director of 3iQ Corp., a digital asset manager, and its parent company, 3iQ Digital Holdings Inc.

Conflicts of Interest

The Servicer is compensated by the income generated by the Reserve Assets. The Issuer is subject to investment restrictions which govern how Reserve Assets may be invested or held. As a result, the discretion of the Servicer in administering the Reserve Assets is limited. The Servicer does not receive fees in connection with the purchase or redemption of QCAD Tokens. The Servicer does not receive any compensation from Authorized Participants in connection with the sale or distribution of QCAD Tokens. The Servicer may pay a fee to Authorized Participants. The Service Fee shall be primarily used to fund the costs associated with administering the QCAD Program, as well as the development of additional products and related technologies. The Servicer may pay a portion of its Service Fee to certain Authorized Participants as compensation for the technology infrastructure and other costs of making QCAD Tokens available on their platforms.

Promoters

The Servicer is also the promoter of the Issuer. The Servicer took the initiative in founding and organizing the Issuer and is, accordingly, the promoter of the Issuer within the meaning of Canadian Securities Legislation. The Servicer is compensated by the income generated by the Reserve Assets. Alex McDougall is also considered to be a promoter of the Issuer as Mr. McDougall took the initiative in founding and organizing the Servicer and Issuer and holds one unit of the Issuer in his capacity as settlor of the Issuer. Mr. McDougall is relying on the criteria set forth in Coordinated Blanket Order 41-930 *Exemptions from Certain Prospectus and Disclosure Requirements* dated April 17, 2025, from the need to provide an independent promoter certificate provided that the prospectus includes a certificate signed by that individual in a capacity other than that of a promoter.

Custodian

Tetra is the custodian of the assets of the QCAD Program, pursuant to the Custodian Agreement. The Custodian is a provincially regulated trust company based in Calgary, Alberta and provides services to the QCAD Program from its office in Calgary, Alberta. The Custodian is responsible for safekeeping of all Reserve Assets delivered to it. The Custodian may appoint a qualified custodian as sub-custodian from time to time, subject to the approval of the Issuer.

The Servicer, on behalf of the QCAD Program, or the Custodian may terminate the Custodian Agreement upon at least 90 days' written notice. The Servicer, on behalf of the QCAD Program, may terminate the Custodian Agreement immediately if the Custodian ceases to be qualified to act as a custodian of the QCAD Program under applicable law. The Custodian may terminate the Custodian Agreement on 60 days' written notice to the Servicer in the event that the Custodian has delivered a termination notice to any sub-custodian, or is entitled to deliver a termination notice to any sub-custodian upon the occurrence of certain termination events, pursuant to the terms of any sub-custodian agreement. The Custodian is entitled to receive fees from the QCAD Program as described under "Fees and Expenses – Fees and Expenses Payable by the Issuer – Operating Expenses" and to be reimbursed for all expenses and liabilities that are properly incurred by the Custodian in connection with the activities of the QCAD Program.

The Custodian, in carrying out its duties concerning the safekeeping of, and dealing with, the Reserve Assets, is required to exercise (a) the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances, or (b) at least the same degree of care as they exercise with respect to their own property of a similar kind, if this is a higher degree of care than the degree of care referred to in (a).

Trustee

Odyssey Trust Company, at its principal offices in Toronto, Ontario, is the trustee of the Issuer. Odyssey was established in 2017 and became a federally licensed trust company in 2022. Odyssey Trust Company currently operates as a full-service corporate trust service provider, regularly acting as trustee on behalf of private and public companies, special purpose trusts, investment funds and voting trusts. Odyssey Trust Company has several transfer agent clients operating in the digital asset sector.

Auditor

Davidson & Company LLP, having a principal address at 1200 – 609 Granville Street, Vancouver, BC V7Y 1G6, is the auditor of the Issuer.

CALCULATION OF RESERVE ASSETS

Calculation of Reserve Assets

All Canadian dollars received in exchange for the issuance of QCAD Tokens are held by the Issuer as Reserve Assets. The Reserve Assets consist of: (i) Canadian currency; (ii) investments that are evidence of indebtedness with a remaining term to maturity of 90 days or less and that are issued, or fully and unconditionally guaranteed as to principal and interest, by the government of Canada; or (iii) securities issued by one or more money market funds denominated

in Canadian dollars which are licensed, regulated or authorized by a regulatory authority in Canada or the United States of America.

The Servicer has adopted policies which outline the minimum liquidity requirements to be maintained for the Reserve Assets. In keeping with such policies, the Servicer shall keep a conservative approach with the following minimum liquidity setting: (i) 10% (or more) in fully liquid cash (meaning funds that can be transferred immediately from the Reserve Account or payment processing accounts to Qualified Holder accounts); (ii) 60% (or less) in overnight term-deposit investments or highly liquid publicly listed instruments (e.g., high interest savings account ETFs or other money market funds that meet the investment restrictions set out in the paragraph above) that could be withdrawn by the Servicer in less than 48 hours and then transferred from the Reserve Account to Qualified Holder accounts; and (iii) 30% (or less) in term-deposit investments that meet the investment restrictions set out in the paragraph above with a maturity of no more than 30 days. The Servicer may decide to maintain a more liquid position during times of market uncertainty or when there is a high level of expected redemption requests.

The Reserve Assets are custodied with Tetra, which is a “Canadian custodian” as defined in NI 31-103. Tetra holds the Reserve Assets in segregated “In Trust For” accounts with Canadian financial institutions and such accounts are clearly designated for the benefit of QCAD Holders.

The Servicer ensures that the fair value of the Reserve Assets is at least equal to the aggregate fair value of all outstanding QCAD Tokens at least once each day. The Servicer maintains daily accounts of: (i) the market value of the Reserve Assets; (ii) the supply of issued QCAD Tokens; and (iii) such other information as may be required by the CSA from time to time (including the items indicated under “Information Rights” above). The Reserve Assets are measured at fair value in accordance with Canadian GAAP for publicly accountable enterprises. The Reserve Assets may not be encumbered or pledged as collateral at any time, and the Issuer shall not borrow or lend assets of any kind.

Reporting of Monthly Attestations and Annual Financial Statements

Every month, the Servicer publishes the Monthly Attestation prepared by the Auditor. The Monthly Attestations indicate that the Reserve Assets are at least equal to the amount of QCAD Tokens in circulation as of the end of the particular month and on at least one randomly selected day during the particular month. The Monthly Attestations are made publicly accessible in a timely manner on Stablecorp’s website at www.stablecorp.ca. Stablecorp also provides such information at no cost to the QCAD Holders who so request by emailing Stablecorp at info@stablecorp.ca. The Monthly Attestations will also be filed under the Issuer’s profile on SEDAR+ at www.sedarplus.ca.

The Monthly Attestations include, for the last day of the month and at least one randomly selected day during the particular month: (i) details of the composition of the Reserve Assets; (ii) the fair value of the Reserve Assets; and (iii) the quantity of all outstanding QCAD Tokens.

The Monthly Attestations comply with the following requirements as set out in Staff Notice 21-333:

- (a) each Monthly Attestation provides reasonable assurance in respect of the assertion by the Servicer that the Issuer has met the following requirements as at the last business day of the preceding month and at least one randomly selected day during the preceding month: (i) the Issuer maintains a reserve of assets that is comprised of any of the following: (1) Canadian currency; (2) investments that are evidence of indebtedness with a remaining term to maturity of 90 days or less and that are issued, or fully and unconditionally guaranteed as to principal and interest, by the government of Canada; (3) securities issued by one or more money market funds denominated in Canadian dollars which are licensed, regulated or authorized by a regulatory authority in Canada or the United States of America; or (4) such other assets that the securities regulatory authority where the Issuer is domiciled has consented to in writing; (ii) all of the assets that comprise the reserve of assets are: (1) measured at fair value in accordance with Canadian GAAP (as such term is defined in Staff Notice 21-333) for publicly accountable enterprises at the end of each day; (2) held with a Qualified Custodian (as such term is defined in Staff Notice 21-333); (3) held in an account clearly designated for the benefit of the QCAD Holders or in trust for QCAD Holders ; (4) held separate and apart from the assets of the Issuer and its affiliates and from the reserve of assets of any other crypto asset, so that, to the best of the knowledge and belief of the Issuer after taking steps that a reasonable

person would consider appropriate, including consultation with experts such as legal counsel, no creditors of the Issuer other than the QCAD Holders in their capacity as QCAD Holders, will have recourse to the Reserve Assets, in particular in the event of insolvency; and (5) not encumbered or pledged as collateral at any time; and (iii) the fair value of the Reserve Assets is at least equal to the aggregate nominal value of all outstanding QCAD Tokens at least once each day;

- (b) the randomly selected day referred to in subparagraph (a) is selected by the public accountant and disclosed in the Monthly Attestation;
- (c) for each day referred to in subparagraph (a), the Servicer's assertion includes all of the following:
 - (i) details of the composition of the reserve of assets; (ii) the fair value of the reserve of assets in paragraph (a)(ii)(1) above; and (iii) the quantity of all outstanding QCAD Tokens and their aggregate nominal value; and
- (d) the Monthly Attestation is prepared in accordance with the Handbook (as such terms is defined in Staff Notice 21-333).

Every year, the Auditor will perform an audit of the Issuer and will produce the Annual Financial Statements. The Annual Financial Statements will be posted on Stablecorp's website at www.stablecorp.ca within 120 days of the end of each respective year. The Annual Financial Statements will also be filed under the Issuer's profile on SEDAR+ at www.sedarplus.ca. The Initial Audited Financial Statements of the Issuer are attached hereto as Schedule "A".

INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

The Servicer receives fees for its services to the QCAD Program. See "Fees and Expenses" above. The Issuer distributes its net income and net realized capital gains, if any, for each taxation year to the Servicer to such an extent that the Issuer will not be liable in respect of the taxation year for ordinary income tax. See "Distribution Policy" above. Shareholders of the Servicer may purchase QCAD Tokens on their own behalf or on behalf of clients managed by them.

MATERIAL CONTRACTS

The following contracts can reasonably be regarded as material to purchasers of QCAD Tokens:

- (a) the Trust Agreement;
- (b) the Custodian Agreement;
- (c) the form of Purchase and Redemption Agreement; and
- (d) the QCAD Servicing Agreement (collectively, the "**Material Contracts**").

Copies of the agreements referred to above may be inspected during business hours at the registered office of the Servicer. Brief descriptions of each of the Material Contracts are set out below.

Trust Agreement

The Trustee is required to exercise its powers and discharge its duties honestly, in good faith, and in the best interests of the Issuer, and in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent trustee and manager would exercise in similar circumstances. The Trustee may resign as trustee of the Issuer upon 60 days' notice to the Servicer. If the Trustee resigns or is removed by the Servicer in accordance with the Trust Agreement, the successor will be appointed by the Servicer.

The Trustee is entitled to fees for its services as trustee under the Trust Agreement as described under "Fees and Expenses – Fees and Expenses Payable by the Issuer – Operating Expenses". In addition, the Trustee and its affiliates and each of their directors, officers, employees, and agents are indemnified by the Issuer for all liabilities, costs and

expenses incurred in connection with any action, suit or proceeding that is proposed or commenced or other claim that is made against any of them in the exercise of the Trustee's duties under the Trust Agreement, if they do not result from the Trustee's wilful misconduct, bad faith, gross negligence or breach of its standard of care and duty thereunder.

The services of the Trustee are not exclusive and nothing in the Trust Agreement or any agreement prevents the Trustee from providing similar services to other clients or from engaging in other business activities.

Custodian Agreement

Tetra is the custodian of the assets of the Issuer pursuant to the Custodian Agreement. The Custodian is a provincially regulated trust company based in Calgary, Alberta and provides services to the Issuer from its office in Calgary, Alberta. The Custodian is responsible for safekeeping of all of the Reserve Assets delivered to it.

The Servicer, on behalf of the Issuer, or the Custodian may terminate the Custodian Agreement upon at least 90 days' written notice following the initial term of the Custodian Agreement. The Servicer, on behalf of the Issuer, may terminate the Custodian Agreement immediately if the Custodian ceases to be qualified to act as a custodian of the QCAD Program under applicable law. The Custodian is entitled to receive fees from the Issuer as described under "Fees and Expenses – Fees and Expenses Payable by the Issuer – Operating Expenses" and to be reimbursed for all expenses and liabilities that are properly incurred by the Custodian in connection with the activities of the Issuer.

The Custodian, in carrying out its duties concerning the safekeeping of, and dealing with, the Reserve Assets, is required to exercise (a) the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances; or (b) at least the same degree of care as they exercise with respect to their own property of a similar kind, if this is a higher degree of care than the degree of care referred to in (a).

Form of Purchase and Redemption Agreement

The form of Purchase and Redemption Agreement outlines the terms and conditions associated with the purchase and redemption of QCAD Tokens by Authorized Participants. Each Purchase and Redemption Agreement will be entered into by the Issuer, the Servicer and an Authorized Participant. Pursuant to the form of Purchase and Redemption Agreement, Authorized Participants can purchase and redeem QCAD Tokens from the Issuer through the Servicer on a 1:1 basis. The form of Purchase and Redemption Agreement also outlines the terms and conditions associated with the sale of QCAD Tokens by Authorized Participants to end users of QCAD Tokens.

Pursuant to the form of Purchase and Redemption Agreement, Authorized Participants shall comply with the QCAD Terms and Conditions and shall maintain any necessary licenses or exemptions therefrom in order to be able to transact QCAD Tokens.

The term of each Purchase and Redemption Agreement shall commence on the effective date of the particular Purchase and Redemption Agreement and, unless earlier terminated, continue for an initial term of one (1) year (the "**AP Initial Term**"). Thereafter, unless any party provides notice in writing at least 30 days prior to the end of the AP Initial Term or any AP Renewal Term (defined below), as applicable, of its intention not to renew the Purchase and Redemption Agreement, contemporaneously with the end of the AP Initial Term or such AP Renewal Term, as applicable, the then-current term shall automatically renew for one (1) additional year (an "**AP Renewal Term**").

QCAD Servicing Agreement

The QCAD Servicing Agreement outlines the duties of, and services provided by, the Servicer. Pursuant to the QCAD Servicing Agreement, the Servicer is responsible for managing the QCAD Program, which includes overseeing the following (among other things): (i) the issuance and redemption of QCAD Tokens, which activities are also referred to and result in the "minting" and "burning" of QCAD Tokens; (ii) the mandatory reporting and attestation associated with the QCAD Program; (iii) liquidity management; and (iv) management of the Reserve Account.

The term of the QCAD Servicing Agreement shall commence on the effective date of the QCAD Servicing Agreement and, unless earlier terminated, continue for an initial term of one (1) year (the "**Initial Term**"). Thereafter, unless

either the Servicer notifies the Issuer or the Issuer notifies the Servicer in writing at least 180 days prior to the end of the Initial Term or any Renewal Term (defined below), as applicable, of its intention not to renew the QCAD Servicing Agreement, contemporaneously with the end of the Initial Term or such Renewal Term, as applicable, the then-current term shall automatically renew for one (1) additional year (a “**Renewal Term**”).

Pursuant to the QCAD Servicing Agreement, the Servicer may suspend the redemption of QCAD Tokens for the whole or any part of a period during which the Servicer determines that conditions exist that render impractical the redemption of the QCAD Tokens or that impair the ability to determine the value of the assets of the Reserve Assets. The suspension may apply to all redemption requests received prior to the suspension but as to which payment has not been made.

In consideration for the services provided by the Servicer pursuant to the QCAD Servicing Agreement, the Issuer shall pay to the Servicer the Service Fee, as described under “Fees and Expenses – Fees and Expenses Payable by the Issuer – Service Fees”.

LEGAL AND ADMINISTRATIVE PROCEEDINGS

The Issuer and the Servicer are not involved in any legal proceedings nor is the Servicer aware of existing or pending legal or arbitration proceedings involving the Servicer or the Issuer.

EXPERTS

Mintz LLP, legal counsel to the Issuer and the Servicer, has provided certain legal opinions on the principal Canadian federal income tax considerations that apply to a purchase of QCAD Tokens by a purchaser resident in Canada. See “Income Tax Considerations”.

Davidson & Company LLP, having a principal address at 1200 – 609 Granville Street, Vancouver, BC V7Y 1G6, is the auditor of the Issuer and has consented to the inclusion of the Initial Audited Financial Statements in this prospectus. The Initial Audited Financial Statements of the Issuer are attached hereto as Schedule “A”. The Auditor has confirmed that it is independent with respect to the Issuer and the Servicer within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario.

EXEMPTIONS

The Servicer, on behalf of the Issuer, has obtained exemptive relief from the Securities Regulatory Authorities to permit or relieve the Issuer from the following:

- (a) the requirement under Canadian Securities Legislation that a prospectus contain a certificate of the underwriters;
- (b) the requirement under Canadian Securities Legislation to be registered as an adviser shall not apply to the Servicer in respect of it advising the Issuer with respect to the Reserve Assets;
- (c) the requirements in subsections 5.3(2) and 5.11(2) of National Instrument 41-101 *General Prospectus Requirements* that an issuer and promoter provide a certificate in the applicable issuer certificate form;
- (d) the requirements in section 8.2 of National Instrument 41-101 *General Prospectus Requirements* regarding the lapse date for a prospectus that qualifies securities distributed on a best efforts basis;
- (e) the requirement in Instruction (16) of Form 41-101F1 *Information Required in a Prospectus* that certain marketing materials are the only documents that can be incorporated by reference into a long form prospectus;

- (f) certain requirements of National Instrument 51-102 *Continuous Disclosure Obligations*, including the requirement to prepare and file interim financial statements and management’s discussion and analysis relating to an interim financial report;
- (g) the audit committee independence requirements of subsection 6.1.1(3) National Instrument 52-110 *Audit Committees*; and
- (h) the requirements under Canadian Securities legislation, including National Instrument 55-102 *System for Electronic Disclosure by Insiders (SEDI)* and National Instrument 55-104 *Insider Reporting Requirements and Exemptions*, that insiders of reporting issuers file reports disclosing any direct or indirect beneficial ownership of or control or direction over securities of the reporting issuer shall not apply to the insiders of the Issuer in relation to such insider’s ownership of or control or direction over QCAD Tokens.

The exemptive relief referenced above is subject to certain conditions. These conditions are described in the exemptive relief decision of the Ontario Securities Commission dated November 20, 2025, which is publicly available on the CSA’s website.

PURCHASERS’ STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces and territories of Canada provides purchasers with the right to withdraw from an agreement to purchase securities within two business days after the later of providing public access to the prospectus (i.e., filing on SEDAR+ and issuing a press release) and the date the purchaser enters into an agreement to purchase such securities. In several of the provinces and territories, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation, provided that the remedies for rescission, revisions of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory.

The Issuer has obtained exemptive relief from the requirement in Canadian Securities Legislation to include an underwriter’s certificate in this prospectus under a decision pursuant to National Policy 11-203 *Process for Exemptive Relief Applications in Multiple Jurisdictions*. See “Exemptions” above. As such, purchasers of QCAD Tokens will not be able to rely on the inclusion of an underwriter’s certificate in this prospectus or any amendment for the statutory rights and remedies that would otherwise have been available against an underwriter that signed an underwriter’s certificate. The purchaser should consult with a legal advisor.

DOCUMENTS INCORPORATED BY REFERENCE

Additional information about the QCAD Program is available in the following documents:

- (a) the Annual Financial Statements;
- (b) the annual management’s discussion and analysis of the Issuer;
- (c) the Monthly Attestations; and
- (d) the QCAD Terms and Conditions.

These documents are incorporated by reference in this prospectus, which means that they legally form part of this prospectus. These documents are publicly available on Stablecorp’s website at www.stablecorp.ca and may be obtained upon request, at no cost, by emailing Stablecorp at info@stablecorp.ca. These documents and other information about the QCAD Program are publicly available under the Issuer’s profile on SEDAR+ at www.sedarplus.ca. In addition, any such types of documents, if filed by the Issuer after the date of this prospectus and before the termination of the distribution of QCAD Tokens, are deemed to be incorporated by reference into this prospectus.

SCHEDULE "A"
INITIAL AUDITED FINANCIAL STATEMENTS

See attached.

QCAD DIGITAL TRUST
Financial Statements
(Expressed in Canadian Dollars)

**For the period from settlement
of the trust on May 1, 2025 to
October 31, 2025**

QCAD DIGITAL TRUST

Index to Financial Statements

(Expressed in Canadian Dollars)

For the period from settlement of the trust on May 1, 2025 to October 31, 2025

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INDEPENDENT AUDITOR'S REPORT

To the Trustee of QCAD Digital Trust

Opinion

We have audited the accompanying financial statements of QCAD Digital Trust (the "Trust"), which comprise the statement of financial position as of October 31, 2025, and the statement of trustee's equity for the period from settlement of the Trust on May 1, 2025, to October 31, 2025, and notes to the financial statements, including material accounting policy information.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Trust as at October 31, 2025, and its financial performance for the period from settlement of the Trust on May 1, 2025, to October 31, 2025 in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Trust in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 of the financial statements, which indicates the Trust's ability to generate future profits and receive capital injections could have a material effect on the Trust's ability to continue as a going concern. As stated in Note 1, these events or conditions indicate that a material uncertainty exists that may cast significant doubt on the Trust's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRS Accounting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Trust's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Trust or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Trust's financial reporting process.



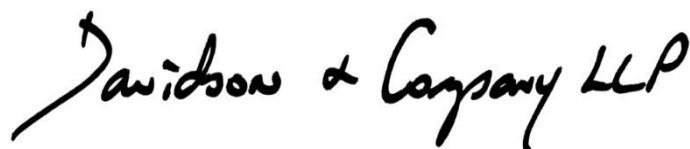
Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Trust to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

A handwritten signature in black ink that reads "Davidson & Company LLP". The signature is written in a cursive, flowing style.

Vancouver, Canada

Chartered Professional Accountants

November 19, 2025

QCAD DIGITAL TRUST
Statement of Financial Position (Expressed in Canadian Dollars)
October 31, 2025

	2025
ASSETS	
CURRENT	
Due from related party (Note 4)	\$ 10
COMMITMENTS (Note 5)	
TRUSTEE'S EQUITY (Note 6)	\$ 10

APPROVED BY THE TRUSTEE

_____ Trustee

QCAD DIGITAL TRUST

Statement of Trustee's Equity (Expressed in Canadian Dollars)

For the period from settlement of the trust on May 1, 2025 to October 31, 2025

	2025
BALANCE, BEGINNING OF PERIOD	\$ -
Settlement of Trust <i>(Note 6)</i>	10
BALANCE, END OF PERIOD	\$ 10

QCAD DIGITAL TRUST

Notes to Financial Statements (Expressed in Canadian Dollars)

For the period from settlement of the trust on May 1, 2025 to October 31, 2025

1. SETTLEMENT, BUSINESS ACTIVITIES AND GOING CONCERN

QCAD Digital Trust (the "Trust") was established on May 1, 2025 and is declared provincially under the Ontario Trustee Act. The Trust's principal business activity is holding the fiat reserves related to the QCAD Token. Stablecorp Digital Currencies Inc. is the sole beneficiary of the Trust. The Trust's registered office is located 477 Richmond Street West, Toronto, Ontario, M5V 3E7.

These financial statements have been prepared on a going concern basis, which presume the realization of assets and discharge of liability in the normal course of business for the foreseeable future. The Trust's ability to continue as a going concern is dependent upon future profitability of operations and capital injections.

These circumstances indicate the existence of material uncertainty that may cast significant doubt upon the Trust's ability to continue as a going concern. The ability of the Trust to continue operations is dependent on management's ability to generate future profits. Should the Trust be unable to generate positive cash flows, it may be unable to realize its assets and discharge its liabilities in the normal course of operations, and adjustment would be required to the carrying amounts.

2. BASIS OF PRESENTATION AND STATEMENT OF COMPLIANCE

The financial statements of the Trust have been prepared in accordance with IFRS Accounting Standards issued by the International Accounting Standards Board ("IASB").

The financial statements have been prepared on a historical cost basis and are presented in Canadian dollars.

The financial statements of the Trust for the period from settlement of the trust on May 1, 2025 to October 31st, 2025 were authorized for issue by the Trustees in accordance with a resolution of the Trust on November 19, 2025.

This is the first set of financial statements prepared by the Trust. As such, there are no comparative figures for prior periods. The Trust did not previously prepare financial statements under any other accounting framework. Therefore, IFRS 1, First-time Adoption of International Financial Reporting Standards, is not applicable.

3. MATERIAL ACCOUNTING POLICY INFORMATION

Financial Instruments

Financial assets

Financial assets are initially measured at fair value. Transaction costs are included as part of the initial measurement, except for financial assets at fair value through profit or loss (FVTPL). Such assets are subsequently measured at either amortized cost, FVTPL, or fair value through other comprehensive income (FVTOCI) depending on their classification. Classification is determined based on both the business model within such assets are held and the contractual cash flow characteristics of the financial asset unless an accounting mismatch is being avoided.

(continues)

QCAD DIGITAL TRUST

Notes to Financial Statements (Expressed in Canadian Dollars)

For the period from settlement of the trust on May 1, 2025 to October 31, 2025

3. MATERIAL ACCOUNTING POLICY INFORMATION *(continued)*

Financial assets are derecognized when the rights to receive cash flows have expired or have been transferred and the Trust has transferred substantially all the risks and rewards of ownership. When there is no reasonable expectation of recovering part or all of a financial asset, its carrying value is written off.

Financial assets at amortized cost

A financial asset measured at amortized cost only if both of the following conditions are met: (i) it is held within a business model whose objective is to hold assets in order to collect contractual cash flows; and (ii) the contractual terms of the financial asset represent contractual cash flows that are solely payments of principal and interest. The financial assets at amortized cost include due from related party.

Impairment of financial assets

The Trust recognizes a loss allowance for expected credit losses on financial assets which are either measured at amortized cost or FVTOCI. The measurement of the loss allowance depends upon the Trust's assessment at the end of each reporting period as to whether the financial instrument's credit risk has increased significantly since initial recognition, based on reasonable and supportable information that is available, without undue cost or effort to obtain.

Where there has not been a significant increase in exposure to credit risk since initial recognition, a twelve-month expected credit loss allowance is estimated. This represents a portion of the asset's lifetime expected credit losses that is attributable to a default event that is possible within the next twelve months. Where a financial asset has become credit impaired or where it is determined that credit risk has increased significantly, the loss allowance is based on the asset's lifetime expected credit losses. The amount of expected credit loss recognized is measured on the basis of the probability weighted present value of anticipated cash shortfalls over the life of the instrument discounted at the original effective interest rate.

Significant accounting judgments, estimates and assumptions

The preparation of the Trust's financial statements requires management to make judgments, estimates and assumptions that affect the reported amounts of revenues, expenses, assets and liabilities, and the disclosure of contingent liabilities, at the end of the reporting period. However, uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of the asset or liability affected in future periods.

Estimates and assumptions

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Trust based its assumptions and estimates on parameters available when the financial statements were prepared. Existing circumstances and assumptions about future developments, however, may change due to market changes or circumstances arising beyond the control of the Trust. Such changes are reflected in the assumptions when they occur.

QCAD DIGITAL TRUST

Notes to Financial Statements (Expressed in Canadian Dollars)

For the period from settlement of the trust on May 1, 2025 to October 31, 2025

3. MATERIAL ACCOUNTING POLICY INFORMATION *(continued)*

Fair value of financial instruments

Where the fair value of financial assets recorded in the statement of financial position cannot be derived from active markets, their fair value is determined using valuation techniques including the discounted cash flow model. The inputs to these models are taken from observable markets where possible.

Where this is not feasible, a degree of judgment is required in establishing fair values. The judgments include considerations of inputs such as credit, currency, interest rate, liquidity and digital asset risk. Changes in assumptions about these factors could affect the reported fair value of financial instruments (Note 7).

Going Concern

The Trust makes an assessment of its ability to continue as a going concern. This assessment relies on significant judgements and assumptions, taking into account all known future information.

4. DUE FROM RELATED PARTY

The Trust was settled on May 1, 2025 through a settlement paid by a director and the former CEO of Stablecorp Digital Currencies Inc., the service provider, for \$10.

5. COMMITMENTS

The Trust has entered into a servicing agreement with Stablecorp Digital Currencies Inc., for the management services to be provided. The Trust shall pay to the Servicer an annual service fee equal to 1.00% per annum of the Reserve Assets of the Trust.

6. TRUSTEE'S EQUITY

The Trust was established through an initial contribution of \$10 paid by the Settler to the Trustee on May 1, 2025.

7. FINANCIAL INSTRUMENTS

The Trust's financial instruments consist of due from related party, measured at amortized cost.

Risk Management

Risks include credit, currency, interest rate, liquidity, and digital asset risk. Management has completed an assessment and concluded no significant exposure to such risk given the limited balances and transactions.

QCAD DIGITAL TRUST

Notes to Financial Statements (Expressed in Canadian Dollars)

For the period from settlement of the trust on May 1, 2025 to October 31, 2025

8. CAPITAL MANAGEMENT

The Trust's capital consists of the fiat-denominated Reserve Assets held in the Reserve Account, which serve as the sole backing for QCAD Tokens in circulation. The Trust was established for the limited purpose of maintaining these Reserve Assets in accordance with its Trust Agreement and applicable securities regulations.

Capital management is focused entirely on ensuring the preservation and liquidity of the Reserve Assets to support the 1:1 redemption of QCAD Tokens for Canadian dollars. In accordance with the Trust's investment restrictions, Reserve Assets are limited to Canadian currency, Government of Canada short-term debt with maturities of 90 days or less, and Canadian dollar-denominated money market funds that are regulated in Canada or the United States.

The Trust does not engage in leverage, does not incur indebtedness, and may not pledge or encumber the Reserve Assets. The Servicer monitors the value of the Reserve Assets daily to ensure that they are at least equal to the total supply of QCAD Tokens outstanding. The Reserve Assets are held in segregated accounts with a qualified custodian and are subject to monthly attestations by the Trust's Auditor and annual financial audits.

There are no externally imposed capital requirements beyond those established by applicable Canadian securities regulations and the conditions outlined in the prospectus governing the issuance of QCAD Tokens.

CERTIFICATE OF THE ISSUER

Dated: December 21, 2025

This prospectus, together with the documents incorporated in this prospectus by reference, will, as of the date of a particular distribution of securities under the prospectus, constitute full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of Québec; and this amended and restated prospectus, together with the documents incorporated in this amended and restated prospectus by reference, will, as of the date of a particular distribution of securities under the amended and restated prospectus, constitute full, true and plain disclosure of all material facts relating to the securities offered by this amended and restated prospectus as required by the securities legislation of each province and territory of Canada other than Québec.

**Stablecorp Digital Currencies Inc.
(as Servicer on behalf of QCAD Digital Trust)**

By: "*Kesem Frank*"
Kesem Frank
Chief Executive Officer

By: "*Julie Paterson*"
Julie Paterson
Chief Operating Officer and Chief Compliance Officer

**On behalf of the Board of Directors of
Stablecorp Digital Currencies Inc.
(as Servicer on behalf of QCAD Digital Trust)**

By: "*Alex McDougall*"
Alex McDougall
Director

By: "*Julie Paterson*"
Julie Paterson
Director

By: "*Kesem Frank*"
Kesem Frank
Director

CERTIFICATE OF THE PROMOTER

Dated: December 21, 2025

This prospectus, together with the documents incorporated in this prospectus by reference, will, as of the date of a particular distribution of securities under the prospectus, constitute full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of Québec; and this amended and restated prospectus, together with the documents incorporated in this amended and restated prospectus by reference, will, as of the date of a particular distribution of securities under the amended and restated prospectus, constitute full, true and plain disclosure of all material facts relating to the securities offered by this amended and restated prospectus as required by the securities legislation of each province and territory of Canada other than Québec.

Stablecorp Digital Currencies Inc.

By: "*Kesem Frank*"
Kesem Frank
Chief Executive Officer

By: "*Julie Paterson*"
Julie Paterson
Chief Operating Officer and Chief Compliance Officer

On behalf of the Board of Directors of Stablecorp Digital Currencies Inc.

By: "*Alex McDougall*"
Alex McDougall
Director

By: "*Julie Paterson*"
Julie Paterson
Director

By: "*Kesem Frank*"
Kesem Frank
Director