THIS CUSTODY AGREEMENT is made on the ________________________________ (hereinafter referred to as the "**Agreement**")

BETWEEN

RWA MANAGEMENT LLC (400444596) a company incorporated in Ministry of Justice of Georgia having its address at Georgia, Tbilisi, Omar Khizanishivili Street, N 264 (Tbilisi Technology Park Free Industrial Zone) (hereinafter referred to as the "**Issuer**") of the one part;

AND

LEGACY TRUSTEE BERHAD (Registration No.: 202401010464 [1556314-V]) a Trustee Company incorporated in Malaysia having its business address at B-3A-20, B-3A-21, Kompleks Perindustrian Emhub, Persiaran Surian, Seksyen 3, Taman Sains Selangor, Kota Damansara, 47810 Petaling Jaya, Selangor, Malaysia (hereinafter referred to as the "**Trustee**") of the other part:

WHEREAS:

(a) The UNI RWA Tokens issued by RWA MANAGEMENT LLC (400444596) (hereinafter referred to as the "**Issuer**").

(b) The Issuer hereby appoints the Trustee to hold legal title to the UNI RWA Tokens.

(c) The Trustee is a company incorporated under the Trust Companies Act 1949 and is empowered to carry out activities provided therein.

(d) The Trustee agrees to act solely as custodian trustee and nominee holder of the UNI RWA Tokens subject to the terms of this Agreement.

(the space here below is purposely left blank)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) DEFINITIONS

In this Agreement where the context so admits the following expressions shall have the following meanings:

(a) "UNI RWA Token" means the token issued by RWA MANAGEMENT LLC (400444596) and any replacement, substituted, additional or derivative token issued in connection therewith.

(b) "Custody Assets" means the UNI RWA Tokens together with all distributions, proceeds, income, redemption proceeds and rights arising therefrom.

(c) "Custody Period" means the period commencing from the Commencement Date until termination of this Agreement.

2) APPOINTMENT OF TRUSTEE

2.1 The Issuer hereby appoints the Trustee as custodian trustee and nominee holder of the Custody Assets. The Trustee accepts such appointment upon the terms and conditions contained herein.

2.2 The Issuer shall remain the sole beneficial owner of the Custody Assets at all times. Nothing in this Agreement shall transfer beneficial ownership of the Custody Assets to the Trustee.

3) ROLE OF TRUSTEE

3.1 The Trustee shall hold legal title to the Custody Assets, maintain records relating to the Custody Assets, receive distributions and redemption proceeds, facilitate transfers and redemption of the Custody Assets upon written instructions of the Issuer, and perform such administrative functions as are reasonably necessary for custody purposes.

3.2 The Trustee acts solely in an administrative and custodial capacity and shall not be deemed to provide investment advice, financial advice, portfolio management services or discretionary investment management services.

4) UNI RWA TOKEN TERMS

4.1 The Issuer acknowledges that the UNI RWA Token is issued and administered by RWA MANAGEMENT LLC (the "Issuer"), and that the Trustee acts solely in its capacity as custodian trustee in relation to the UNI RWA Token.

4.2 Based on the information provided by the Issuer, the UNI RWA Token has an intended investment tenure of twelve (12) months and the Issuer has indicated a projected return of eleven per cent (11%) per annum upon completion of the full tenure, subject to the Issuer's terms and conditions.

4.3 Any redemption of the UNI RWA Token shall be processed through the Oxi Wallet application, platform or redemption mechanism designated by the Issuer and shall be subject to the Issuer's prevailing policies, procedures and requirements.

4.4 Where redemption is requested prior to the completion of the intended investment tenure, the return applicable to such redemption shall be subject to the terms prescribed by the Issuer from time to time, which may include a reduced rate of five per cent (5%) per annum.

4.5 The Issuer may impose fees, charges, penalties, deductions or other adjustments in connection with an early redemption, including a deduction of up to eight per cent (8%) of the principal investment amount or such other amount as may be determined by the Issuer.

4.6 The Issuer acknowledges that all matters relating to the operation of the UNI RWA Token, including any returns, distributions, redemption rights, fees, charges, penalties, deductions and payment obligations, are determined by the Issuer in accordance with its applicable terms and conditions.

5) INSTRUCTIONS

5.1 The Trustee shall be entitled to act and rely upon any instruction, notice, direction or other communication which appears to have been duly issued by or on behalf of the Issuer, without any obligation to investigate, verify or assess the validity, accuracy, commercial merits, suitability or consequences thereof. The Issuer acknowledges and agrees that all decisions relating to the acquisition, holding, redemption, transfer or disposal of the Custody Assets are made solely by the Issuer, and the Trustee shall have no responsibility or liability in respect of such decisions, save for carrying out its duties in accordance with the terms of this Agreement.

6) REDEMPTION

6.1 The Trustee shall only initiate redemption upon receipt of written instructions from the Issuer. The Trustee shall not be responsible for monitoring maturity dates or initiating redemption without instructions.

6.2 Redemption proceeds received by the Trustee shall be remitted to the Issuer after deduction of applicable fees, charges and expenses.

7) POWERS OF TRUSTEE

7.1 The Trustee shall hold legal title to the UNI RWA Token and any proceeds, distributions, redemption proceeds, replacement tokens or other rights arising therefrom (collectively, the "Custody Assets") solely in its capacity as custodian trustee. The Trustee shall have only such powers as are reasonably necessary to hold, safeguard, administer and transfer the Custody Assets, receive distributions and redemption proceeds, maintain custody records, and carry out the lawful written instructions of the Issuer. For the avoidance of doubt, the Trustee shall not exercise any investment discretion in relation to the Custody Assets.

8) TRUSTEE INDEMNIFICATION

8.1 The Issuer shall at all times hereafter keep save and harmless and agree to indemnify and continue to indemnify against all action, proceedings, claims, demands, penalties, cost (including legal cost) and expenses which may be brought or made against or incurred by the Trustee by reason or on account of Trustee adhering to the Issuer's instruction and executing this Trust within its mandate.

8.2 The Issuer shall indemnify and keep indemnified the Trustee, its directors, officers, employees and agents against any losses, liabilities, claims, damages, costs and expenses arising in connection with the Custody Assets, the performance of the Trustee's custodial functions, or the implementation of the Issuer's instructions, except to the extent that such losses, liabilities, claims, damages, costs or expenses are directly caused by the Trustee's fraud, wilful misconduct or gross negligence.

8.3 This clause shall survive the determination of this Agreement and continue for so long as is necessary to give its full effect, notwithstanding any other provision in this Agreement.

8.4 The Issuer confirms that he has independently evaluated the investment and accepts all associated risks. The Issuer acknowledges that investments involving digital assets and tokenised assets.

8.5 The Trustee acts solely in its capacity as custodian trustee and shall not be responsible for the performance, operation or management of any underlying investment, token, digital asset, Issuer or platform. Any repayment of principal, redemption, return, distribution or other payment relating to the UNI RWA Token shall be subject to the terms and conditions of the relevant Issuer and platform provider.

9) NON-DISCLOSURE/SECRECY

9.1 Without prejudice to any right under the general law of the Trustee to refuse disclosure of any document it is hereby declared that the Trustee shall not be bound to disclose to any person of the following that is to say:

(a) any document disclosing any deliberations of the Trustee (or any of them) as to the manner in which the Trustee should exercise any power or any discretion conferred upon the Trustee by this Trust Agreement or disclosing the reasons for any particular exercise of any such power or any such discretion or the material upon which such reasons shall or might have been based.

(b) Any other document relating to the exercise or proposed exercised of any power or any discretion conferred on the Trustee by this Trust Agreement (not being legal advice obtained by the Trustee at the cost of the Trust).

9.2 The Trustee shall also make necessary measurement in accordance to Personal Data Protection Act.

10) CONFIDENTIALITY

10.1 Each of the Parties shall treat as confidential and not disclose the provisions of this Trust Agreement and the negotiations relating to this Trust Agreement and shall make no announcement, press release or circular in connection with the subject matter of this Trust Agreement without the prior written consent of the other Party and either Party may make any such disclosure:

(a) if required to do so by any law, rule or regulation or pursuant to a decree of any court or administrative agency;

(b) to any governmental authority, self-regulatory entity or asserting jurisdiction;

(c) to its professional advisors and auditors, provided that each such entity agrees to keep such disclosed information confidential on the same terms as are provided in this Agreement;

(d) if necessary, in connection with an application to a regulatory authority in relation to or in connection with the transactions contemplated hereby.

11) TRUSTEE FEES

11.1 The Trustee shall be entitled to a custody fees.

11.2 Trustee who is engaged in a profession or business shall be entitled to receive reasonable reimbursement for expenses incurred in conventional professional, legal, or valuation fees, included charges, stamp duties, or other related third party costs, either calculated on a time-cost basis or as otherwise mutually agreed.

12) TRUSTEE DISCRETIONS

12.1 Every discretion or power conferred on the Trustee shall be an absolute and unlimited discretion or power and no exercise or purported exercise thereof or omission or refusal or failing to exercise any such discretion or power shall be challenged or disputed unless the Trustee shall have been dishonest in so doing.

12.2 The Trustee may from time to time by any Agreement or Agreement executed by the Trustee restrict or contract not to exercise or may release either wholly or partly (notwithstanding that such discretion or power shall have been conferred on the Trustee in a fiduciary capacity) all or any of the powers and discretion hereby or by law conferred on them. Every such restriction contract or release shall take effect according to the terms thereof and so that any restriction contract or release may be limited to extend to the exercise of any such power of discretion in favour of any specified person or class of persons or to its exercise during any specified period or in any other way that the Trustee in their absolute discretion shall think fit.

12.3 No rule of law or equity restricting the delegation of a duty power or discretion shall operate so as to prevent the Trustee exercising any of the powers and discretions herein contained.

13) SEVERABILITY

13.1 Any provision of, or the application of any provision of, this Trust Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

13.2 Any provision of, or the application of any provision of this Trust Agreement, which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provision of this Trust Agreement in that or any other jurisdiction.

14) FORCE MAJEURE

14.1 The Trustee will not be liable for failure to perform any of its obligations under this Trust Agreement to the extent such performance is hindered, delayed or prevented by Force Majeure (including payment obligations).

14.2 For the purpose of this Trust Agreement, "**Force Majeure**" will mean causes, conditions, events or circumstances which are beyond the reasonable control of the Party claiming Force Majeure. Such causes, conditions, events and circumstances, which include Acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockages, insurrections, riots, epidemics, pandemic, lockdown, Movement Control Orders or its equivalent subsidiaries orders, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraints of employees, inability of any Party hereto to obtain necessary permits, approvals due to existing or future laws, rules and orders of government authorities (both Federal and State), interruptions by government or court orders, present and future orders of any regulatory body having proper jurisdiction, civil disturbances, explosions and major damage to the business Premises will be considered Force Majeure if the Party claiming Force Majeure has not caused the conditions, event or circumstances and the cause of the condition, event or circumstances was out of the control of such Party.

14.3 A Force Majeure conditions events or circumstances shall not be a ground to terminate this Trust Agreement. It shall only have the effect of a "waiver" to perform one's obligations under the Trust Agreement during the Force Majeure period.

15) TERMINATION

15.1 This Agreement shall continue in force until terminated in accordance with this Clause.

15.2 The Issuer may terminate this Agreement at any time by giving not less than thirty (30) days' prior written notice to the Trustee, subject to the settlement of all outstanding fees, charges, costs and expenses due to the Trustee.

15.3 The Trustee may terminate this Agreement by giving not less than thirty (30) days' prior written notice to the Issuer where:-

a) the Trustee is required to do so by any applicable law, regulation, governmental authority or regulatory body;
b) the Trustee reasonably believes that continuing the custody arrangement may expose the Trustee to legal, regulatory, operational or reputational risks;
c) the Issuer commits a material breach of this Agreement and fails to remedy such breach within fourteen (14) days after receiving written notice from the Trustee.

15.4 Upon termination of this Agreement, the Trustee shall, subject to receipt of the Issuer's written instructions and payment of all outstanding fees, charges, costs and expenses:-

a) transfer the Custody Assets to the Issuer or to such person nominated by the Issuer and approved by the Trustee;
b) remit any redemption proceeds received by the Trustee in respect of the Custody Assets to the Issuer.

15.5 Where the Custody Assets are subject to any lock-up period, transfer restriction, redemption restriction, platform limitation or any other condition imposed by the Issuer, the Trustee shall only take such steps as are reasonably practicable to facilitate the transfer or redemption of the Custody Assets, and shall not be liable for any delay arising therefrom.

15.6 Termination of this Agreement shall not affect any rights, obligations, liabilities, indemnities or accrued entitlements of either Party arising prior to the effective date of termination, all of which shall survive termination to the extent necessary to give effect thereto.

16) GOVERNING LAW

16.1 The Parties acknowledge and agree that each Party shall comply with all applicable laws, regulations, rules, directives and guidelines issued by the relevant governmental, regulatory and statutory authorities in the jurisdiction(s) applicable to such Party and to the performance of its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring either Party to act in a manner inconsistent with any applicable law or regulatory requirement.

17) HEADINGS

17.1 All headings are included for convenience only and are not to be considered in the construction of any terms of this Trust Agreement.

(the space here below is purposely left blank)