

FEBRUARY 2026

ADVISORY COUNCIL CONDUCT AND EXPECTATIONS POLICY

DIJETS INC LIMITED

0. Pre-Launch Status

0.1 No Member shall be considered formally appointed or official until the Company's cryptocurrency token/project launch date as defined in Constitution ("Launch Date").

0.2 Tenure Clock: All tenure-based rights or obligations (including any conditional token qualification period) commence only on the Launch Date, regardless of prior signing date or activities.

0.3 Pre-Launch: Members may provide informal input but hold no formal status, authority, or Company representation rights. No Council-member rights or token-related liabilities attach pre-Launch Date.

0.4 The Company may adjust prospective Council membership pre-Launch at its discretion.

0.5 This section applies until the Launch Date has occurred and, for interpretation of pre-Launch vs post-Launch rights and obligations, for a period of twelve (12) months thereafter. Nothing in any pre-Launch communication, draft documentation, or informal participation shall create reliance, contractual entitlement, or expectation of appointment.

0.6 All obligations under this Policy – including but not limited to confidentiality (clauses 5, 7.4), social media and online conduct (clause 7), reputation and non-disparagement (clause 10), conflicts of interest (clause 9), recording restrictions (clause 8), and standards of conduct (clause 4) apply immediately to any individual participating in pre-Launch discussions, calls, or activities relating to the Company, the Council, or the Dijets Ecosystem, and continue indefinitely thereafter, regardless of whether formal membership is ever granted.

1. Purpose

This Advisory Council Conduct and Expectations Policy (the "Policy") sets out the standards of behaviour, duties and governance expectations applicable to all members of the Advisory Council (each, a "Member" and

together, the "Council") of Dijets Inc Limited (the "Company") in connection with the Company's cryptocurrency and digital asset activities in the United Kingdom.

1.2 The Policy supports high standards of integrity, professionalism and regulatory awareness, ensuring Members discharge responsibilities consistent with UK legal and regulatory frameworks, including Financial Conduct Authority ("FCA") expectations on crypto assets, market integrity, consumer duty, and fair treatment of clients and investors.

1.3 This Policy applies to all activities by Members in their capacity as Council members, whether in person, in writing or electronically.

1.4 The Advisory Council also serves as the Dijets Governance Council for protocol-level and on-chain governance matters under the Consolidated Governance Constitution (the "Constitution"). All such activities remain subject to this Policy and do not create employment, partnership, agency or fiduciary status.

2. Status of the Advisory Council

2.1 The Council is a non-executive, non-statutory governance and advisory body.

2.2 The Council has no corporate managerial, fiduciary, or executive decision-making authority on behalf of the Company.

2.3 All corporate executive authority remains vested in the Director(s) of the Company.

2.4 Advice and protocol-level decisions made through the governance process are binding only to the extent provided for in the Constitution and applicable technical rules and are non-binding as a matter of corporate law.

2.4a Nothing in this Policy, the Constitution, or any Council vote or recommendation shall restrict, override, or replace the statutory duties, authority, or decision-making powers of the Director(s) of the Company under the Companies Act 2006. Protocol-level governance decisions are

binding only within the technical governance framework of the Dijets Ecosystem and do not bind the Company as a matter of corporate law unless and until formally adopted by the Director(s).

2.5 Nothing in this Policy creates employment, partnership, joint venture, or agency status.

2.6 Except where expressly agreed in writing, Council membership does not give rise to fiduciary duties owed by a Member to the Company.

2.7 Members do not owe fiduciary duties to token holders, investors, or third parties by virtue of Council participation, but are expected to act in good faith and consistently with this Policy, the Constitution and the long-term interests of the Dijets Ecosystem.

3. Scope of Advisory Role

Members may provide strategic, technical, governance, regulatory, or market insight relating to:

- Token launch structure
- Ecosystem development
- Risk management
- Market positioning
- Regulatory considerations

The Company retains sole discretion regarding implementation of any advice.

4. Standards of Conduct

Members shall:

- Act honestly and in good faith

- Exercise independent judgement
- Maintain professional and respectful communications
- Avoid conduct reasonably likely to materially damage the Company's commercial interests or regulatory standing

Members must not engage in:

- Market manipulation
- Insider dealing
- Misleading communications
- Misuse of confidential information
- Coordinated conduct intended to undermine Company operations or launch activities

5. Confidentiality and Inside Information

5.1 Members shall keep confidential all non-public information relating to the Company, including technical, financial, operational, strategic, token-related, or investor information.

5.2 Confidential information may be used solely for the proper performance of advisory duties.

5.3 Members must not use non-public information to acquire, dispose of, or otherwise deal in Company-issued tokens or related digital assets.

5.4 These obligations survive conclusion of formal membership and apply in full to informal/pre-Launch participants as set out in clause 0.6.

6. Communications, Marketing and Public Statements

6.1 Members must not publish, promote, market, or publicly comment (including via social media, interviews, podcasts, forums, or digital platforms) on:

- The Company
- Its token
- Token economics
- Roadmap or internal matters

without prior written approval of the Managing Director.

6.2 Members must not speculate publicly on token price, valuation, performance, or projections.

6.3 Members must not represent themselves as authorised spokespersons unless expressly approved.

6.4 Members must not engage directly with investors, token holders, or prospective participants regarding Company matters unless authorised.

6.5 Nothing in this section prevents lawful or protected disclosures to regulators or competent authorities.

7. Social Media and Online Conduct

7.1 Members shall exercise caution in any online activity that could reasonably be associated with the Company.

7.2 Members must not imply endorsement authority, official affiliation status beyond their advisory role, or approval of token offerings unless expressly authorised.

7.3 Members must not engage in online discussions intended to influence token market perception.

7.4 These obligations survive formal membership in respect of confidential information and apply in full to informal/pre-Launch participants as set out in clause 0.6.

8. Recording and Information Control

8.1 Council meetings, calls, or discussions (virtual or in-person) must not be recorded without prior written consent of the Managing Director.

8.2 Screenshots, transcripts, extracts, or internal communications must not be shared externally without authorisation.

8.3 Internal documents, presentations, and materials remain confidential and must not be distributed outside authorised channels.

8.4 Where a meeting or communication is recorded with the express written consent of participants, such recording may be stored in Company-controlled systems for governance, compliance, or record-keeping purposes.

No recording containing personal data shall be permanently published to a public blockchain or other immutable public repository unless (i) explicit and informed written consent has been obtained from all identifiable participants, and (ii) the Company has determined that such publication complies with applicable data protection legislation.

Participants acknowledge that blockchain-based publication may be immutable and irreversible.

9. Conflicts of Interest

9.1 Members must disclose actual or potential conflicts reasonably connected to their advisory role.

9.2 Members shall disclose any material personal holdings of Company-issued tokens or financial interests in directly competing digital asset projects where such holdings could reasonably create perceived bias.

9.3 The Company may implement proportionate measures to manage conflicts, including recusal from specific discussions.

10. Reputation and Non-Disparagement

10.1 Members shall not, during membership or thereafter, make or publish any statement that:

- Is false or misleading;
- Is made with reckless disregard for its truth or accuracy; or
- Is reasonably likely to materially damage the Company's commercial interests, regulatory standing, token launch, or reputation.

10.2 Members shall not engage in conduct intended to undermine the Company's operations or launch activities.

10.3 Concerns, disagreements, or grievances must be raised through internal governance channels.

10.4 This section does not restrict lawful protected disclosures under applicable UK law.

10.5 These obligations survive conclusion of formal membership and apply in full to informal/pre-Launch participants as set out in clause 0.6.

11. Digital Asset Wallets

11.1 Members retain sole custody and control of their personal digital asset wallets and private keys.

11.2 The Company shall not require access to or control over any Member's personal wallet.

11.3 Members must not use non-public information obtained through Council participation to trade or signal trading of Company-issued tokens.

11.4 Nothing in this Policy restricts lawful personal investment activity conducted independently and without misuse of confidential information.

11.5 All Company-allocated tokens shall be subject to applicable AML/CTF disclosure requirements, minimum wallet security standards as notified by the Company, and confidentiality obligations relating to allocation terms.

12. Council Token Incentives

12.1 Council token allocations, if granted, are governed by a separate written Token Allocation Agreement. In the event of any inconsistency between this Policy and a Token Allocation Agreement, the terms of the Token Allocation Agreement shall prevail in respect of token mechanics.

12.2 Allocations shall be subject to a mandatory twelve (12) month staking period commencing on the official Launch Date and are expressly conditioned upon uninterrupted active Council membership for the full duration of such period. The twelve (12) month period runs continuously from the Launch Date and shall not be paused, reset, extended, or deferred due to delay in staking, inactivity, suspension, or removal.

12.2a For the purposes of this Policy, “active Council membership” means that the Member: (a) attends at least 75% of scheduled Council meetings in any rolling 12-month period, unless absence is excused in advance or due to illness or other exceptional circumstances; and (b) complies with the Constitution, this Policy, and any approved DIP (including proposal, participation and attendance expectations);

12.3 Where a Member ceases to be an active Council Member before completion of the twelve (12) month period, any conditional unstaking rights shall automatically lapse unless otherwise determined by the Company in its discretion.

12.3a Before any decision is taken to suspend, forfeit or reallocate a Member’s unstaking rights, the Company will set out in writing the reasons for the proposed action and give the Member a reasonable opportunity (normally at least 7 days) to provide written representations

or request a short meeting. The Company will take any such representations into account in reaching its final decision.

12.4 Once staked and transferred to a Member-controlled wallet, tokens remain under the Member's sole custody and control.

12.5 Once tokens have been validly transferred to a Member-controlled wallet in accordance with the applicable Token Allocation Agreement, the Company shall not exercise clawback rights except where transfer was procured by fraud, dishonesty, or material misrepresentation.

For the avoidance of doubt, this clause does not apply to goodwill token transfers under clause 12A.

12.6 Eligibility for future incentives may be contingent upon continued active membership and compliance with this Policy and the Constitution.

12.7 Nothing in this Policy constitutes an offer of securities or financial promotion.

12.8 Under no circumstances shall any Council Member use or attempt to use Council-controlled wallets, treasury funds, tokens, or other digital assets for personal gain, private benefit, or unauthorised purposes.

12.9 Any use of Council assets must be formally approved in accordance with the Council's governance and treasury management procedures. Unauthorised use may result in removal from the Council and further action as permitted under applicable law or governance rules. Such conduct may also constitute a material breach of governance duty under the Constitution.

12A. Goodwill Token Transfers (Non-Conditional)

12A.1 The Company may, at its discretion, transfer a fixed or variable quantity of tokens directly to a Member's personal digital asset wallet as a goodwill gesture.

12A.2 Such goodwill token transfers:

- Are not subject to staking or tenure requirements;

- Are not conditional upon continued Council membership;
- Remain the sole property of the recipient once transferred;
- Shall not be clawed back in the event of termination or removal.

Goodwill tokens are not consideration for services and are provided at the Company's sole discretion.

12A.3 Goodwill tokens do not constitute Council incentive allocations and are not governed by the twelve (12) month staking requirements under Clause 12.

12A.4 Members acknowledge that such transfers are discretionary and may vary between Members.

12A.5 Members acknowledge that they are solely responsible for determining and complying with any personal tax liabilities arising from the receipt, holding, staking, or disposal of tokens, and the Company makes no representation regarding tax treatment.

13. Meetings and Participation

13.1 Members are expected to:

- Comply with the Constitution, this Policy, and any approved DIP, including requirements relating to proposals, attendance and participation.
- Attend scheduled meetings where reasonably available
- Prepare appropriately
- Provide constructive and solution-oriented contributions

Persistent non-participation will normally mean falling below the attendance or engagement expectations in clause 12.2a over a sustained period without reasonable explanation. Before any decision is taken to

treat non-participation as a breach, the Company will notify the Member in writing and provide a reasonable opportunity to respond.

14. Appointment, Review and Conclusion of Membership

14.1 Membership of the Council is at the discretion of the Company and is subject to the terms of each Member's letter of appointment (if any) and this Policy.

14.2 The Company may periodically review the composition and effectiveness of the Council having regard to:

- The skills, experience and diversity of perspectives required to support the Company's UK and international cryptoasset strategy.
- The conduct, engagement and contribution of individual Members.
- Evolving regulatory and governance expectations.

14.3 Subject to the Constitution, any applicable Token Allocation Agreement, this Policy and acting reasonably and in good faith, the Company may terminate a Member's appointment at its discretion, including where:

- The Member commits a material or persistent breach of this Policy or any relevant Company policy;
- The Member engages in conduct which, in the reasonable opinion of the Company, brings or risks bringing the Company into disrepute;
- The Member's continued appointment is inconsistent with the Company's values, governance standards or regulatory obligations.

Such termination shall not of itself create entitlement to any token allocation except in accordance with the applicable Token Allocation Agreement.

14.4 Upon conclusion of membership, the individual must cease representing themselves as affiliated with the Company.

15. Intellectual Property

Any materials, analysis, or work product created in connection with Council duties belong to the Company unless otherwise agreed in writing.

16. Regulatory, Compliance and Anti-Financial Crime Expectations

16.1 Company complies with FCA rules, AML/CTF, sanctions, Consumer Duty, and market conduct.

16.2 No encouragement of breaches or speculative strategies over sustainability.

16.3 Raise concerns promptly with Managing Director/compliance; reference Speak Up Policy for protected disclosure.

16.4 Each Council Member bears personal responsibility for maintaining up-to-date knowledge of UK cryptoasset regulation, AML/CTF obligations, market conduct requirements, and cybersecurity risks.

17. Senior Managers and Certification Regime (SM&CR) Alignment

17.1 Members support the Company's SM&CR compliance by acting as "fit and proper" per FCA standards (COCON rules: integrity, competence). Conduct may inform Certification Regime assessments if roles overlap.

17.2 Promptly notify MD of any FCA/other investigations, arrests, or "fit and proper" issues affecting Council suitability.

18. Audit, Reporting, and Company Rights

18.1 The Company may, on reasonable notice (normally not less than seven (7) days), request such information and confirmations as are reasonably necessary to verify compliance with this Policy, including in

relation to conflicts of interest, communications, and token-related obligations.

Any such request shall be proportionate, limited to information relevant to the Member's advisory role, and conducted in a manner consistent with applicable data protection and privacy laws. The Company shall not require access to private keys or direct control of any personal digital asset wallet.

18.2 Members consent to background checks or references pre-appointment and periodically.

18.3 The Company reserves rights to publicise Council membership (with consent) or clarify status post-termination

19. Cybersecurity and Digital Asset Risk Oversight

19.1 Members advise on risks including custody, wallet security, smart-contract vulnerabilities, token launch operational resilience, and operational resilience per FCA SYSC expectations.

19.2 Report suspected vulnerabilities promptly via compliance channels.

20. Regulatory Change

20.1 If applicable law or regulation changes in a manner that materially affects the legality or classification of Council token allocations, the Company reserves the right to:

- Amend allocation mechanics;
- Substitute alternative incentive structures;
- Delay distributions;
- Suspend or cancel allocations where required for compliance.

20.2 The Company shall act reasonably and in good faith in implementing any such changes.

21. No Financial Promotion Authority

21.1 Council Members are not authorised persons under the Financial Services and Markets Act 2000 and shall not:

- Approve financial promotions;
- Communicate token investment invitations;
- Act as introducers or promoters;
- Represent the token as FCA-approved.

21.2 Members acknowledge that they act solely in an advisory capacity and have no regulatory authority on behalf of the Company.

22. Data Protection

22.1 The Company shall process personal data relating to Members in accordance with applicable UK data protection legislation, including the UK GDPR and Data Protection Act 2018.

22.2 Members acknowledge that certain information relating to their role, participation, and token allocations may be processed for governance, compliance, and regulatory purposes.

22.3 Members shall comply with applicable data protection obligations when handling any personal data obtained through Council participation.

23. No Employment, No Compensation Expectation

23.1 Council membership is voluntary and non-remunerated unless expressly stated in a separate written agreement.

23.2 Except for any token allocations expressly documented in a separate Token Allocation Agreement, Members acknowledge that they are not entitled to:

- Salary
- Fees
- Equity
- Benefits
- Pension contributions
- Expenses (unless pre-approved in writing)

23.3 No past or future token allocation shall create any expectation of ongoing compensation, employment status, or financial entitlement.

23.4 Members acknowledge that goodwill token transfers made to personal wallets are discretionary and do not constitute wages, consideration for services, or contractual remuneration.

23A. Digital Asset Risk Acknowledgment

Members acknowledge that digital assets are volatile and that token value may increase or decrease.

Nothing in this Policy guarantees financial return.

Participation is undertaken at the Member's own risk.

24. Limitation of Liability

24.1 No Member shall be personally liable to the Company for any loss arising from advice given in good faith in their advisory capacity.

24.2 Nothing in this Policy excludes liability for:

- Fraud

- Dishonesty
- Willful misconduct

25. Amendments

The Company may amend this Policy to reflect governance, regulatory, or operational requirements. Members will receive written notice of any material amendment, which shall take effect fourteen (14) days after notification (or sooner where required for legal or risk reasons). Continued participation in the Council constitutes acceptance of the amended Policy.

26. Severability

If any provision (or part of a provision) of this Policy is found by a court of competent jurisdiction or regulatory authority to be invalid, unlawful, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

If such modification is not possible, the relevant provision shall be deemed severed and the remainder of this Policy shall continue in full force and effect.

27. Governing Law

This Policy is governed by and construed in accordance with the laws of England and Wales.

28. Adoption

Issued pursuant to the Consolidated Governance Constitution, except as expressly stated in Clause 0 (Pre-Launch Status), this Policy takes effect on the Launch Date. Participation in the Advisory Council constitutes acceptance and supersedes all prior Council governance documentation.