



TSC/CPOC/2025/001

MASTER CUSTODIAL PROTECTION & OPERATIONAL COVERAGE POLICY

Triplesept Security Company Limited
152 Sesay Drive, Western Area, Freetown, Sierra Leone.

CUSTODIAL PROTECTION & OPERATIONAL COVERAGE POLICY

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ANNEX INDEX

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Annex G Pledged Goods Register
Annex H Claims Register
Annex I Forensic Investigation File
Annex J Compliance Register
Annex K Certificate of Custody Template
Annex L Certificate of Coverage Template
Annex M Underwriting Control Matrix

Annex A shall serve as the formal record of custody acceptance for all Covered Property.

It shall include:

- property description
- intake verification status
- custody commencement timestamp
- assigned classification schedule
- risk tier assignment
- custody reference identifier

Custody shall not be deemed active without completion of Annex A record entry.

Annex B shall constitute the continuous operational log of all Covered Property movements.

Entries shall include:

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- transfer events
- storage location changes
- transit handovers
- inspection actions
- security interventions

Annex B shall be treated as primary evidentiary material in all disputes and claims.

Annex C shall maintain the official classification of Covered Property into risk tiers and schedules.

Reclassification events shall be recorded with justification and timestamp.

Annex C governs operational handling intensity but does not modify liability ceilings.

Annex D shall record all vault-related custody activity including:

- entry authorisation logs
- dual-control access events
- vault movement records
- segregation assignments

Vault integrity is presumed unless contradicted by verified breach evidence.

Annex E shall record warehouse storage allocation and internal movement.

It shall include:

- storage zone assignment
- inventory reconciliation entries
- internal transfer logs

Warehouse discrepancies require verification before liability consideration.

Annex F shall govern all transit operations including dispatch, transfer, and receipt confirmation.

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It shall include:

- departure records
- handover checkpoints
- route verification logs
- delivery confirmation

Transit coverage applies strictly within Annex F recorded custody window.

Annex G shall record all pledged assets under conditional custody.

It shall include:

- pledge classification
- release conditions
- authorised instruction sources
- dispute suspension records

No pledged asset shall be released without compliance with Annex G conditions.

Annex H shall serve as the official record of all claims submitted under this Policy.

It shall include:

- claim intake form
- classification of Coverage Event
- investigation status
- determination outcome
- settlement status (if applicable)

Annex H constitutes the authoritative claims record system.

Annex I shall contain all investigative material related to Coverage Events.

It may include:

- surveillance extracts
- forensic audit reports

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- personnel statements
- custody reconstruction models

Annex I findings shall be determinative unless disproven by superior evidence.

Annex J shall record all compliance actions including:

- KYC verification
- AML screening
- sanctions checks
- regulatory disclosures
- suspension actions

Compliance actions taken in good faith shall not generate liability.

Annex K shall define the standardized format for issuance of Custody Certificates.

It shall include:

- custody reference ID
- classification schedule
- risk tier assignment
- custody commencement confirmation
- operational custody environment

Certificates are evidentiary only and not financial guarantees.

Annex L shall define operational Coverage Certificates confirming inclusion within this Policy.

It shall specify:

- coverage domain applicability
- exclusions applicable
- liability limitation reference
- custody phase status

No insurance rights are created by issuance of this certificate.

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Annex M shall define internal underwriting logic including:

risk acceptance thresholds
custody allocation rules
exposure concentration limits
classification logic parameters

Annex M governs internal operations only.

1. DEFINITIONS

“Company” means Triplesept Security Company Limited acting in its capacity as custodial operator, security service provider, logistics handler, vault manager, warehouse operator, and risk-bearing coverage entity for Covered Operations.

“Customer” means any individual, corporation, institution, or legal entity engaging the Company for Covered Operations involving Covered Property.

“Covered Property” means any asset, commodity, instrument, item, or pledged interest placed under the operational control, custody, or handling authority of the Company.

“Covered Operations” means all services provided by the Company including vault storage, warehouse storage, transit logistics, secure handling, classification services, pledged goods management, and high-value asset protection.

“Custody” means physical possession or operational control of Covered Property by the Company from acceptance until lawful release.

“Operational Custody” means any period during which the Company has direct or indirect control, supervision, or handling authority over Covered Property.

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“Chain of Custody” means continuous documented tracking of Covered Property including intake, movement, storage, handling, inspection, transfer, and release.

“Coverage Event” means any verified physical loss, damage, destruction, theft, or misappropriation occurring during Operational Custody.

“Vault” means a restricted-access high-security facility used for High-Value Asset storage.

“Warehouse” means controlled-access storage facility for general or bulk Covered Property.

“Transit” means any movement of Covered Property under Company control.

“Mining Products” means mineral commodities in any form including ores, bullion, refined metals, gemstones, and derivatives.

“High-Value Assets (HVA)” means jewellery, precious metals, gemstones, luxury items, and certified valuables.

“Luxury Accessories” means wearable or portable luxury goods including watches, jewellery, and designer accessories classified under HVA.

“Pledged Goods” means Covered Property subject to collateral, escrow, or conditional release restrictions.

“Declared Value” means Customer-stated valuation used for risk reference.

“Coverage Trigger” means conditions required for liability activation under this Policy.

“Exclusion Event” means any condition expressly excluded from coverage.

2. SCOPE AND NATURE OF COVERAGE

This Policy constitutes a unified operational coverage instrument governing all risk-bearing services provided by the Company.

Coverage applies strictly to physical custody operations and does not constitute financial insurance in the regulatory or underwriting sense unless separately agreed in writing.

The Company provides conditional operational coverage only within defined custody environments and operational phases.

Coverage is segmented into domain-specific risk layers including vault, warehouse, transit, pledged goods, and specialty asset categories.

3. OPERATIONAL COVERAGE STRUCTURE

Coverage under this Policy is structured as a layered operational risk system.

Each layer operates independently but within a unified custody framework.

The layers include:

- Vault Coverage Layer
- Warehouse Coverage Layer
- Transit Coverage Layer
- Pledged Goods Coverage Layer
- Specialty Asset Coverage Layer

Each layer has independent liability thresholds, exclusions, and trigger conditions.

4. CUSTODY COMMENCEMENT AND TERMINATION

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Custody commences at the moment the Company assumes physical or operational control of Covered Property.

Custody terminates only upon verified lawful release to authorised recipient.

No interruption, delay, or internal transfer shall terminate custody.

5. CHAIN OF CUSTODY SYSTEM

The Company shall maintain continuous chain-of-custody records for all Covered Property.

Records shall include intake logs, storage assignment, handling records, transit logs, inspection records, and release confirmation.

Chain-of-custody records constitute primary evidentiary authority in all coverage determinations.

6. CLASSIFICATION OF COVERED PROPERTY

All Covered Property shall be classified by the Company for operational risk control purposes.

Classification determines handling, storage, transit method, and coverage exposure.

6.1 MINING PRODUCTS COVERAGE

Mining Products include all mineral-based commodities including ores, bullion, refined metals, gemstones, and derivatives.

Coverage applies strictly to physical custody loss during handling or storage.

Coverage excludes valuation fluctuation and pre-intake misrepresentation.

6.2 HIGH-VALUE ASSET (HVA) COVERAGE

HVA includes jewellery, precious metals, gemstones, and certified valuables.

All sealed gold, gemstones, diamonds, emeralds, silver, and related assets are automatically included.

Coverage applies only where custody chain integrity is intact.

6.3 LUXURY ACCESSORIES COVERAGE

Luxury Accessories include watches, jewellery, and designer items.

Coverage is subsumed under HVA and does not constitute a standalone liability class.

6.4 CASH AND NEGOTIABLE INSTRUMENTS COVERAGE

Coverage applies to physical currency and negotiable instruments under custody.

Coverage excludes counterfeit or unlawfully held instruments.

6.5 DOCUMENTARY ASSETS COVERAGE

Coverage applies to physical legal documents under custody.

Coverage excludes intellectual content value.

6.6 DIGITAL ASSETS COVERAGE

Coverage applies only to physical media representing digital assets where physically held.

Pure electronic systems are excluded unless expressly agreed.

6.7 CULTURAL AND HISTORICAL ARTIFACT COVERAGE

Coverage applies to cultural, archaeological, and historical objects.

Coverage is limited to physical integrity during custody.

6.8 PLEDGED GOODS COVERAGE

Pledged Goods are subject to conditional custody only.

Release depends on documented conditions.

Company does not enforce underlying financial obligations.

7. VAULT COVERAGE DOMAIN

Vault coverage applies to High-Value Assets stored in secure facilities.

Coverage is limited to physical loss during verified vault custody.

Coverage excludes pre-existing defects or misdeclaration.

8. WAREHOUSE COVERAGE DOMAIN

Warehouse coverage applies to bulk or general storage environments.

Coverage is limited to custodial breach events.

Coverage excludes deterioration or environmental degradation.

9. TRANSIT COVERAGE DOMAIN

Transit coverage applies during movement under Company control.

Coverage begins at dispatch and ends at verified receipt.

Coverage excludes external authority actions and third-party carrier failure outside custody chain.

10. SECURITY AND CUSTODIAL CONTROLS

The Company shall implement layered security controls across all Covered Operations, including vault environments, warehouse facilities, and transit systems.

Such controls shall include access restriction protocols, identity verification systems, dual-control authorisation for sensitive handling, sealed custody procedures, monitored transfer points, and continuous or periodic surveillance mechanisms.

No individual personnel shall have unilateral authority over High-Value Assets or Pledged Goods without recorded secondary verification.

All access events, movements, inspections, and handling actions shall be logged within the Company's custody record system.

Security controls are operational safeguards and do not constitute a guarantee of absolute risk elimination.

11. OPERATIONAL RISK ALLOCATION FRAMEWORK

Risk under this Policy is allocated strictly according to custody phase and operational control.

Risk attaches to the Company only during verified Operational Custody periods.

Risk is excluded where loss arises outside custody control, including pre-intake conditions, post-release conditions, or external sovereign or regulatory intervention.

Risk allocation is further segmented by classification of Covered Property, with High-Value Assets, Mining Products, and Pledged Goods subject to enhanced handling controls but not expanded liability.

12. COVERAGE TRIGGER RULES

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A Coverage Event shall only be recognised where all of the following conditions are satisfied:

Covered Property was under verified Operational Custody at the material time
Physical loss, damage, destruction, or theft is objectively established
Chain-of-custody records confirm uninterrupted custody responsibility
A direct causal link exists between custody operations and the loss event

Where any condition is not satisfied, no Coverage Event shall be deemed to exist.

The burden of proof rests on the Customer.

13. LIABILITY STRUCTURE

The Company's liability under this Policy is strictly limited to direct physical loss of Covered Property occurring during verified Operational Custody.

Liability shall not exceed the Declared Value or accepted valuation of the Covered Property.

The Company shall not be liable for:

- indirect or consequential loss
- loss of profit or opportunity
- market or valuation fluctuations
- reputational damage
- third-party contractual loss
- speculative or non-physical damages

Liability is strictly custodial and not financial in nature.

14. EXCLUSIONS FRAMEWORK

No coverage or liability shall arise under this Policy for losses caused by or resulting from:

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- inherent defect, deterioration, or latent condition of Covered Property
- improper packaging or preparation prior to custody acceptance
- misrepresentation or misclassification by the Customer
- fraudulent, illegal, or sanctioned origin of Covered Property
- lawful seizure, confiscation, or regulatory enforcement action
- war, civil unrest, or sovereign intervention
- force majeure events including natural disasters and systemic infrastructure failure
- cyber incidents affecting external systems not directly controlling physical custody

Cyber incidents are explicitly not classified as force majeure where they affect internal custody systems.

15. VALUATION METHODOLOGY

Valuation is applied solely for liability limitation purposes.

Priority hierarchy applies:

1. Declared Value
2. Market Value
3. Independent Appraisal Value

Where discrepancies exist, the lowest substantiated valuation shall apply unless otherwise agreed in writing.

Valuation does not constitute certification of authenticity or marketability.

16. CLAIMS NOTIFICATION REQUIREMENTS

All claims must be submitted with written notification to the Company within a reasonable period following discovery of an alleged Coverage Event.

Notification must include:

- identification of Covered Property
- custody reference details

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- description of alleged loss
- supporting documentation available to the Customer

Failure to provide timely or adequate notification may result in claim rejection.

Notification does not constitute acceptance of liability.

17. CLAIMS INVESTIGATION AND DETERMINATION

The Company shall conduct a formal investigation into all valid claims.

Investigation may include review of chain-of-custody records, surveillance data, handling logs, transit records, inventory reconciliation, and personnel statements.

The Company may engage external forensic experts at its discretion.

Findings of the Company's investigation shall be determinative unless conclusively disproven by independent and verifiable evidence.

18. SETTLEMENT RULES

Any settlement arising under this Policy shall be strictly limited to proven direct physical loss of Covered Property during Operational Custody.

Settlement shall not include indirect, consequential, or speculative damages.

The Company may withhold or delay settlement pending completion of investigation, compliance checks, or verification of ownership.

19. PLEDGED GOODS ENFORCEMENT FRAMEWORK

Pledged Goods are held under conditional custody subject to documented release instructions.

The Company does not enforce underlying financial or contractual obligations between parties.

Where disputes arise concerning Pledged Goods, the Company shall suspend release until lawful resolution or verified instruction is provided.

Retention of Pledged Goods under such circumstances does not constitute breach or liability.

20. COMPLIANCE AND REGULATORY CONTROLS

The Company may conduct due diligence, identity verification, source-of-funds checks, and sanctions screening on Customers and Covered Property.

Custody may be suspended or terminated where compliance concerns arise.

The Company may disclose information to regulatory or law enforcement authorities where required or permitted by law.

21. AUDIT RIGHTS AND RECORD AUTHORITY

The Company retains full audit authority over all Covered Operations.

All custody records maintained by the Company shall prevail unless conclusively disproven by independent evidence.

Company records shall prevail unless conclusively disproven by independent evidence.

22. SUSPENSION AND TERMINATION OF COVERAGE

The Company may suspend or terminate coverage where operational, legal, regulatory, or security conditions require.

Suspension does not constitute breach.

Property shall remain under custody until lawful release conditions are met.

23. INDEMNITY PROVISIONS

The Customer shall indemnify the Company against losses arising from misrepresentation, unlawful conduct, breach of Policy, or defective ownership claims relating to Covered Property.

Indemnity includes reasonable legal and enforcement costs.

24. GOVERNING LAW AND DISPUTE RESOLUTION

This Policy shall be governed by the jurisdiction in which the Company is legally registered or operates.

Disputes shall be resolved through competent judicial or arbitral authority.

25. FINAL INTEGRATED COVERAGE PRINCIPLE

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This Policy constitutes a unified operational coverage instrument governing all Covered Operations.

All provisions operate collectively as a single risk allocation system.

Coverage exists only within defined operational custody and terminates upon lawful release of Covered Property.

26. RISK CLASSIFICATION AND EXPOSURE GRADING SYSTEM

All Covered Property shall be assigned a risk classification by the Company upon intake or subsequent reclassification based on observable characteristics, declared value, handling sensitivity, and custody environment requirements.

Risk classification shall determine operational handling standards, security intensity, audit frequency, and custody controls.

The Company may reclassify Covered Property at any time where new information, inspection results, or risk indicators justify adjustment.

Risk classification does not alter ownership rights but may affect operational handling protocols and coverage exposure thresholds.

27. ASSET RISK TIERS

Covered Property shall be categorised into the following operational risk tiers:

Tier A – Ultra High Risk

Includes high-density value assets, large bullion holdings, rare gemstones, sealed precious commodities, and critical pledged instruments.

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Tier B – High Risk

Includes jewellery collections, refined precious metals, luxury accessories, and high-value commercial goods.

Tier C – Moderate Risk

Includes general commodities, warehouse goods, and non-specialised commercial assets.

Tier D – Standard Risk

Includes documents, lower-value goods, and non-sensitive warehouse items.

Tier E – Controlled Documentation Risk

Includes archival materials, certificates, and non-physical value items stored physically.

Each tier determines custody intensity but does not expand liability beyond this Policy.

28. COVERAGE LIMITATION STRUCTURE

Coverage exposure is strictly bounded by Custody Phase and Risk Tier interaction.

Higher Risk Tier classification does not increase liability but increases security obligations.

Liability remains strictly limited to direct physical loss during Operational Custody.

No implied insurance expansion arises from risk tier classification.

29. INCIDENT SEVERITY CLASSIFICATION

All Coverage Events shall be classified by severity for adjudication purposes:

Severity Level 1 – Minor handling loss or recoverable discrepancy

Severity Level 2 – Partial damage or recoverable impairment

Severity Level 3 – Full physical loss or confirmed theft

Severity Level 4 – Catastrophic loss involving systemic custody breach

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Severity classification affects investigation intensity and documentation requirements but does not alter liability ceiling.

30. CUSTODY CERTIFICATION SYSTEM

Upon acceptance of Covered Property, the Company may issue a Custody Certificate confirming:

- identity of Covered Property
- custody commencement timestamp
- assigned risk tier
- storage or transit classification
- custody reference identifier

Custody Certificates are operational records only and do not constitute financial guarantees or insurance policies unless explicitly stated.

31. OPERATIONAL CERTIFICATE STRUCTURE

For internal underwriting control, the Company may generate Coverage Certificates per asset batch or custody entry.

Such certificates define:

- custody scope
- risk classification
- operational environment (vault, warehouse, transit)
- liability ceiling reference
- exclusion applicability

Coverage Certificates are subordinate to this Policy and do not override its provisions.

32. UNDERWRITING CONTROL AUTHORITY

The Company retains sole underwriting authority over acceptance, classification, risk grading, and coverage determination of all Covered Property.

No external party shall override or modify underwriting determinations unless expressly authorised in writing by the Company.

33. CUSTODY LIMITATION AND CAPACITY CONTROL

The Company may impose custody limits based on operational capacity, risk concentration, security environment, or regulatory constraint.

Such limits may apply to:

- total aggregate value under custody
- concentration of high-risk assets
- geographic transit exposure
- vault saturation thresholds

Exceeding capacity thresholds may result in refusal of intake or reallocation of custody scheduling.

34. LOSS AGGREGATION PRINCIPLE

Multiple Coverage Events arising from a single causative incident shall be aggregated into a single claim event for liability determination.

Separate incidents must be independently proven to constitute separate Coverage Events.

35. SYSTEMIC FAILURE CLAUSE

Where loss arises from systemic operational disruption affecting multiple Covered Properties simultaneously, liability shall be assessed per verified Custody linkage rather than aggregate exposure.

Systemic failure does not expand liability beyond individual Covered Property valuation ceilings.

36. EXTERNAL SERVICE PROVIDER INTEGRATION

Where the Company utilises third-party logistics, security, storage, or handling providers, such providers shall be deemed operational extensions of the Company solely for custody execution purposes.

Such integration does not transfer liability beyond the limits defined in this Policy.

37. INTERNAL RISK TRANSFER MECHANISM

The Company may distribute internal risk exposure across operational segments, reserves, or external insurance arrangements.

Such mechanisms are internal only and do not alter Customer-facing liability.

No Customer shall acquire direct rights against any internal or external risk carrier.

38. FRAUD AND MISREPRESENTATION CLAUSE

Any misrepresentation, concealment, or fraudulent declaration relating to Covered Property shall void coverage eligibility to the extent permitted by law.

This includes misstatement of value, origin, composition, ownership, or classification.

39. FINAL LIABILITY CONFIRMATION RULE

Liability shall only arise where:

- valid custody is established
- a Coverage Event is proven
- chain-of-custody integrity confirms exposure
- no exclusion applies
- valuation is determinable under this Policy

Absent all conditions, no liability exists.

40. MASTER INTEGRATION CLAUSE

This Policy, including all Coverage Domains, Risk Tiers, Certificates, and Operational Controls, constitutes a unified underwriting-grade custodial coverage framework.

All annexes, classifications, and operational structures operate as extensions of this Policy and are subordinate to its liability and exclusion framework.

41. CLAIMS FORMS AND SUBMISSION PROTOCOL

All claims submitted under this Policy shall be made using the Company's prescribed claims submission format or equivalent written instrument containing materially identical information.

A valid claim submission shall include:

- identification of Covered Property
- custody reference number
- classification category and risk tier
- description of alleged Coverage Event
- date and time range of incident discovery
- supporting documentation reasonably available to the Customer
- declaration of truth and accuracy by the claimant

The Company shall be entitled to reject any claim that is incomplete, inconsistent, fraudulent, or submitted outside reasonable notification standards.

Submission of a claim does not constitute automatic acceptance of liability by the Company.

42. CLAIM VALIDATION STANDARDS

A claim shall only be validated where the Company determines, based on investigation and custody records, that:

- Covered Property was under verified Operational Custody at the time of incident
- a physical Coverage Event occurred
- chain-of-custody continuity is established without break
- no exclusion applies under this Policy
- valuation can be reliably determined

Where any validation criterion fails, the claim shall be deemed invalid.

43. EVIDENCE HIERARCHY AND CONTROL RULE

In all disputes, determinations, or claims assessments, the following evidentiary hierarchy shall apply:

Primary Evidence

Company custody records including intake logs, movement logs, vault records, transit logs, surveillance data, and access control records.

Secondary Evidence

Customer documentation, third-party confirmations, and external reports.

Tertiary Evidence

Witness statements, informal records, or non-verified assertions.

Where conflict arises, Primary Evidence shall carry substantial evidentiary weight, unless conclusively disproven by independent forensic verification.

44. FORENSIC STANDARDS OF PROOF

A Coverage Event must be established on the basis of objective, verifiable, and reproducible evidence demonstrating physical loss or damage during Operational Custody.

Suspicion, inference, or probabilistic assumption shall not constitute proof.

The burden of proof rests entirely upon the Customer.

45. INVESTIGATION PROCEDURE FRAMEWORK

Upon claim initiation, the Company shall conduct an internal investigation process which may include:

- audit of custody chain records
- review of surveillance systems
- inspection of storage environments
- analysis of transit logs
- interviews with operational personnel
- engagement of external forensic experts

The Company may extend investigation timelines where complexity, regulatory review, or evidentiary uncertainty exists.

46. SETTLEMENT DETERMINATION RULES

Any settlement arising from a validated claim shall be strictly limited to direct physical loss of Covered Property.

Settlement value shall not exceed the lower of Declared Value or substantiated Market Value unless otherwise agreed in writing.

No settlement shall include indirect, consequential, or speculative losses.

The Company may offset settlement against outstanding obligations owed by the Customer.

47. DISPUTE RESOLUTION MECHANISM

Any dispute arising under this Policy shall first be subject to internal review by the Company.

Where unresolved, disputes shall proceed to arbitration or competent judicial authority as determined by governing jurisdiction.

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The Customer agrees that custody records maintained by the Company shall be admissible as primary evidence in any dispute forum.

48. APPEAL AND REVIEW PROCESS

The Company may, at its discretion, allow a one-time internal appeal of a claims determination.

Appeal submissions must present new, material, and verifiable evidence not previously considered.

Final determination following appeal shall be binding within the Company's operational framework.

49. OPERATIONAL SOP INCORPORATION CLAUSE

All internal operational procedures, including vault handling protocols, warehouse management systems, transit procedures, and security protocols, are incorporated into this Policy by reference as binding operational standards.

Non-compliance with operational SOPs shall constitute grounds for limitation or denial of coverage.

50. TRANSIT SECURITY PROTOCOL ANNEX

All Covered Property in transit shall be subject to:

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sealed custody verification prior to dispatch
controlled handover procedures
documented chain-of-transfer at each logistics stage
tracking and monitoring systems
secure containment during movement

Break in seal integrity without verified custody breach investigation shall not automatically constitute a Coverage Event.

51. VAULT SECURITY PROTOCOL ANNEX

Vault operations shall require:

- dual-authorisation access control
- restricted entry zones
- recorded entry and exit logs
- continuous or scheduled surveillance
- segregated storage allocation by risk tier

No vault access event shall occur without recorded traceability.

52. WAREHOUSE SECURITY PROTOCOL ANNEX

Warehouse operations shall require:

- segregated storage classification
- controlled personnel access
- inventory reconciliation procedures
- periodic internal audits

Warehouse loss claims require strict proof of custodial breach.

53. UNDERWRITING MANUAL INCORPORATION

The Company's internal underwriting manual governs:

- risk tier assignment
- custody acceptance criteria
- valuation acceptance thresholds
- exposure concentration limits
- security allocation models

Such manual is binding for operational interpretation but does not create additional liability beyond this Policy.

54. FINAL INSTITUTIONAL EFFECT

This Policy constitutes a unified underwriting-grade custodial coverage instrument governing all Covered Operations of the Company.

All annexes, protocols, classifications, and operational systems operate as integrated components of this Policy.

Coverage exists strictly within defined Operational Custody parameters and terminates upon lawful release of Covered Property and closure of all obligations.

55. CERTIFICATE OF CUSTODY

Upon acceptance of Covered Property, the Company may issue a Certificate of Custody as an operational record confirming custody engagement.

Such Certificate shall include:

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- identification reference of Covered Property
- custody commencement confirmation
- assigned risk tier classification
- operational custody environment (vault, warehouse, transit)
- chain-of-custody reference code
- handling classification category

A Certificate of Custody does not constitute an insurance policy, guarantee of value, or guarantee of recovery. It serves strictly as evidentiary confirmation of custody status and operational classification.

All Certificates are subordinate to this Policy and do not modify liability, exclusions, or coverage limits.

56. CERTIFICATE OF COVERAGE

Where issued, a Certificate of Coverage shall represent acknowledgment of operational risk acceptance by the Company strictly within the terms of this Policy.

Such Certificate shall:

- confirm that Covered Property is within operational custody scope
- identify applicable coverage domain(s)
- reference applicable exclusions
- confirm liability limitation framework

A Certificate of Coverage does not create independent insurance rights or external insurer obligations.

57. SCHEDULE OF COVERAGE CLASSIFICATIONS

Covered Property shall be assigned classification schedules for operational control purposes only:

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Schedule A – Ultra Sensitive High-Value Assets
Schedule B – High-Value Commodities and Jewellery Assets
Schedule C – Industrial and Mining Commodities
Schedule D – General Warehouse Goods
Schedule E – Documentary and Archival Property
Schedule F – Conditional Pledged Property
Schedule G – Transit-Only Controlled Property

Schedules define handling intensity and security protocols but do not modify liability ceilings.

58. EVENT LOGGING REQUIREMENTS

The Company shall maintain continuous logging systems for all Covered Operations including:

- custody intake events
- movement events
- storage location changes
- inspection events
- transit handovers
- security interventions
- release confirmations

All logs shall be time-stamped and maintained as part of the permanent custody record system.

59. INCIDENT RECONSTRUCTION AUTHORITY

In the event of a Coverage Event allegation, the Company shall have authority to reconstruct operational sequences using custody logs, surveillance data, access records, and transit tracking systems.

Such reconstruction shall constitute primary evidentiary material in determining liability or exclusion applicability.

60. SECURITY BREACH CLASSIFICATION

Security incidents shall be classified as follows:

- Class I – Internal procedural deviation without loss
- Class II – Suspicious activity without confirmed loss
- Class III – Confirmed breach with recoverable exposure
- Class IV – Confirmed breach with verified physical loss

Only Class IV incidents may qualify as Coverage Events.

61. LOSS ATTRIBUTION RULE

Loss shall only be attributed to the Company where:

- custody responsibility is active
- direct physical control existed at time of incident
- loss occurred within operational custody boundary
- no exclusion applies

Where attribution cannot be clearly established, liability shall not arise.

62. MULTI-LOCATION CUSTODY RULE

Where Covered Property is transferred between multiple Company-controlled locations, custody remains continuous and uninterrupted.

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No transfer between internal facilities shall constitute termination of custody.

63. THIRD-PARTY DEPENDENCY RULE

Where external contractors, logistics providers, or service partners are engaged, they shall be deemed operational extensions of the Company solely for execution purposes.

Their involvement does not extend liability beyond this Policy nor create independent customer rights against such third parties.

64. FORCE MAJEURE LIMITATION

Force majeure shall include natural disasters, civil unrest, war, infrastructure collapse, and systemic disruption events.

Cyber incidents, digital compromise, ransomware, or electronic intrusion affecting operational systems shall not automatically qualify as force majeure unless directly caused by external uncontrollable infrastructure failure.

65. DATA AND SURVEILLANCE INTEGRITY CLAUSE

All surveillance, tracking, and digital custody systems used by the Company shall be treated as official custody evidence systems.

Data generated by such systems shall be presumed accurate unless proven otherwise by independent forensic analysis.

66. FINAL LIABILITY CONFIRMATION PRINCIPLE

No liability shall arise unless all of the following are satisfied:

- verified Operational Custody
- confirmed physical Coverage Event
- validated chain-of-custody continuity
- absence of exclusion condition
- quantifiable valuation under Policy rules

Failure of any condition negates liability entirely.

67. FINAL MASTER INTEGRATION STATEMENT

This Custodial Protection and Operational Coverage Policy constitutes the full and exclusive instrument governing all Covered Operations of Triplesept Security Company Limited.

All certificates, schedules, classifications, protocols, manuals, and annexes are subordinate to and governed by this Policy.

Coverage is strictly operational, conditional, and bounded by custody control and defined exclusions.

No external interpretation may expand liability beyond the express terms of this Policy.

68. CLAIMS INTAKE FORM

All claims submitted under this Policy shall conform to a standardized intake structure capable of being processed within the Company's internal adjudication system.

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A valid claims intake submission shall include:

- Custody reference identifier
- Covered Property classification and schedule tier
- Declared Value and supporting valuation basis
- Description of alleged Coverage Event
- Timeframe of incident occurrence or discovery
- Location of custody phase at time of incident
- Chain-of-custody reference trail (if applicable)
- Evidence attachments reasonably available at time of submission
- Claimant identity verification details

The Company shall have no obligation to process claims that do not meet minimum intake completeness requirements.

Submission of this form constitutes initiation of review only and not acceptance of liability.

69. CLAIMS PROCESS FLOW CONTROL RULE

All claims shall proceed through a structured internal workflow consisting of:

- preliminary validation of custody status
- chain-of-custody integrity check
- risk tier and classification verification
- incident classification (Class I–IV)
- forensic review activation where required
- liability determination stage
- settlement eligibility assessment

The Company may pause or extend any stage of review where additional verification is required.

No stage shall imply acceptance of liability.

70. RISK MATRIX

The Company shall maintain an internal underwriting risk matrix governing acceptance, handling intensity, and custody allocation.

The matrix shall evaluate:

- asset classification
- risk tier assignment
- handling sensitivity
- geographic exposure during transit
- storage environment requirements
- historical incident correlation data (if applicable)

The matrix is used strictly for operational governance and does not expand liability exposure.

71. LIABILITY CAPACITY CONTROL RULE

The Company shall maintain the right to limit aggregate custody exposure across all Covered Operations based on:

operational capacity thresholds
security saturation levels
vault occupancy constraints
transit network load
risk concentration limits

Where capacity thresholds are reached, the Company may refuse intake, defer custody, or reallocate handling timelines.

72. CROSS-SERVICE COVERAGE INTEGRATION RULE

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Where Covered Property moves across multiple Covered Operations (vault → transit → warehouse → vault), coverage shall remain continuous but segmented by custody phase.

Each phase shall be independently assessed for liability exposure and exclusion applicability.

No aggregation of liability shall occur beyond the single confirmed Coverage Event.

73. FRAUD & NULLIFICATION CLAUSE

Where fraudulent declaration, misrepresentation, concealment, or material omission is identified in relation to Covered Property, the Company shall have authority to:

- invalidate coverage eligibility
- suspend custody operations
- retain Covered Property pending investigation
- report to regulatory or law enforcement authorities where required

Such action shall not constitute breach or liability.

74. RECORD FINALITY PRINCIPLE

All custody records maintained by the Company, including digital logs, physical logs, surveillance records, and audit trails, shall be considered final operational records for the purposes of coverage determination.

Such records shall be presumed accurate unless contradicted by credible evidence conclusively disproven by independent forensic evidence of equivalent or superior integrity.

75. REGULATORY COMPLIANCE FINAL CLAUSE

The Company shall operate under applicable regulatory frameworks governing security services, logistics handling, custodial storage, and controlled asset movement.

Compliance actions taken in good faith, including reporting, retention, or suspension of custody, shall not create liability toward the Customer.

76. TERMINATION EFFECT FINAL RULE

Upon termination of custody or completion of release:

- all coverage obligations cease
 - all liability exposure terminates
 - all operational control over Covered Property ends
 - chain-of-custody records are closed and archived
 - No post-release liability shall attach to the Company.
-

77. INTEGRATED POLICY EFFECT

This Policy represents the complete and exclusive operational coverage instrument governing all services provided by Triplesept Security Company Limited.

It integrates:

- vault operations
- warehouse storage
- secure transit logistics
- pledged goods handling
- mining product custody
- high-value asset protection
- cultural artifact safeguarding
- classification and underwriting systems

All provisions operate as a single unified risk control architecture.

78. CERTIFICATION OF COVERAGE STRUCTURE

This Policy constitutes a consolidated custodial and operational coverage framework designed to define, limit, and regulate liability exposure across all Covered Operations of the Company.

No external representation, oral statement, or ancillary document shall modify its terms unless formally incorporated in writing by the Company.

79. INSTRUMENT STRUCTURE CONTROL AND ANNEX NUMBERING SYSTEM

This Policy shall be maintained as a structured institutional instrument governed by controlled annex sequencing for operational, legal, and audit traceability.

All annexes, schedules, certificates, and operational references shall be uniquely identifiable and indexed within the Company's custody governance system.

No annex shall exist independently of this Policy, and no annex shall be interpreted in isolation from the master instrument.

The Company shall maintain authority to update annex sequencing for operational integrity without altering core liability provisions.

80. FINAL INTEGRATED DECLARATION

This Custodial Protection and Operational Coverage Policy, including all annexes, schedules, registers, certificates, and operational protocols, constitutes the complete and exclusive governing instrument for all Covered Operations of Triplesept Security Company Limited.

All coverage, liability, exclusions, and operational controls are defined exclusively within this instrument.

No external representation shall modify its legal or operational effect.

81. POLICY ADOPTION

This Custodial Protection and Operational Coverage Policy (the “Policy”) has been reviewed, approved, and adopted by the Management of Triplesept Security Company Limited.

Management confirms that this Policy establishes the governing framework for the custody, storage, transportation, handling, protection, administration, and operational coverage of Covered Property under the control of the Company.

Management further confirms that all departments, employees, agents, contractors, and authorized representatives of the Company shall operate in accordance with the provisions, standards, procedures, controls, limitations, and requirements contained within this Policy.

This Policy shall become effective on the Effective Date specified herein and shall remain in force until amended, superseded, or withdrawn by authorized management action.

Certification

The undersigned certify that this Policy has been duly reviewed and approved in accordance with the governance procedures of Triplesept Security Company Limited and is adopted as an official corporate policy of the Company.

Date of Approval: 09/06/26

Policy Title: Custodial Protection & Operational Coverage Policy

Policy Number: TSC/CPOC/2025/001

CUSTODIAL PROTECTION & OPERATIONAL COVERAGE POLICY

Version Number: 1.2

Effective Date: 09/06/26



Signature: _____

Position: Managing Partner,

Date: 9th June, 2026



Signature: _____

Position: Compliance and Risk Officer

Date: 9th June, 2026

82. EXECUTION

This Policy is adopted and approved by Triplesept Security Company Limited and shall take effect on the Effective Date stated herein.

Executed on this 9th day of June 2026 for and on behalf of Triplesept Security Company Limited.



: _____

Approved By: Chief Operations Officer
[Official Company Seal Affixed Here]
Date of Approval: 09/06/26

Policy Title: Custodial Protection & Operational Coverage Policy
Policy Number: TSC/CPOC/2025/001
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CUSTODIAL PROTECTION & OPERATIONAL COVERAGE POLICY

END OF DOCUMENT