**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF DELAWARE**

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| In re:<br><br>Prime Core Technologies., *et al.*[1]<br><br>Debtors. | Chapter 11<br><br>Case No. 23-11161 (JKS)<br>(Jointly Administered)<br><br>**Objection Deadline: February 5, 2025 at 4:00 p.m. (ET)**<br>**Hearing Date: February 14, 2025 at 10:00 a.m. (ET)**<br><br>**Re: Docket No. 919** |

**OBJECTION OF ELECTRIC SOLIDUS, LLC D/B/A SWAN BITCOIN TO THE PLAN ADMINISTRATOR'S MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE PLAN ADMINISTRATOR'S DETERMINATION THAT THE DEBTORS' ASSETS ARE PROPERTY OF THE BANKRUPTCY ESTATES; (II) APPROVING DISTRIBUTIONS OF ESTATE PROPERTY; (III) ESTABLISHING PROCEDURES FOR SETTING A DISPUTED CLAIMS RESERVE; AND (IV) GRANTING RELATED RELIEF**

Electric Solidus, LLC d/b/a Swan Bitcoin ("Swan"), a creditor of the above-captioned debtors and debtors in possession in the above jointly administered cases, files this Objection to the *Plan Administrator's Motion for Entry of an Order (I) Approving the Plan Administrator's Determination that the Debtors' Assets are Property of the Bankruptcy Estates, (II) Approving Distributions of Estate Property; (III) Establishing Procedures for Setting a Disputed Claims Reserve; and (IV) Granting Related Relief* [Docket No. 919] (the "Motion") (this "Objection"), and states as follows:

## INTRODUCTION

Swan objects to the Plan Administrator's Motion because it effectively seeks to use the Debtors' fraud and mismanagement as an excuse to shirk its fiduciary obligations to its creditors and customers, including Swan, and to misappropriate creditors' funds to paper over its own financial mismanagement. The Motion is based on inaccurate assumptions, a flawed understanding of the nature of the assets at issue, and a complete disregard for the rights of Prime Trust's creditors and customers and Prime Trust's obligations to them, and should be denied.

[1] A complete list of the Debtors in these chapter 11 cases is available on the website of the Debtors' claims and noticing agent, https://cases.stretto.com/primetrust/.

## BACKGROUND

Debtor Prime Trust LLC is a trust company, registered with the state of Nevada to do business as a trust company and regulated as such ("Prime Trust").

Swan (and its customers) deposited at least $500,000 (and, upon information and belief, significantly more) in various cryptocurrencies with the Debtors. As part of the process for making these deposits, the parties executed various agreements to safeguard Swan's and its customers' funds and to govern the relationship between the parties. These agreements included the Amended and Restated API Technology Agreement (the "Tech Agreement") attached hereto as **Exhibit 1**; the Prime Trust User Agreement (the "User Agreement") attached hereto as **Exhibit 2**; and the Prime Trust Services for Crypto Individual Retirement Account Addendum (the "Crypto Addendum"), attached hereto as **Exhibit 3**. These documents make clear that Prime Trust was acting in a trust capacity, and had a fiduciary duty to Swan and its customers. For example:

1. The Tech Agreement recitals state that "Prime Trust is a chartered Nevada trust company that provides various trust and custody services";
2. The Tech Agreement states that services provided by Prime Trust include "various types of trust and custodial accounts";
3. The Tech Agreement requires Prime Trust to "warrant[] that it will operate its business in compliance with all applicable federal and state laws, rules and regulations, including the rules and regulations of applicable regulators" and to "provide the Services in compliance with all applicable laws and regulations, and refrain from any unethical conduct or any other conduct, use or misuse that may materially damage the reputation of Integrator."
    a. Applicable Nevada law, the Nevada Trust Act, obligates a licensed trust company (such as Prime Trust) to comply with certain fiduciary obligations. *See, e.g.* NRS 669.029 ("'trust company' means the holding out by a person, by advertising, solicitation or other means, that it is available to act as a fiduciary in this state and undertaking to act as a fiduciary in the regular course of its business."); NRS

669.050 ("'Private trust' means a fiduciary relationship other than a court trust.").

4. The User Agreement states that the funds are being held as custodial property:
   a. "Account Holder owns all Custodial Property held by Prime Trust on behalf of Account Holder in accordance with this Agreement. Account Holder's Custodial Property will not be reflected on Prime Trust's balance sheet as assets of Prime Trust. Prime Trust may, for convenience, take and hold title to Custodial Property or any part thereof in its own name with Account Holder's ownership of Custodial Property segregated on Prime Trust's books and records.
5. The User Agreement states that Prime Trust is a "directed fiduciary" under Nevada law.
6. The Crypto Addendum defines an "End-User Custody Account" as "Prime Trust asset custody account for and in the name of the End-User."

Swan has never executed a Master Services Agreement or "MSA" as heavily relied-upon in the Motion to disclaim any fiduciary relationship. *See* Motion, ¶ 11.

Upon information and belief, at all times Prime Trust and the Debtors held Swan's assets in a separate account. In fact, Swan received periodic statements from Prime Trust showing the segregation of these assets. *See* **Exhibit 4**, Reserve Account Statement for the period ending June 30, 2023.

On December 12, 2023, the Debtors filed with this Court an Account Treatment Plan, which provided a noticing procedure regarding any determination as to whether Currency constitutes Property of the Estate. The procedures provide that after notice is provided to each Customer as to the determination:

> the Wind-Down Debtor and such Customer shall meet and confer with respect to formulating a proposed scheduling order to govern, among other things, the date by which the Wind-Down Debtor will file a motion with the Bankruptcy Court with respect to the Account Treatment Issues for such Customer (an "Account Treatment Motion"), and dates and deadlines relating to discovery and the adjudication of the Account Treatment Motion.

Account Treatment Plan. This plan pre-dates and preempts the Motion.

These Chapter 11 cases were filed August 14, 2023; Province was appointed as the Plan Administrator in December of 2023; and the Plan was effective as of January 5, 2024. Since that date, Swan's and other customers' cryptocurrency has been held in trust by Fireblocks, a third-party vendor.

## ARGUMENT

There are several fundamental flaws with the Motion, each of which is sufficient for this Court to reject it. First, the Motion seeks a sweeping declaration voiding depositors' rights in the assets, tantamount to the theft of these funds.[2] Second, the assertion that the cryptocurrency assets are inseparably commingled rests of a flawed understanding and analysis, because the various blockchain cryptocurrencies cannot, by definition, be commingled and are designed to be disaggregated. Third, the attempt to consolidate and misappropriate these funds violates the Account Treatment Plan filed with this Court in order to manage the treatment of just such assets. Finally, the Motion violates the Debtors' clear fiduciary obligations and trust relationship with Swan and its other customers.

*1. The Motion is an Unlawful Attempt to Misappropriate Creditors' and Customers' Funds*

The Motion unlawfully and unreasonably seeks to make the Debtors' creditors and customers responsible for the Debtors' bad acts. The Motion admits that "Prime utilized omnibus accounts, poor and improper accounting practices, and errant and intentionally corrupted internal recordkeeping, resulting in the Currency being improperly tracked and hopelessly commingled prior to and upon the bankruptcy filing." Motion, ¶ 14. The costs of remedying this fraud and mismanagement should not be born by Swan, its customers, or others with assets still remaining in the Debtors' custody. And certainly, any impacts should be felt proportionately by similarly-situated creditors, as required by the

[2] This cash grab is made worse considering that the Motion seeks to value the assets at the Petition Date, ignoring the significant appreciation in the price of cryptocurrency in the intervening year and a half.

Bankruptcy Code, not based on the Debtors' desire to misappropriate as many funds as possible from whatever entities possible in order to cobble together funds to fix its own errors and abuses.

This Court should not set the precedent that a Debtor's malfeasance or misfeasance in the commingling of assets or the poor management of records can extinguish a customer or creditor's property rights or the obligations of a fiduciary towards those to whom they owe a duty. This would allow a fiduciary to profit from the breach of its most basic obligation to safeguard the property of its beneficiaries.

*2. The Motion Inappropriately and Incorrectly Asserts, as a Key Foundation, that the Cryptocurrency Assets are Commingled and Cannot be Disaggregated*

A key foundation of the Motion is that the cryptocurrency held by the Debtors has been "hopelessly commingled" and therefore cannot be traced and distributed to creditors and customers. This is absurd, and demonstrates a failure to either understand the nature of the cryptocurrency assets at issue and/or to properly analyze the Debtors' books and records.

One of, if not the, key virtue of cryptocurrencies is that they are fundamentally impossible to commingle, because the on-chain identity of each token allows for precise asset tracing and distribution. Because cryptocurrencies such as Bitcoin are built on blockchain technology, they operate as separate ledgers and cannot be combined into a single account. Moreover, the blockchain technology allows for the tracing of cryptocurrencies, regardless of the negligent and intentional mishandling of records by the Debtors. Therefore, cryptocurrency deposits that are rightly the property of Swan and its customers should be identifiable and distributable on a pro rata basis. Moreover, there is no evidence (and none has been presented) that cryptocurrency balances were in fact commingled within the Fireblocks infrastructure.

The Motion asserts that such tracing and distribution is impossible due to the volume of holdings, but this again fails to comprehend the nature of cryptocurrencies. Because each cryptocurrency deposit is associated with a unique address, with every on-chain transaction visible in the

publicly verifiable ledger. Despite the Debtor's mismanagement of its records, the opposing sides of each transaction—for both cryptocurrency and fiat currency, or cash—can be traced and matched. Thus, robust forensic analysis is not only possible but routine and frequently performed in bankruptcies and other financial investigations.

*3. The Motion Violates the Account Treatment Plan in this Case*

The Motion must be denied because it fails to comply with the Account Treatment Plan. The Plan Administrator has combined the Notice and the Account Treatment Motion while not complying with the safeguards of (i) a procedure that addresses each customer (such as by providing for individualized adversary proceedings) or (ii) the basic meet and confer requirement for each customer as provided for under the Account Treatment Plan. The Court should reject the Motion and insist on fair and equitable treatment of all customers in accordance with the Account Treatment Plan.

*4. The Motion Violates the Debtors' Fiduciary and Trust Obligations*

The Motion attempts to disclaim any trust relationship or fiduciary obligations by the Debtors to creditors and customers, including Swan. In fact, the Motion makes only a single cursory statement to the effect that, in the Plan Administrator's judgment, "it is clear to the Plan Administrator that there was no fiduciary or trust relationship between the parties." Motion, at 2. This is nonsense. The documentation and agreements between Swan (and its customers) and the Debtors make clear that Prime Trust was acting as a trustee of Swan's and its customers' funds, and that Prime Trust therefore had fiduciary obligations to Swan and its customers. The Debtors held themselves out as custodians and fiduciaries, including but not limited to the content of their agreements with creditors and customers, as well as their public statements. Thus, there is a trust and a fiduciary relationship between the Debtors and Swan (and Swan's customers), a relationship on which Swan reasonably relied to its detriment.

**Reservation of Rights and Discovery**

To the extent that this Court does not summarily deny the Motion, the Court should enter a scheduling order permitting discovery, requiring the Debtors to produce evidentiary support for their position, and setting a full evidentiary hearing with respect to the Motion. Swan reserves its rights to seek discovery in connection with the Motion.

**CONCLUSION**

This Court should not permit the Debtors to inappropriately and unlawfully misappropriate Swan's, its customers', and other creditors' and customers' funds (both fiat and cryptocurrencies) in order to cover for the errors and misdeeds of the Debtors. The Motion is legally and factually incorrect, violates Swan's and its customers' rights, and should be denied.

Respectfully submitted,

CONNOLLY GALLAGHER LLP

Dated: February 5, 2025

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#05861933

# EXHIBIT 1

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**AMENDED AND RESTATED API TECHNOLOGY AGREEMENT**
**ACCOUNT FORM**

Prime Trust and Integrator are parties to an API Technology Agreement dated October 8, 2019, as amended (the "Original Agreement"), and the parties hereby agree to amend and restate, in its entirety, and replace the Original Agreement, including all amendments, with this Amended and Restated API Technology Agreement.

For all services provided by Prime Trust which are accessible via the Prime Trust Application Programming Interfaces (APIs), including payment processing, compliance, custody, escrow, trust, records retention, tax materials preparation and reporting services for exchanges, securities issuers, real-estate syndicators, crowdfunding platforms, stablecoins, asset-backed tokens, OTC trading systems, funding platforms, investment advisers, brokers, agents and other persons.

This API TECHNOLOGY AGREEMENT, which consists of this account form (the "Account Form") and the associated Terms and Conditions, attached hereto as Exhibit A (the "Terms and Conditions"), is effective as of October 1, 2021 (the "Effective Date") by and between: Electric Solidus LLC ("Integrator", "you", "your") and Prime Trust, LLC ("Prime Trust", "we", "our", or "us").

**RECITALS**

**WHEREAS,** Prime Trust is a chartered Nevada trust company that provides various trust and custody services; and,

**WHEREAS,** Prime Trust has created and maintains proprietary tools and technology, negotiated third-party integrations, and operational processes to provide certain back-end tools, technology and compliance services (the "Service" or "Services") to integrators and others who assist businesses in the services that they provide to their customers; and,

**WHEREAS,** Integrator has a business that: is a digital asset platform.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed to this API Technology Agreement (this "Agreement") in order to memorialize the terms and conditions on which Prime Trust will provide Services to Integrator. Our Services are conditioned upon Integrator's acceptance and compliance with the terms of this Agreement.

**The parties hereby agree as follows:**

**1. Financial Technology and Services**

Prime Trust shall provide the Services to Integrator subject to the Terms and Conditions contained in the attached Exhibit A. Such Services may include but are not limited to various types of trust and custodial accounts, escrow services for initial and secondary offerings (and subsequent transactions), transaction engines, funds processing, execution of token purchases and sales for customers, KYC, AML and Bad Actor checks.

**2. Fees**

The parties agree to the fee schedule attached in "Schedule A."


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Agreed as of the date first written above, by and between:

**Integrator:**

DocuSigned by:
Cory Klippsten
ED9F22794158486...
Name: Cory Klippsten
Title: CEO

**Prime Trust LLC:**

DocuSigned by:
C177B7B421E44F4...
Rodrigo Vicuna
Chief Financial Officer

DocuSigned by:
Robert Desroches
F26AEBE9D497496...
Robert Descroches
Chief Customer Officer

**Prime Trust Representative:**

**Account Setup & Monthly Fee Payment Instructions:**

**Payment Wire Information:**

**Bank:** Western Alliance Bank
**Account:** Prime Trust LLC
**SWIFT:** BFFXUS6SXXX
**Routing:** 122105980
**Account Number:** 8011609123

**For non-wire payment instructions, be ask your PrimeTrust Sales Representative.**


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**EXHIBIT A**
**API TECHNOLOGY AGREEMENT**
**TERMS AND CONDITIONS**

**1. DEFINITIONS.** For purposes of this Agreement, terms not otherwise defined herein shall have the following meaning:

**1.1 "Account Form"** means the API Technology Agreement Account Form executed by all parties.

**1.2 "Agreement"** means this API Technology Agreement, which consists of the Account Form and this Exhibit A Terms and Conditions.

**1.3 "AML"** means anti-money laundering, PATRIOT Act, and other checks required by regulators on all persons sending and receiving money.

**1.4 "Integrator"** has the meaning set forth in the Account Form, and includes any agent or representative acting on behalf of or in place of Integrator.

**1.5 "Integrator Materials"** means all data, information, works of authorship, inventions, drawings, logos, software code or other materials provided by Integrator to Prime Trust, and all data and information derived therefrom.

**1.6 "Investor"** means a Person that commits to purchase equity or debt securities of an Issuer in an Offering.

**1.7** "**IP**" has the meaning set forth in Section 9.2

**1.8 "Issuer"** means a company who is raising capital by offering its utility tokens or securities for sale via the Integrator and which uses the Services.

**1.9 "KYC"** means confirming a customer's identity ("Know Your Customer").

**1.10 "Offering"** means a securities, digital asset or other type of offering by an Issuer to raise funds from Investors and/or other persons offer by or through Integrator.

**1.11 "Person"** means any individual, company (whether general or limited), limited liability company, partnership, corporation, trust, estate, association, fund, nominee or other entity.

**1.12 "Securities Act"** means the Securities Act of 1933, as amended.

**1.13 "Services"** has the meaning set forth in the Account Form.

**1.14 "Term"** has the meaning set forth in Section 8.

**1.15 "User"** means persons authorized by Integrator to use the Services.

**2. API AND HOSTING**

**2.1 API.** The API will provide access to various Services, which may be selectively used at Integrator's option pursuant to Prime Trust policies in effect at the time of each desired use.


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**2.2 Hosting & Management.** At all times, the Services shall be hosted, managed and maintained by Prime Trust and our appointed third-party service providers. Our Services are accessible via our API and not by any separate and distinct software installation. Prime Trust provides Services to numerous other customers, including other integrators. The Services that Prime Trust provides are always evolving and the form and nature of the Services that we provide may change from time to time without prior notice to you. Prime Trust may update, modify, change or otherwise alter the hosting location(s) and/or methodology, as well as any or all features, functionality, user interface(s), business logic, policies, procedures, and/or the API, widgets or dashboards from time to time in its sole discretion and without prior notice. In addition, Prime Trust may stop (permanently or temporarily) providing the Services (or any specific component(s) or feature(s) of the Services to you or Users generally without prior notice. Notwithstanding the foregoing, Prime Trust shall give prior written notice to Integrator of any material update, modification, change or other alteration in hosting location(s) and/or methodology, features, functionality, user interface(s), business logic, policies, procedures, and/or the API, widgets or dashboards as well as of any material Services or features of the Services that Prime Trust permanently or temporarily ceases to provide to Integrator or Users ("Modifications"). The foregoing constitutes a material term of this Agreement in favor of Integrator, provided that Prime Trust's deprecation of any of the Services in accordance with its standard procedures or in compliance with applicable law shall not be materially adverse to Integrator.

## 3. SERVICES

**3.1 Access.** Prime Trust will make the Services available to Integrator and Users subject to and in accordance with this Agreement. Integrator acknowledges that some of the Services, even though a la carte in the system, may be interdependent and not available except and unless combined with other Services.

**3.2 API Restrictions.** Integrator will not directly itself, and will use commercially reasonable efforts to not permit or authorize third parties, including Integrator's Users, employees, agents, or officers to: (a) rent, lease, sublet, resell, convert, license, exploit, use, modify, or otherwise permit unauthorized third parties to access or use any aspect of the API; (b) reverse engineer, reverse assemble or otherwise attempt to discover the source code for the API; (c) circumvent or disable any security or other technological features or measures of the API; (d) alter, modify, convert or attempt to, modify, convert or otherwise manipulate the API, software or code; or (e) clone or otherwise copy, replicate or duplicate in any fashion any part of the API design, workflow, features or methodology, all of which Integrator acknowledges are proprietary intellectual property wholly owned by Prime Trust. Integrator shall use commercially reasonable efforts to supervise the use of the Service and API by its Users, employees, agents, or officers and shall promptly notify Prime Trust of any unauthorized use of the Service or API by its Users, employees, agents, or officers of which it becomes aware.

**3.3 Reporting.** Prime Trust shall provide Integrator with access to regular updates via both browser-based control panel(s) and the WebHooks functionality of the API, which enables Integrator to get on-demand updates both for its own purposes and so it can create reports and alert systems for Users.

**3.4 Prime Trust Duties.** Prime Trust warrants that it will operate its business in compliance with all applicable federal and state laws, rules and regulations, including the rules and regulations of applicable regulators as well as applicable global data protection laws. Prime Trust will at all times manage the API and all related engineering functions, including application maintenance, upgrades, hosting and modifications. Prime Trust will provide the API and the Services availability on an ongoing basis, for the Compensation, defined below, which the parties agree is fair and equitable consideration; including technology, upgrades, operating systems, databases and backups, SSL certificates, third-party service integrations, and related technology licenses.

**3.5 Integrator Obligations.** Integrator warrants that it will operate its business in compliance with all applicable federal and state laws, rules and regulations, including the rules and regulations of any self-regulatory organization of which it is a member (if any).


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**3.6 Ethics; Reputation.** Integrator will use the Services in compliance with all applicable laws and regulations, and refrain from any unethical conduct or any other conduct, use or misuse that may materially damage the reputation of Prime Trust. Prime Trust shall provide the Services in compliance with all applicable laws and regulations, and refrain from any unethical conduct or any other conduct, use or misuse that may materially damage the reputation of Integrator.

**3.7 Content, Use and Protection Unauthorized Use.** Prime Trust and Integrator each reserve the right to suspend or terminate any User from using the Service for any violation of the terms of Prime Trust's Agreement with the User. Integrator is solely responsible for the content of its postings, transmissions and other Integrator Materials transmitted by Integrator using the API, and any other use of the API by Integrator. Integrator will use its reasonable best efforts to prevent any unauthorized use of the API and promptly notify Prime Trust in writing of any unauthorized use that comes to Integrator's attention. Integrator will take reasonable steps reasonably necessary to terminate the unauthorized use of which it becomes aware.

**3.8 [RESERVED]**

**3.9 Funds Hold & Clearance Policy.** Integrator acknowledges and agrees that the receipt and clearance of funds in any account created via APIs are subject to Prime Trust's then-in-effect funds clearance policies. Exceptions to the policy, if and when made, do not constitute a change to the general policy nor a permanent exception for any account so affected.

**3.10 Regulatory Compliance.** Each party will cooperate with and provide commercially reasonable assistance to the other party in connection with satisfying or complying with any applicable regulatory requirements or requests, including, without limitation, providing any documentation or information reasonably available to such Party as necessary for the other party to comply with any audit or investigation by a governmental or self-regulatory organization. Furthermore, Prime Trust may without prior notice modify, add, or discontinue any portion or all features, access to and/or use of the Services to comply with legal or regulatory laws, rules, interpretations and/or directives. Notwithstanding the foregoing, Prime Trust shall use commercially reasonable efforts to promptly notify Integrator of any such modification, addition, or discontinuation (in whole or in part), to the extent permitted by law.

**3.11 Ownership.**

**3.11.1** Prime Trust. During the term of this Agreement, Integrator and Users are granted a non-exclusive, non-transferable, limited, revocable and non-sublicensable (except as expressly permitted herein) license to the API and Services. Except for the rights expressly granted in this Agreement, nothing shall be construed or shall grant, convey, transfer, assign, or imply the conveyance of rights, claims, ownership or other claim to any right or title to the technology, software, business processes or intellectual property of Prime Trust. Integrator will not acquire any right, title, or interest in or to the API, software, technology, business processes, copyrights, trademarks, or intellectual property of Prime Trust by reason of: (a) the execution and delivery of this Agreement, (b) the disclosure of any information with respect to the API by Prime Trust to Integrator either pursuant to this Agreement or prior or subsequent to execution hereof, (c) Integrator's discovery of confidential information in the course of the commercial relationship contemplated by this Agreement, or (d) any licensed or unlicensed use of Prime Trust's proprietary information, software, the API, brand, or intellectual property and/or the creation or evolution of any derivative or new intellectual property, software, information, arising from the use or misuse of the Services. Rather, Prime Trust retains sole and exclusive ownership of all intellectual property and proprietary rights with respect to the API and Services, as well as business processes, including the sole and exclusive ownership to any improvements and derivative works of the API developed by Integrator or any other person.


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**3.11.2** **Integrator**. During the term of this Agreement, Prime Trust is granted a non-exclusive, non-transferable, limited, revocable, and non-sublicensable license to access and use Integrator Materials solely to the extent necessary to provide the Services to Integrator pursuant to this Agreement and for no other purpose. As between Prime Trust and Integrator, Integrator owns all rights, title, and interest in and to the Integrator Materials.

**4. FEES**

**4.1** **Fees, Compensation.** In consideration of entering into this Agreement, Integrator will pay to Prime Trust the fees set forth on Schedule A of this Agreement (the "Compensation"). Setup fees in connection with Integrator's purchase of additional Services after the Effective Date, if applicable, are non-refundable and due upon acceptance of such additional Services. Prime Trust shall invoice Integrator the minimum monthly fee set forth on Schedule A ("Committed Fee") on the first of each month and Integrator will pay all undisputed invoices within thirty (30) days of receipt of the applicable invoice. In the event that Integrator's actual monthly fees are less than the Committed Fee, the difference paid by the Integrator to meet the Committed Fee ("Rollover Credit") may be applied to fees in a subsequent month where actual fees exceed Committed Fees by December of the year the Rollover Credit was paid. For the avoidance of doubt, any Rollover Credit at the end of the calendar year in which it was accrued and/or paid will be forfeited and kept by Prime Trust. Integrator may withhold from payment any charge or amount disputed by Integrator in good faith pending resolution of such dispute, provided that Integrator: (i) notifies Prime Trust of the dispute prior to the date such payment is due, specifying in such notice (A) the amount in dispute, and (B) the reason for the dispute set out in sufficient detail to facilitate investigation by Prime Trust and resolution by the parties; (ii) makes timely payment of all undisputed charges and amounts; (iii) works diligently with Prime Trust to resolve the dispute promptly; and (iv) pays all amounts that are determined to be payable by resolution of the dispute (by adversarial proceedings, agreement or otherwise) within ten (10) days following such resolution. In the event that there are outstanding amounts owed to us, Prime Trust reserves the right to debit accounts you hold with us unless the fees are disputed by the Integrator in good faith and in writing.

**4.2** **Taxes.** Each party to this Agreement shall be solely responsible for their own federal and state taxes, and will pay their own taxes, duties, withholding taxes, and other governmental and/or regulatory association charges (collectively, the "Taxes") resulting from or pursuant to its performance under this Agreement and as they apply to its respective business.

**4.3** **Late Charges.** Any amount not paid by Integrator when due will be subject to finance charges equal to one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is greater, determined and compounded daily from the date due until the date paid. Integrator will also reimburse all reasonable costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Prime Trust to collect any amounts not paid when due.

**5. MUTUAL WARRANTIES**

**5.1** **Mutual Warranties.** Each party to this Agreement represents and warrants to the other that it has the right and authority to enter into this Agreement and to perform all of its respective obligations and undertakings. Each party further represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any other person is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

**5.2** **Additional Representations and Warranties.**


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**5.2.1** By Integrator. (a) Integrator Materials. Integrator hereby represents and warrants that the Integrator Materials comply with all applicable laws, and will not infringe the copyright, trade secret, privacy, publicity, or other rights of any third party. Integrator acknowledges that it is sharing its Integrator Materials on a reasonably necessary basis with Prime Trust in order for us to provide the Services and perform under this Agreement. (b) Breach of Warranties. In the event of any material breach of any of Integrator's responsibilities or warranties under this Section and failing to cure such breach within fifteen (15) days of receipt of written notice from Prime Trust describing the breach in reasonable detail, Prime Trust will have the right to, in Prime Trust's sole and reasonable discretion, suspend any related API features and/or Services if deemed necessary by Prime Trust to prevent or eliminate difficulties in the operation of Services or harm to Prime Trust's reputation, or to prevent potential litigation or other controversies.

**5.2.2** By Prime Trust. Prime Trust hereby represents and warrants that (a) it has performed all required registrations and obtained all requirements and licenses to provide the Services in accordance with this Agreement; (b) Prime Trust's provision of the Services shall comply with all applicable federal and state laws, rules, and regulations, including the rules and regulations of applicable regulators as well as applicable global data protection laws; (c) the Services and the API, or the use thereof by Integrator or Users, will not infringe the copyright, trade secrets, privacy, publicity, or other intellectual property rights of any third party.

**5.3 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PRIME TRUST MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORILY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PRIME TRUST EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. PRIME TRUST DOES NOT WARRANT AGAINST INTERFERENCE WITH THE USE OF THE SERVICES OR SOFTWARE. PRIME TRUST DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE ARE ERROR-FREE OR THAT OPERATION OF THE API OR THE SERVICE WILL BE SECURE OR UNINTERRUPTED. PRIME TRUST EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE FLOW OF DATA AND DELAYS ON THE INTERNET. INTEGRATOR WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF PRIME TRUST TO ANY THIRD PARTY. INTEGRATOR'S ACCESS TO AND USE OF THE SERVICES OR ANY API ARE AT YOUR OWN RISK. INTEGRATOR UNDERSTANDS AND AGREES THAT THE SERVICES ARE PROVIDED TO IT ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**6. LIMITATION OF LIABILITY:**

**6.1 Disclaimer of Consequential Damages.** BOTH PARTIES HEREBY ACKNOWLEDGE AND AGREE, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS.

**6.2 Cap on Liability.** BOTH PARTIES HEREBY ACKNOWLEDGE AND AGREE UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID BY INTEGRATOR TO PRIME TRUST UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY . THE FOREGOING LIMITATIONS ON LIABILITY DO NOT APPLY TO DAMAGES ARISING OUT OF EITHER PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.


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**6.3 General Indemnification.** Each party hereby agrees to indemnify, protect, defend and hold harmless the other party and its officers, directors, members, shareholders, employees, agents, successors and assigns from and against any and all losses, liabilities, damages, regulatory investigations, recoveries and deficiencies (including interest, penalties and reasonable attorneys' fees, costs and expenses) arising out of any third party claim, demand, or proceeding, which the other party may suffer as a result of:

In the case of Integrator: (a) any breach of or material inaccuracy in the representations, covenants and agreements, of Integrator contained in this Agreement or in any certificate or document delivered by Integrator or its agents pursuant to any of the provisions of this Agreement, or (b) any obligation which is expressly the responsibility of Integrator under this Agreement, or (c) any breach, tort, civil or criminal action(s) or regulatory investigation(s) arising from Integrator's failure to comply with any laws or regulations.

In the case of Prime Trust: (a) any breach of or material inaccuracy in the representations, covenants and agreements, of Prime Trust contained in this Agreement or in any certificate or document delivered by Prime Trust or its agents pursuant to any of the provisions of this Agreement; (b) any breach by Prime Trust of its confidentiality obligations in Section 7.5; (c) any obligation which is expressly the responsibility of Prime Trust under this Agreement; and (d) any alleged infringement of any third-party intellectual property right occurring from Integrator's use of the Prime Trust Services as authorized under this Agreement.

Such party is required to defend the other party as set forth above, including the payment of all reasonable attorneys' fees, costs and expenses, upon commencement of any regulatory investigation arising or relating to such party's business operations and/or items 6.3(a) through (d) above. Any amount due under the aforesaid indemnity will be due and payable by such party within thirty (30) days after demand thereof.

6.4 Most Favored Nation. If Prime Trust provides any other integrator any rights or privileges with respect to the matters covered by this Section 6 or insurance coverage with respect to similar services to those provided in this Agreement that are more favorable to such integrator than the rights of the Integrator set forth in this Section 6, then Prime Trust shall grant to the Integrator the same rights granted to such other integrator.

## 7. MUTUAL CONFIDENTIALITY OF INFORMATION; DATA SECURITY

**7.1 Definition of Confidential Information.** As used herein, the "Confidential Information" means all confidential and proprietary information of a party disclosed ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Account Forms hereunder), data, business and marketing plans, technology and technical information, product designs, designs, trade secrets, business processes and, as relating to Integrator, any information transmitted via the API and Integrator Materials. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed toe Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party. All intellectual property, work product, software, code, and other proprietary information or work product of both parties to this Agreement is expressly agreed to be Confidential Information.

**7.2 Confidentiality.** Receiving Party shall not disclose, use, transmit, or otherwise disseminate, sell or transfer any of the Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written permission.


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**7.3 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event using less than reasonable care.

**7.4 Remedies.** If Receiving Party discloses or uses or threatens to disclose or use any of the Confidential Information of Disclosing Party in breach of the terms hereunder, Disclosing Party shall have the right, in addition to any other remedies available in law and equity, to seek injunctive relief to enjoin such act, it being specifically acknowledged by the parties that any other available remedies are inadequate.

**7.5 Data Security.** Prime Trust represents and warrants that it has implemented and maintains appropriate technical, administrative, and organizational safeguards to protect against threats or hazards to the security, confidentiality, and integrity of Prime Trust's systems, facilities, networks, and API in accordance with its Data Security Policies (Exhibit C).

## 8. TERM AND TERMINATION

**8.1 Term.** Subject to prior termination pursuant to Section 9.2, this Agreement shall become effective on the Effective Date and shall continue for a period of two (2) years (the "Initial Term"). As used herein, "Term" shall mean the Initial Term plus any applicable Renewal Term. Upon expiration of the Term the Agreement shall renew automatically for an additional term of equal length (the "Renewal Term"), unless thirty (30) days' notice of non-renewal is given by Integrator prior to the expiration of the Term.

**8.2 Termination.** Either party shall have the right to immediately terminate this Agreement upon written notice if the other party materially breaches this Agreement and does not cure such breach within thirty (30) days of receipt of written notice thereof from the non-breaching party.

Prime Trust also reserves the right to terminate this Agreement upon notice if Integrator fails to pay any undisputed Compensation by the due date and does not cure such failure within thirty (30) days of receipt of written notice from Prime Trust that such payment is past due.

Integrator shall have the right to terminate this Agreement after December 31, 2022 with 180 days written notice to Prime Trust.

**8.3 Effect of Termination.** Upon expiration or termination as provided in Section 8.2 of this Agreement, (a) Integrator will cease using the API and all associated Services and Prime Trust will be relieved from any further obligation to provide the Services; (b) each party will retain all rights and claims arising hereunder prior to the effective date of any expiration or termination; (c) the rights and obligations of the parties under Sections 3, 5, 6, 7, 8, and 9 will survive expiration or termination of this Agreement; and (d) each party will continue to hold data and maintain records to the extent required by banking, trust or securities regulations.

## 9. MISCELLANEOUS

**9.1 Notices.** All notices permitted or required by this Agreement will be via email and will be deemed to have been delivered and received upon sending via any nationally recognized and trusted SMTP delivery service. Notices shall be delivered to the addresses on record which, if to Prime Trust shall be to info@PrimeTrust.com and if to Integrator shall be to the email address on file.

**9.2 No Implied License.** Except as expressly provided in this Agreement, this Agreement is not intended and will not be construed to confer upon either party any license rights to any patent, trademark, copyright, or other intellectual property (collectively, "IP") rights of either party hereto or any other rights of any kind not specifically conferred in this Agreement. All right, title, and interest in and to each party's IP are and will remain


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the exclusive property of such party. All right, title, and interest in and to the Services are and will remain the exclusive property of Prime Trust.

**9.3 Severability.** If any provision of this Agreement is for any reason found to be ineffective, unenforceable, or illegal by any court having jurisdiction, such condition will not affect the validity or enforceability of any of the remaining portions hereof.

**9.4 Independent Contractors.** Performance by the parties under this Agreement will be as independent contractors. This Agreement is not intended and shall not be construed as creating a joint venture or partnership, or as causing either party to be treated as the agent of the other party for any purpose or in any sense whatsoever or to create any fiduciary duty or relationship or any other obligations other than those expressly imposed by this Agreement.

**9.5 Limited License of Trademarks.** During the term of this Agreement, Integrator and Prime Trust each has the option to generally use the other's name, logo and trademarks on its website and other marketing materials so long as such use is not construed in any way to imply that any Offering, transaction or your business model is endorsed, recommended, or vetted by the other or that the using party is authorized to act as an agent or a representative of the other. Notwithstanding anything to the contrary herein, neither Prime Trust nor Integrator will make or publish any representations, warranties, or guarantees on behalf of the other concerning the other whatsoever.

**9.6 No Underwriting.** Integrator agrees without reservation that Prime Trust is NOT participating in or acting as an underwriter or broker of any securities or other type of Offering or transaction.

**9.7 No Legal, Tax or Accounting Advice.** Integrator agrees without reservation that Prime Trust is NOT providing any legal, tax or accounting advice in any way, nor on any matter, regardless of the tone or content of any communication (oral, written or otherwise). Integrator unconditionally agrees to rely solely on its legal, tax and accounting professionals for any such advice and on all matters.

**9.8 No Investment Advice, Underwriting or Recommendations.** Integrator agrees that Prime Trust does NOT ever provide any investment advice, nor do we make any recommendations to any issuer of, or Investor in, any Offering. Prime Trust does not provide any brokerage, underwriting or other advice in the structuring of any Offering. Integrator agrees that any communications from Prime Trust, whether written, oral or otherwise, regardless of content, will never be interpreted or relied upon as investment advice or securities recommendations; Integrator agrees that it will only rely on the advice of its attorneys, accountants and other professional advisors, including any registered broker-dealers acting as an underwriter of an Offering, if any.

**9.9 Electronic Signature and Communications Notice and Consent.** Each of Integrator and Prime Trust hereby agree that all current and future notices, confirmations and other communications regarding this Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of record, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically-sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients' spam filters by the recipients email service provider, or due to a recipients' change of address, or due to technology issues by the recipients' service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to Integrator, and if Integrator desire physical documents then it agrees to be satisfied by directly and personally printing, at Integrator's own expense, either the electronically-sent communication(s) or the electronically available


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communications by logging onto Integrator's Account at www.primetrust.com and then maintaining such physical records in any manner or form that Integrator desire.

**9.10 Assignment.** No party may transfer or assign its rights and obligations under this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, without the consent of the other parties, any party may transfer or assign its rights and obligations hereunder in whole or in part (a) pursuant to any merger, consolidation or otherwise by operation of law, or (b) to the successors and assigns of all or substantially all of the assets of such assigning party, provided such entity shall be bound by the terms hereof. This Agreement will be binding upon and will inure to the benefit of the proper successors and assigns.

**9.11 Binding Arbitration, Applicable Law and Venue, Attorneys Fees.** This Agreement is governed by, and will be interpreted and enforced in accordance with the laws of the State of Nevada without regard to principles of conflict of laws. Any claim or dispute arising under this Agreement may only be brought in arbitration, with venue in Clark County, Nevada. Such action will be pursuant to the rules of the American Arbitration Association. Integrator and Prime Trust each consent to this method of dispute resolution, as well as jurisdiction, and consent to this being a convenient forum for any such claim or dispute and waives any right it may have to object to either the method or jurisdiction for such claim or dispute. In the event of any dispute among the parties, the prevailing party shall be entitled to recover damages plus reasonable costs and attorney's fees and the decision of the arbitrator shall be final, binding and enforceable in any court. Notwithstanding anything hereunder and/or whatever provided by the applicable laws, regulations and/or arbitration rules, both parties expressly agree and confirm to exclude any confidentiality obligations on either party during and/or in relation to the arbitration proceedings mentioned hereunder.

**9.12 Counterparts; Facsimile; Email; Signatures.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument, binding on each signatory thereto. This Agreement may be executed by signatures, electronically or otherwise, delivered by facsimile or email, and a copy hereof that is properly executed and delivered by a party will be binding upon that party to the same extent as an original executed version hereof.

**9.13 Force Majeure.** No party will be liable for any default or delay in performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, rebellions or revolutions; riots or civil disorder; accidents or unavoidable casualties; interruptions in transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any person to perform any commitment to such party related to this Agreement; or any other cause, whether similar or dissimilar to those expressly enumerated in this Section 9.13, beyond such party's reasonable control.

**9.14 Interpretation.** Each party to this Agreement has been represented by or had adequate time to obtain the advice and input of independent legal counsel with respect to this Agreement and has contributed equally to the drafting of this Agreement. Therefore, this Agreement shall not be construed against either party as the drafting party. All pronouns and any variation thereof will be deemed to refer to the masculine and feminine, and to the singular or plural as the identity of the person or persons may require for proper interpretation of this Agreement. And it is the express will of all parties that this Agreement is written in English and uses the font styles and sizes contained herein.

**9.15 Captions.** The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**9.16 Beneficiaries.** There are no third-party beneficiaries to this Agreement.


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**9.17 Entire Agreement; Amendments.** This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof, and supersedes all prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement, and may not be modified or amended, except by a written instrument executed after the effective date of this Agreement by the party sought to be charged by the amendment or modification.

**9.18 Services Not Exclusive.** Nothing in this Agreement shall limit or restrict Prime Trust from providing services to other parties that are similar or identical to some or all of the services provided hereunder.

**9.19 Invalidity.** Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.

**9.20 Suspension.**

Prime Trust may suspend (in whole or in part) Integrator's or any User's right to access or use the Services if Prime Trust reasonably determines that Integrator's or a User's use of the API and/or Services (a) violates, or assists in violation of, any law, statute, ordinance, or regulation, sanctions programs administered in the EU and US, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control, or which would involve proceeds of any unlawful activity; (b) involves publishing, distributing or disseminating any unlawful material or information; (c) imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interferes with, intercepts, or expropriates any system, data, or information; or (d) defrauds Prime Trust, Prime Trust users, or any other person, by providing any knowingly false, inaccurate, or misleading information to Prime Trust.

Prime Trust shall notify Integrator and/or a User (as applicable) of such suspension as soon as reasonably practicable prior to or after such suspension. In any event, to the extent permitted by law, Prime Trust will use commercially reasonable efforts to provide Integrator at least one (1) day prior notice before suspending any Services. Any such suspension shall be to the minimum extent required, and of the minimum duration, to prevent harm to Prime Trust and/or the Services. Prime Trust shall restore Integrator's and/or any User's (as applicable) access to the Services promptly after the issue giving rise to the suspension has been resolved.

**10. Substitute Form W-9, Taxpayer Identification Number Certification, Backup Withholding Statement:** Section 6109 of the Internal Revenue Code requires us to provide you with our Taxpayer Identification Numbers (TIN).

**Company Name:** Prime Trust, LLC
**Attention:** Chief Financial Officer
**Address:** 330 S. Rampart Blvd., Suite 260, Summerlin, NV 89145
**Tax ID Number (EIN):** 81-2236823
**[X]** We are exempt from backup withholding.

Under penalties of perjury, Prime Trust hereby certifies that the number shown above is our correct taxpayer identification number, that we are not subject to backup withholding, and that we are a U.S. person.


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# Schedule A

**FULL-SERVICE OFFERING FEE BREAKDOWN:**

| **SOFTWARE LICENSE FEE (PER MONTH):** | |
|---|---|
| MONTH 1-15 | $20,000 |
| MONTH 16-24 | $40,000 |

An additional 20% of the monthly technology license fee will be applied for access to our 24/7 premium support service.

**COMMITTED FEES**

Integrator is required to pre-pay monthly minimum payments of $175,000 monthly starting January 1, 2022.

Integrator is required to pre-pay monthly minimum payments of $250,000 monthly starting January 1, 2023.

**FUNDS PROCESSING SERVICES:**

| | | |
|---|---|---|
| Incoming Wire | $20 | Transaction |
| Outgoing Wire | $20 | Transaction |
| ACH In/Out | $0.95 | Transaction |
| ACH Returns | $5 | Transaction |
| ACH Returns Fraud | $50 | Transaction |
| KYC Ind Dom | $3 | New User |
| KYC Ind International | $5 | New User |
| KYC Entity Dom | $25 | New User |
| KYC Entity International | $75 | New User |
| Network/withdrawal fees | nil | n/a |
| **Liquidity Fee (BPS)** | **0.10%** | **dollar of sales** |

ACH funds processing are governed by additional terms incorporated as Exhibit B.


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## Exhibit B

ACH FUNDS PROCESSING

1. Reserve Account. The Company shall maintain a reserve account with Prime Trust with a daily balance in the amount equal to or greater than the ACH Reserve ("Reserve Amount") as prescribed by Prime Trust's ACH Usage, Indemnification Agreement and Reserve Requirements Policy. The Reserve Amount must fulfill the ACH Reserve as prescribed by the attached ACH Reserve Requirement Schedule. The Reserve Amount shall be held in a segregated account at Prime Trust with immediately available funds. Prime Trust reverses the right to periodically amend the terms and conditions to the above referenced Policy and Schedule. The Reserve Amount shall be calculated periodically and the Company shall provide additional funds as required to maintain the Reserve Amount. Failure to maintain the Reserve Amount shall result in suspension of the origination and receipt of ACH Transactions. Notwithstanding the foregoing, Prime Trust shall have the right to set a minimum Reserve Amount based on previous ACH Transaction volume at its sole and absolute discretion. In the event of any Losses, Prime Trust shall have the right, as a non-exclusive remedy, to immediately deduct funds from the Reserve Account to indemnify Prime Trust for any Losses. Prime Trust shall provide the Company with details of the Losses. Prime Trust shall be under no obligation to pursue legal action against any Customer or in any way dispute any Losses. The Company shall have the right to independently pursue legal action against any Customer in the event of any such Losses at its sole cost and expense and any such legal action shall be between the Company and each Customer.

2. ACH Transactions Settlement. Subject to the Company's compliance with the terms of the Agreement, Prime Trust shall make funds received from ACH Transactions immediately available to the Company for immediate disbursement. Notwithstanding the foregoing, Prime Trust reserves the right to increase the clearing period, suspend the acceptance of ACH transactions, increase the Reserve Amount or require the adoption of additional anti-fraud tools, in each case, as a result of excessive returns, fraud or regulatory requirements as well as to prevent the violation of NACHA Operating Rules. Furthermore, The Company shall represent, warrant, and covenant to Prime Trust, as an Originator of Transactions made under the Operating Rules, that (a) The Company will not seek to use the ACH Service in violation of any applicable law or regulation; and (b) no Transaction delivered to Prime Trust or the Originating Depository Financial Institution (ODFI), if accepted by the ODFI, will cause Prime Trust or the ODFI to be in violation of any regulation or sanction administered by the federal or state government or otherwise causes Prime Trust to be in violation of the federal or state law. The Company agrees to comply with and be subject to the NACHA Operating Rules in existence at the date of this Agreement, and any amendments to these Rules made from time to time. It shall be the responsibility of the Company that the origination of ACH transactions complies with U.S. laws, including but is not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. The Company agrees that the performance of any action by Prime Trust to debit or credit an account or transfer funds otherwise required by the Rule is excused from the performance of such action to the extent that the action is inconsistent with the United States law, including the obligations of Prime Trust under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). Prime Trust will charge the Company with any fines or penalties imposed by OFAC, NACHA or any organization which are incurred as a result of non-compliance by the Company and the Company agrees to fully reimburse and/or indemnify Prime Trust for such charges or fines.

3. Prohibited Transactions. The Company agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which the Company is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. The Company acknowledges and agrees that Prime Trust has no obligation to monitor the Company's use of the Service for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however that Prime Trust reserves the right to decline to execute any transaction or activity that Prime Trust believes violates the terms of this Agreement.

4. Transaction Limits. The Company shall operate and use the ACH Service in accordance with the Daily Transaction limits approved by Prime Trust and in accordance with the NACHA Operating Rules. Prime Trust may modify the Company Transaction limits at any time upon reasonable notice to the Company.

5. Audit and Review. The Company agrees to permit Prime Trust and the ODFI and their designated third parties to audit, inspect, and review its policies and processes for purposes of ensuring its compliance with the ACH Service Terms and the NACHA Operating Rules. The Company agrees to cooperate with any such audit and to respond to reasonable requests for information necessary to complete such audit in a timely manner. Upon request by Prime Trust, the Company hereby authorizes Prime Trust to enter the Company's business premises for the purpose of ensuring that the Company is in compliance with this Agreement and the Company specifically authorizes Prime Trust to perform an audit of the Company's operational controls, risk management practices, staffing and the need for training and ongoing support and information technology infrastructure. The Company hereby acknowledges and agrees that Prime Trust shall have the right to mandate specific internal controls at the Company's location(s) and the Company shall comply with such mandate. In addition, the Company hereby agrees to allow Prime Trust to review available reports of independent audits performed at the Company's location related to information technology, the Service and any associated operational processes. The Company agrees that if requested by Prime Trust, the company will complete a self-assessment of the Company's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Prime Trust in an audit of the Company. If the Company refuses to provide the requested financial information, or if Prime Trust concludes, in its sole discretion, that the risk of the Company is unacceptable, if the Company violates this Agreement or the Rules, or if the Company refuses to give Prime Trust access to the Company's premises, Prime Trust may terminate the Service and this agreement according to the provisions hereof.



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## Exhibit C

### Data Security Policy

This Data Security Policy sets forth Prime Trust's commitments for the protection of Prime Trust's Services. Unless otherwise defined in this Data Security Policy, capitalized terms will have the meaning given to them in the Agreement.

A. **Information Security Program**

Prime Trust has implemented and will maintain a written information security program that includes policies, procedures, and controls governing Prime Trust's Services. (the "Information Security Program"). The Information Security Program is designed to protect the confidentiality, integrity, and availability of the Services.

B. **Integrator's Security**

Integrator is responsible for the security of any data on its website, servers, in its possession, or that the Integrator is otherwise authorized to access or handle. Integrator is responsible for implementing access and use controls and configuring certain features and functionalities of the Services that Integrator may elect to use in the manner that integrator deems adequate to maintain appropriate security, confidentiality, and integrity.

C. **Data Center Controls**

Prime Trust will ensure that its commercial-grade data center service providers used in the provision of Services maintains an on-site security operation that is responsible for all physical data center security functions and formal physical access procedures in accordance with PCI DSS, ISO 27001 and SOC 2, or equivalent, standards.

D. **API Controls**

Prime Trust will maintain controls of its API with system security, vulnerability management, application backups, managed firewalls and DDoS mitigation. Prime Trust secures data through its API using AES-256 encryption for sensitive data and SSL encryption for all database connections.


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# EXHIBIT 2

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# PRIME TRUST USER AGREEMENT

Agreement revision date: March 7, 2022

Electric Solidus, Inc ("**Account Holder**", "**you**", "**your**") hereby requests and directs that Prime Trust, LLC, a Nevada chartered trust company ("**Prime Trust**", "**our**") (each, a "**Party,**" and together, "**Parties**"), establish and maintain an account for and in the name of Account Holder in connection with the Services (the "**Account**"), and hold as custodian all property deposited to, or collected with respect to, the Account, upon the terms and conditions of this Prime Trust User Agreement (as amended or otherwise modified from time to time, and together with any schedules, annexes, exhibits hereto, this "**Agreement**").

If Account Holder has entered into a Prime Trust New Account Agreement or terms and conditions governing its custodial account with Prime Trust, then the Parties agree that this Agreement supersedes and replaces all such prior agreements.

## 1. ACCOUNT ACCEPTANCE AND AUTHORIZED SERVICES

**1.1 Appointment**. Account Holder hereby appoints and authorizes Prime Trust to provide the Services in accordance with this Agreement, and Prime Trust hereby accepts such appointment subject to the Account acceptance process in accordance with Section 2.1 below.

(a) The services that Prime Trust will provide include the Fiat Services, On-Chain Services, and any other services, including the holding, processing, and acting as custodian of all Custodial Property, provided from time to time by Prime Trust to Account Holder in accordance with this Agreement (the "**Services**"). Without limiting the generality of the foregoing, Prime Trust is authorized to collect into custody all Custodial Property while this Agreement is in effect (capitalized terms used in this sub-section are defined below).

(b) In its sole discretion, Prime Trust may custody, on Account Holder's behalf, any property delivered by Account Holder into the possession or control of Prime Trust ("**Custodial Property**"). For the avoidance of doubt, Custodial Property that Prime Trust may agree to accept and hold on Account Holder's behalf in accordance with this Agreement is limited to the following: (i) Digital Assets (defined below); (ii) Australian Dollars, Canadian Dollars, Euros, British Pounds, and Japanese Yen, and U.S. Dollars ("**USD**"), together with any other currencies made eligible for Fiat Services, as determined by Prime Trust from time to time, (collectively, "**Fiat Currencies**"); (iii) title to real estate; (iv) private securities and public securities listed on any U.S. securities exchange or alternative trading system; and (v) traditional and Roth individual retirement accounts (subject to applicable documentation in Prime Trust's sole discretion). Securities that have been issued in accordance with the regulations of countries other than the U.S. or which are listed on non-U.S. trading systems may be accepted for custody on a case-by-case basis upon approval by Prime Trust in its sole discretion.

(c) For the purposes of this Agreement, "**Digital Assets**" means Bitcoin and Ethereum, together with any other digital representation of value that may function as a medium of exchange or medium for investment, and which is evidenced on and can be electronically received and stored using distributed ledger technology, as determined by Prime Trust from time to time.

**1.2 Provision of the Services.**

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(a) Subject to Account Holder's completion of the Account acceptance process in accordance with Section 2.1 and so long as Account Holder is in compliance with this Agreement, Prime Trust will provide the Services.

(b) In providing the Services, Prime Trust will act only upon receipt of any direction, instruction, or request submitted by an Authorized Person (defined below) or through the Authorized Integrator's platform (an "**Authorized Instruction**"). "**Authorized Integrator**" means a third party that has: (i) entered into an agreement with the Account Holder to provide certain services ("**Account Holder Service Provider Agreement**"); and (ii) entered into an agreement with Prime Trust to allow its customers to access the Services.

(c) Prime Trust, in its sole discretion, will determine whether the provision of the Services or an Authorized Instruction complies with all applicable U.S. federal, state, local, and foreign laws, statutes, ordinances, regulations, rules, executive orders, circulars, opinions, agency guidance, interpretive letters, and other official releases or requests of or by any government, or any authority, department or agency thereof ("**Applicable Law**") and may decline any Authorized Instruction, including if: (i) Account Holder is not in compliance with this Agreement; (ii) such Authorized Instruction may violate Applicable Law; or (iii) Account Holder has insufficient unencumbered, cleared Custodial Property in the Account available for executing such Authorized Instruction.

(d) Prime Trust is entitled to rely upon any information, data, and documents provided in connection with the Services. Account Holder acknowledges that Prime Trust has no duty to detect errors, or inquire into or investigate the legality, validity, completeness, or accuracy of any information, data, or documents provided to Prime Trust in connection with the Services.

(e) Prime Trust is entitled to rely upon any Authorized Instruction provided in connection with the Services and Account Holder acknowledges that Prime Trust has no duty to detect errors, or inquire into or investigate the legality, validity, completeness, or accuracy of any Authorized Instruction. Prime Trust will only act upon an Authorized Instruction and is released and held harmless by Account Holder for acting upon the Authorized Instruction, including acting upon conflicting, superseded, or otherwise varying Authorized Instructions from multiple Authorized Persons.

(f) Account Holder acknowledges that Prime Trust will not monitor Digital Assets for actions taken by the issuer of such Digital Asset, if any. Such actions may include an issuer instruction requiring the holder of a Digital Asset to transfer it to a certain location. For the avoidance of doubt, Account Holder is solely responsible for satisfying or responding to any such actions of an issuer.

(g) Prime Trust will collect and hold all funds when Custodial Property may mature, be redeemed, or sold. Prime Trust will hold the proceeds of such transaction(s) until receipt of an Authorized Instruction.

(h) Funds received in any currency other than USD may, pursuant to an Authorized Instruction or as needed for Prime Trust to carry out an Authorized Instruction or pay Fees (defined below), be converted to USD at exchange rates set in Prime Trust's sole discretion.

(i) Prime Trust shall process the investment and reinvestment of Custodial Property in accordance with Authorized Instructions only so long as, in the sole discretion of Prime Trust, such requested investments will not impose an unreasonable administrative burden on Prime Trust (which such determination by Prime Trust shall not to be construed in any respect as a judgment concerning the prudence or advisability of such investment).

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**1.3 Storage of Digital Assets.** Prime Trust will receive Digital Assets for storage by generating Private Keys and their Public Key pairs, with Prime Trust retaining custody of such Private Keys. "**Private Key**" means an alphanumeric string known only to the holder of a Digital Asset, which must be used to transact the Digital Asset represented by the corresponding Public Key. "**Public Key**" means an alphanumeric string on a Blockchain that indicates ownership/possession of a specific amount of a Digital Asset by a specific network participant and is visible to all participants in a Blockchain's network. Upon receipt, Prime Trust will custody the Digital Assets in Account Holder's name or Accounts established for the benefit of Account Holder, unless otherwise specified in an Authorized Instruction. Prime Trust will be deemed to have received a Digital Asset after the Digital Asset's receipt has been confirmed on the relevant Blockchain or otherwise ledgered to Prime Trust's satisfaction. "**Blockchain**" means a software operating a distributed ledger which is maintained by a network of computers, and that records all transactions in a Digital Asset in theoretically unchangeable data packages known as blocks, each of which are timestamped to reference the previous block so that the blocks are linked in a chain that evidences the entire history of transactions in the Digital Asset.

**1.4 Forks, Airdrops.**

(a) For the purposes of this Agreement, "**Fork**" means: (i) that a Digital Asset network has been changed in a way that makes it incompatible with the unchanged version of the Digital Asset network; (ii) the changes have been widely accepted by users of the Digital Asset network; and (iii) that the two resulting Digital Asset networks have not been merged together at the time of any action to be taken by Prime Trust. A Fork may create two separate Digital Asset networks (each, a "**Forked Network**"), and may result in Prime Trust holding an identical amount of Digital Assets associated with each Forked Network.

(b) Should a Fork occur: (i) Prime Trust retains the right, in its sole discretion, to determine whether or not to support either Forked Network; (ii) in connection with determining to support or not to support a Forked Network, Prime Trust may suspend certain operations, in whole or in part (with or without advance notice), for however long Prime Trust deems reasonably necessary, in order to take the necessary steps, as determined in its sole discretion, to perform obligations hereunder with respect to supporting or not supporting a Forked Network; (iii) Account Holder hereby agrees that Prime Trust will determine, in its sole discretion, whether or not to support such Forked Network and that Account Holder will have no right or claim against Prime Trust related to value represented by any change in the value of any Digital Asset (whether on a Forked Network or otherwise), including with respect to any period of time during which Prime Trust exercises its rights described herein with respect to Forks and Forked Networks; (iv) Prime Trust will select, in its sole discretion, at least one of the Forked Networks to support and will identify such selection in a notice; (v) with respect to a Forked Network that Prime Trust chooses not to support, it may, in its sole discretion, elect to (A) abandon or otherwise not pursue obtaining the Digital Assets from that Forked Network, or (B) deliver the Digital Assets from that Forked Network to Account Holder within a time period as determined by Prime Trust in its sole discretion, together with any credentials, keys, or other information sufficient to gain control over such Digital Assets (subject to the withholding and retention by Prime Trust of any amount reasonably necessary, as determined in Prime Trust's sole discretion, to fairly compensate Prime Trust for the efforts expended to obtain and deliver such Digital Assets to Account Holder); (vi) with respect to Forked Networks that Prime Trust chooses to support, Account Holder may be responsible for Fees to be negotiated; and (vii) Account Holder acknowledges and agrees that Prime Trust assumes no responsibility or obligations with respect to any Forked Network and related Digital Assets that it chooses not to support.

(c) In the event that a Digital Asset network attempts to or does contribute (sometimes called "airdropping" or "bootstrapping") its Digital Assets (collectively, "**Airdropped Digital Assets**") to holders of Digital Assets on an existing Digital Asset network and Account Holder notifies Prime Trust in writing of such event, Prime Trust may, in its sole discretion, elect to: (i) subject to an airdrop fee to be determined, support the Airdropped Digital Asset for Custody and, if appropriate, reconcile Account; (ii) abandon or otherwise not pursue obtaining the Airdropped Digital Asset; or (iii) deliver the Airdropped Digital Assets from that

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Digital Asset network to Account Holder within a time period as determined by Prime Trust in its sole discretion, together with any credentials, keys, or other information sufficient to gain control over such Airdropped Digital Assets (subject to the withholding and retention by Prime Trust of any amount reasonably necessary, as determined in Prime Trust's sole discretion, to fairly compensate Prime Trust for the efforts expended to obtain and deliver such Airdropped Digital Assets to Account Holder). Airdropped Digital Assets do not create any relationship between the sender and/or Digital Asset network and Prime Trust and do not subject Prime Trust to any responsibilities or obligations as it relates to the sender and/or Digital Asset network.

**1.5 On-Chain Services.** Subject to any documentation requested by Prime Trust in its sole discretion, from time to time, Prime Trust may offer Account Holder additional Services involving on-chain transactions (other than deposits and withdrawals included in Prime Trust's basic custody Service), which may include staking, voting, inflation, signaling, and other activities requiring interaction with the applicable Blockchain ("**On-Chain Services**"). Account Holder may be required to accept additional terms as a condition to receiving any On-Chain Services. Prime Trust may discontinue an On-Chain Service at any time without notice for any reason. If Prime Trust decides to discontinue an On-Chain Service, Prime Trust will endeavor to provide as much notice to Account Holder as reasonably possible.

**1.6 Fiat Currency Instructions and Acknowledgements; Disclosures.** Prime Trust may, in its sole discretion, offer the custody of Fiat Currencies and foreign exchange transactions in Fiat Currencies ("**Fiat Services**") to Account Holder. If Prime Trust offers Fiat Services, and Account Holder accepts Fiat Services, Prime Trust may:

(a) subject to Section 1.6(b), deposit any cash or Fiat Currency funds deposited by Account Holder with Prime Trust, for which Account Holder has not already provided Authorized Instructions, into deposit accounts at Federal Deposit Insurance Corporation ("**FDIC**")-insured, regulated depository institutions selected by Prime Trust, which accounts will be held for the benefit of Prime Trust Account Holders ("**Deposit Accounts**") and maintain the Deposit Accounts as omnibus accounts, which will not be segregated by Account Holder; enter into such sub-accounting agreements as may be required by such depository institutions; and initiate wire or other transfer requests from time to time for the withdrawal of Account Holder funds from the Deposit Accounts, which requests are to be honored by the depository institution for withdrawal of Account Holder's funds from such Deposit Accounts for distributions, investments, Fees, and other disbursements pursuant to an Authorized Instruction. All applicable wire or other transfer Fees will be paid by Account Holder.

(b) otherwise use or invest such cash or Fiat Currency at Prime Trust's own risk. Without limiting the foregoing, Prime Trust may use such Fiat Currency to purchase securities or other assets that it may hold and register in its own name or in the name of its nominee and pledge, repledge, hypothecate, rehypothecate, sell, or otherwise transfer or use any amount of such securities or other assets with all attendant rights of ownership and without any obligation to maintain in its possession or control a like amount of cash or Fiat Currency, subject to Prime Trust's obligation to return Fiat Currency to Account Holder in accordance with this Agreement. Prime Trust may receive earnings or compensation for an omnibus account either in the form of services provided at a reduced rate, the payment of any shareholder service fees, or similar compensation, and Prime Trust may receive earnings or income from using or investing cash or Fiat Currency as described herein. Account Holder agrees that any such earnings, income or compensation shall be retained by Prime Trust and no portion of any such earning, income or compensation shall be paid to or for Account Holder. Account Holder acknowledges and agrees that Prime Trust may hold some or any portion of Fiat Currency in accounts, including but not limited to money market deposit accounts, that may or may not receive interest or earnings attributable to such Fiat Currency. Account Holder hereby agrees that the amount of such interest or earnings attributable to Fiat Currency may be retained by Prime Trust as additional consideration for its services.

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(c) Prime Trust will keep records for the purpose of obtaining pass-through FDIC insurance with respect to any sub-account held for the Account Holder that is part of the Custodial Property held in Deposit Accounts by Prime Trust to the extent provided by Applicable Law. Account Holder acknowledges and accepts that Prime Trust does not guarantee that pass-through FDIC coverage will be available for any such sub-account.

(d) if Account Holder elects to provide a card payment method to transfer funds into the Account, Account Holder hereby authorizes Prime Trust to debit the card payment method for the purpose of transferring the funds. Further, Account Holder hereby authorizes Prime Trust to store and file the card payment method and charge the card payment method on file in connection with any future transfers of funds by the Account Holder.

**1.7 Limitations on Services.** Account Holder agrees that Prime Trust will only perform the Services, and no additional duties or obligations will be implied. In particular, Prime Trust will not exercise any legal, investment, tax, or accounting planning, advice, discretion, or recommendation whatsoever regarding your Account. In providing the Services, Prime Trust has no duty to inquire as to the provisions of or application of any agreement or document other than this Agreement, notwithstanding Prime Trust's receipt of such agreement or document.

**1.8 Ownership of Custodial Property.** Account Holder owns all Custodial Property held by Prime Trust on behalf of Account Holder in accordance with this Agreement. Account Holder's Custodial Property will not be reflected on Prime Trust's balance sheet as assets of Prime Trust. Prime Trust may, for convenience, take and hold title to Custodial Property or any part thereof in its own name with Account Holder's ownership of Custodial Property segregated on Prime Trust's books and records.

## 2. ACCOUNT ACCEPTANCE; AUTHORIZED PERSONS

**2.1 Account Acceptance.** Services will be provided only upon the date of Account Holder's successful completion of the Account acceptance process (the "**Effective Date**"), as determined in Prime Trust's sole discretion and in accordance with this Section 2.1. To complete the acceptance process, Account Holder will provide Prime Trust with information and documents, which includes information necessary for Prime Trust's compliance with the Bank Secrecy Act ("**BSA**"), and other Applicable Law relating to anti-money laundering ("**AML**"), Know-Your-Customer ("**KYC**"), counter-terrorist financing, sanctions screening requirements, or any other similar legal obligations, in each case, as determined by Prime Trust in its sole discretion.

**2.2 Authorized Persons.**

(a) Upon acceptance of Account Holder as determined by Prime Trust, Account Holder will designate to Prime Trust one or more persons authorized to provide instructions with respect to the Account (each, an "**Authorized Person**"). Account Holder is solely responsible for designating to Prime Trust all Authorized Persons, for advising Prime Trust of the removal of any Authorized Persons, and for all actions of Authorized Persons.

(b) Account Holder shall notify Prime Trust of the termination of any Account Holder Service Provider Agreement, and Prime Trust will not be liable for acting on any instruction sent by any person with whom Account Holder no longer maintains an Account Holder Service Provider Agreement.

(c) You agree that Prime Trust may rely on an Authorized Person's email address currently on file with Prime Trust for the purposes of acting on an Authorized Instruction from an Authorized Person.

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**2.3 Joint Accounts.** In the case of a joint Account, each person with an interest in the Account, who is a Party to this Agreement, is considered an Account Holder. The obligations and agreements applicable to each part to a joint Account under this Agreement shall be deemed to be joint and several.

**2.4 Acknowledgements.** Account Holder acknowledges that:

(a) Account Holder is an "Entitlement Holder" in a "Financial Asset," as defined by, and for purposes of, the Uniform Commercial Code, including Article 8 thereto, as adopted and implemented in accordance with Nevada law ("**UCC**"). Applicable Custodial Property are "Financial Assets" for purposes of the UCC and are not assets of Prime Trust.

(b) Account Holder is solely responsible for, and Prime Trust has no involvement in, determining whether any investment, investment strategy, or related transaction is appropriate for Account Holder. Prime Trust will have no duty or responsibility to review or perform due diligence on any investments or transactions and will make no recommendation of investments or transactions, nor supervise any such investments or transactions. You will perform your own due diligence on all investments and take sole responsibility for all decisions made for your Account.

(c) Prime Trust does not provide any valuation or appraisals of Custodial Property, nor does it hire or seek valuations or appraisals on any Custodial Property; provided, however, that Prime Trust may, at its option and with no obligation or liability, to the extent reasonably available for any particular asset, make available recent price quotes or value estimates from various third-party sources, including stock exchanges and alternative trading systems registered with the Securities and Exchange Commission, digital asset exchanges, and real estate websites. Prime Trust will not attempt to verify the validity, accuracy or reliability of any such third-party valuation, valuation estimates or price quotes (collectively, "**Valuation Data**") and you agree that Prime Trust will have no liability in connection with any such Valuation Data, including for any unreliable, inaccurate, or misleading information. Any Valuation Data provided to you is furnished for general information purposes only, and should not be relied upon as a definitive determination of the market value of any Custodial Property, nor should such Valuation Data be used for tax reporting purposes. You understand and agree that you should engage an independent financial advisor, appraiser, or valuation firm in order to obtain a formal opinion or financial advice regarding the value of any Custodial Property.

(d) Prime Trust has no control over, and is not responsible or liable for, any services or technology supporting or used in connection with any Custodial Property, Service Provider, Authorized Integrator platform, or the markets in which Custodial Property is purchased, sold or otherwise traded, and any Custodial Property, Service Provider (defined below), Authorized Integrator platform or such markets, and any such services or technology, may be susceptible to, or limited or compromised by, errors, technology flaws or defects, viruses or other malicious code, manipulations, hacks, other attacks, outages, and other interruptions and limitations. For the purposes of this Agreement, "**Service Provider**" means any unaffiliated third-party entity retained by Prime Trust to provide any of the Services on behalf of Prime Trust to the Account Holder.

(e) The custody of Digital Assets is generally subject to a high degree of risk, and the nature of Digital Assets may lead to an increased risk of technology flaws, fraud or attacks.

(f) Prime Trust does not control and makes no guarantee as to the functionality of any Blockchain's decentralized governance, which could, among other things, lead to delays, conflicts of interest, or operational decisions that may impact Account Holder and/or its Custodial Property.

(g) Advancements in cryptography could render current cryptography algorithms utilized by a Blockchain supporting a specific Digital Asset inoperative.

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(h) The supply of Digital Assets available as a result of a Forked Network and Prime Trust's ability to deliver Digital Assets resulting from a Forked Network may depend on Service Providers and other third-party providers that are outside Prime Trust's control. Prime Trust does not own or control any of the protocols that are used in connection with Digital Assets and their related Digital Asset networks, including those resulting from a Forked Network. Accordingly, Prime Trust disclaims all liability relating to such protocols and any change in the value of any Digital Assets (whether on a Forked Network or otherwise), and makes no guarantees regarding the security, functionality, or availability of such protocols or Digital Asset networks. Account Holder accepts all risks associated with the use of the Services to conduct transactions.

(i) The price and liquidity of Digital Assets have fluctuated substantially in the past and may fluctuate substantially in the future, and such fluctuation may affect the value of your Account, including a total loss of the value of Digital Assets. The value of your Account will be solely dependent upon the performance of Custodial Property.

(j) Digital Assets held in Accounts are not entitled to deposit insurance protection by the FDIC. Assets held in Accounts are not insured by Prime Trust insurance policies and are not entitled to protection afforded to customers under the Securities Investor Protection Act of 1970, as amended.

(k) Subject to Applicable Law, Digital Assets are not legal tender and are not backed by any government.

(l) Changes in Applicable Law may adversely affect the use, transfer, exchange, and value of Custodial Property.

(m) Transactions in Custodial Property may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.

(n) Some Digital Asset transactions will be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that the transaction was initiated.

(o) The value of Digital Assets may be derived from the continued willingness of market participants to exchange Fiat Currencies or Digital Assets for Digital Assets, which may result in the potential for permanent and total loss of value of a particular Digital Asset should the market for that Digital Asset disappear.

(p) There is no assurance that a person who accepts Digital Assets as payment today will continue to do so in the future.

(q) Due to the volatility and unpredictability of the price of Digital Assets relative to Fiat Currencies, trading and owning Digital Assets may result in significant loss over a short period of time.

(r) The nature of Digital Assets means that technological difficulties experienced by Prime Trust may prevent the access to or use of Account Holder's Digital Assets. In addition, access to or transfers of Digital Assets may be delayed due to security protocols, time-zone differences, communication technology delays or fails, and/or enhanced internal compliance reviews.

(s) All instructions for the purchase and sale of securities and/or Digital Assets will be executed through one or more broker-dealers or exchanges selected by either you or another Authorized Person, or by Prime Trust, as an accommodation (and not in any capacity as a broker-dealer), and Prime Trust is hereby authorized to debit your account for any Fees associated with such transaction(s) and remit those to the executing party.

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(t) With respect to Custodial Assets that are not securities, Account Holder acknowledges and agrees that: (i) Prime Trust does not have access to every market or exchange which a particular product or financial instrument may be traded and Prime Trust makes no representation regarding the best price execution of any instructions; (ii) other orders may trade ahead of Account Holder's order and exhaust available volume at a posted price; (iii) exchanges, market makers or other types of sellers or purchasers may fail to honor posted or otherwise agreed-upon prices; (iv) exchanges may reroute customer orders out of automated execution systems for manual handling (in which case, execution may be substantially delayed); (v) system delays by exchanges or third parties executing instructions may prevent Account Holders order from being executed, may cause a delay in execution or not to be executed at the best posted price or at all; and (vi) Prime Trust may not promptly or in a timely manner execute Account Holder order(s) due to internal delays, and Prime Trust makes no representation that its Services are in any way suitable for active trading or any activity requiring prompt or exact execution. The Account is not a brokerage account. Transactions may be subject to additional Fees and charges by Prime Trust or any Service Provider or exchange.

(u) As between you and Prime Trust, Prime Trust owns the Services and any improvements or modifications to the Services, and all intellectual property rights therein. All suggestions, comments, feedback, data (including metadata), insights, ideas or know-how, in any form, regarding the Service (including any of its functionality), including those derived from our monitoring and analysis of your use of the Service will be the sole property of Prime Trust. To the extent you have or obtain any right, title or interest in such feedback, you hereby assign to Prime Trust all right, title and interest to such feedback (including any intellectual property rights therein) and agree to perform such further acts as may be reasonably necessary to evidence such assignment.

## 3. REPRESENTATIONS AND WARRANTIES

**3.1** Account Holder represents, warrants, and covenants at all times while this Agreement is in effect:

(a) if an entity, Account Holder is validly organized or formed, as applicable, and in good standing in accordance with Applicable Law and has all requisite authority to enter into this Agreement and perform its obligations hereunder;

(b) it has all rights, power, and, if an entity, authority necessary to enter into this Agreement and perform its obligations hereunder;

(c) its entry into, and performance of its obligations under, this Agreement, and Prime Trust's exercise of its rights in accordance with this Agreement, will not conflict with, or result in a breach or violation of, any term or provision, or constitute a default under, any agreement by which it is bound or any Applicable Law;

(d) it will comply with all Applicable Law including the BSA and all other Applicable Laws related to AML, KYC, counter-terrorist financing, sanctions requirements, in performing its obligations in accordance with this Agreement;

(e) it will: (i) fully satisfy Prime Trust's information requests and other requirements, including those relating to Authorized Persons or Custodial Property, and keep current any provided information; (ii) notify Prime Trust if the Account Holder becomes a target of any action, investigation or prosecution related to this Agreement, the Services, or Custodial Property; and (iii) provide Prime Trust full cooperation in connection with any inquiry or investigation of Prime Trust made or conducted by any U.S. federal or state authority. Prime Trust shall have no obligation to provide the Services if Account Holder or any Authorized Person(s) fail to comply with the foregoing to Prime Trust's satisfaction;

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(f) the appointment of Prime Trust and the execution of the terms outlined in this Agreement by Account Holder will not violate any Applicable Law;

(g) Account Holder owns, and will at all times own, all Custodial Property, free and clear of all liens and encumbrances (other than those granted to Prime Trust in accordance with this Agreement or as otherwise created by applicable U.S. federal or state securities laws);

(h) neither Account Holder nor any other Authorized Person is, nor is directly or indirectly owned or controlled by, any person or entity (i) included on the Specially Designated Nationals and Blocked Persons or the Consolidated Sanctions List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**") or any similar list maintained by any government entity from time to time, or (ii) located, organized, or resident in a country or territory that is the target of sanctions imposed by OFAC or any government entity;

(i) Account Holder will not, and will not direct or permit its Authorized Persons to, direct the purchase, sale, or transfer of any Custodial Property which is (a) prohibited by Applicable Law, or (b) prohibited by Section 4975 of the Internal Revenue Code;

(j) if an individual, Account Holder is over the age of 18 and has all personal power or capacity to enter into this Agreement and perform its obligations hereunder; and

(k) that all information provided to Prime Trust in accordance with this Agreement is and will be complete, correct, current, and accurate in all respects. Account Holder will notify Prime Trust immediately in accordance with Section 15.3 if any such information, including Account Holder's email address on file with Prime Trust, is no longer complete, correct, current, and accurate in all respects.

## 4. PRIVACY AND DATA POLICIES

To the extent permitted by Applicable Law and our privacy and data policies, Prime Trust may share information about you and your Account with affiliates and third parties. Account Holder agrees to Prime Trust's privacy and data policies, available at www.primetrust.com/privacy. Prime Trust may modify these policies at any time without prior notice of liability, and any modification will be effective following thirty (30) days after posting to Prime Trust's website.

## 5. ELECTRONIC STATEMENTS

**5.1 Account Statements.** Account Holder agrees that Prime Trust will make current and prior Account statements available in electronic form only. Account Holder further agrees to access statements on the websites or applications of the Authorized Integrator. Account Holder understands and agrees that Prime Trust will not provide Account Holder hard-copy statements.

**5.2 Monitoring Your Account.** As an Account Holder, you are responsible for monitoring your Account, including transaction confirmations and Account statements, and reviewing these documents to see that information about your Account is accurate. You agree to review your monthly statements and promptly notify Prime Trust of any unusual or unauthorized activity. You remain responsible for monitoring your Account and reconciling all balances, statements, and activity. You agree to notify Prime Trust immediately in accordance with Section 15.3 if there is any type of discrepancy or suspicious or unexplained occurrence relating to your Account, including any unauthorized transaction. If you fail to notify Prime Trust immediately, no Indemnitee (defined below) will be liable for any consequences. If, through any error, you have received property that is not rightfully yours, you agree to notify Prime Trust and return the property immediately. If Prime Trust identifies an error in connection with property you have received from or

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through Prime Trust and determine it is not rightfully yours, you agree that Prime Trust may take action to correct the error, which may include returning such property to the rightful owner.

## 6. AUTHORITY TO PLEDGE; RIGHT TO SET-OFF; LIEN

Except as otherwise provided in this Section 6, Account Holder may not loan, hypothecate, pledge, or otherwise encumber any Custodial Property. Account Holder grants Prime Trust a right of set-off against, and lien on and security interest in the Custodial Property for the payment of any Fees and any other amounts due to Prime Trust under and in accordance with this Agreement.

## 7. APPLICATION OF UCC

Except as otherwise provided under Applicable Law, the Parties agree the relationship between Prime Trust and Account Holder is governed by Article 8 of the UCC and that for the purposes of this Agreement: Account Holder is an "entitlement holder" and any Custodial Property will be treated as a "Financial Asset" within the meaning of Nevada Revised Statutes ("**NRS**") 104.8102(h) and (j).

## 8. BOOKS AND RECORDS

Prime Trust will record on its books and records (including records of receipts, disbursements, and other transactions) all Custodial Property and will segregate Account Holder's Custodial Property from the Custodial Property of any other Account Holder, person, or entity, unless otherwise specified in an Authorized Instruction. Prime Trust will hold such records in accordance with Applicable Law. Upon commercially reasonable notice by Account Holder, Prime Trust will provide Account Holder copies of the books and records pertaining to Account Holder that are in the possession or under the control of Prime Trust.

## 9. FEES

**9.1** Account Holder will pay Prime Trust the Fees, if any, in connection with the Services. "**Fees**" means any monthly custody fee for Custodial Property, statement fee, third-party fee, and all other applicable fees and other charges as made available on Prime Trust's website and as may be modified from time to time. Changes to Fees will not affect any Fees for prior periods and will only be effective as of the date changes are published on Prime Trust's website. All Fees are payable no later than thirty (30) days after the Fee is incurred.

**9.2** In the event that Prime Trust is charged any Fees (e.g., transfer agent fees, legal fees, accounting fees, tax preparation fees, notary fees, exchange fees, brokerage fees, bank fees, Blockchain settlement fees, etc.) by a third party in performing Services, Account Holder agrees to reimburse Prime Trust for such Fees at cost-plus 25% (excluding broker-dealer commissions).

## 10. TERM AND TERMINATION

**10.1 Term.** This Agreement is effective as of the Effective Date, and will continue in full force and effect until terminated as provided herein (the "**Term**").

**10.2 Termination.** This Agreement may be terminated by either Party at any time upon thirty (30) days' prior written notice to the other Party; provided, however, that Prime Trust may immediately terminate this Agreement without notice in the event that: (i) Prime Trust becomes aware or has reason to believe that Account Holder may be engaged in illegal activity, has violated Applicable Law, or has breached its obligations under this Agreement; (ii) termination is deemed appropriate by Prime Trust to comply with

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Applicable Law; or (iii) Prime Trust terminates its agreement with an Authorized Integrator, in which case, Prime Trust, in its sole discretion, may choose to continue to provide Services to the Account Holder but will no longer accept Authorized Instructions using the Authorized Integrator platform under the terminated agreement.

**10.3 Termination of an Account Holder Service Provider Agreement.** In the event an Account Holder intends to terminate its Account Holder Service Provider Agreement, the Account Holder must provide thirty (30) days' prior written notice to Prime Trust in accordance with Section 15.3, which notice shall include the effective date of termination. In the event of termination of the Account Holder Service Provider Agreement, Prime Trust will no longer accept Authorized Instructions using the Authorized Integrator platform.

**10.4 Effect of Termination.** Upon termination of this Agreement, Account Holder will pay Prime Trust all Fees and any other amounts due and owing hereunder.

**10.5 Obligations and Rights upon Termination.**

(a) **Return of Custodial Property**. Upon termination of this Agreement, Account Holder will provide Authorized Instructions regarding the disbursement of the Account Holder's Custodial Property and Prime Trust will, subject to Applicable Law, deliver Account Holder's Custodial Property in accordance with the Authorized Instructions. A Digital Asset will be deemed to have been delivered to Account Holder when a transfer of the Digital Asset initiated by Prime Trust has received a reasonable number of confirmations on the relevant Blockchain, or an alternative method has been mutually agreed between Prime Trust and Account Holder. To the extent Account Holder is unable to transfer Digital Assets out of the Account due to insufficient gas or network fees necessary for the transfer, Account Holder agrees to and abandons and forfeits any claims to such Digital Assets upon closure of the Account. Upon termination of this Agreement, Prime Trust will deliver other Custodial Property to Account Holder as soon as practicable or, at Account Holder's request, to a successor custodian. Account Holder acknowledges that Custodial Property, if any, held in Prime Trust's name requires a reasonable amount of time to be delivered. Upon delivery of Custodial Property, Prime Trust's responsibility under this Agreement ceases.

(b) **Death or Incompetency of Account Holder**. Upon the death or incompetency of Account Holder, Prime Trust will continue to hold Custodial Property until such time Prime Trust receives instructions from Account Holder's executor, trustee, administrator, guardian, or person holding a valid power of attorney in accordance with the probate process or otherwise in accordance with Applicable Law and has received advice of its legal counsel to transfer such Custodial Property (which costs will be borne by Account Holder). In the event that no beneficiaries claim this Account, then the assets may be preserved in the Account for so long as possible, until a beneficiary makes itself known or until the Custodial Property may be subject to escheat, as set forth in Section 10.5(c) below.

(c) **Escheat**. Account Holder acknowledges that, in accordance with Applicable Law, Custodial Property that is presumed abandoned, including following termination of this Agreement, may under certain circumstances escheat to the government of the applicable jurisdiction. Prime Trust will have no liability to Account Holder, its heirs, legal representatives, or successors and assigns, or any other person in connection with any Custodial Property that escheats by operation of law.

**11. TAXES**

**11.1 Responsibility for Taxes.** Account Holder will be liable for all and any taxes, assessments, duties, and other governmental and similar charges ("**Taxes**") relating to any Custodial Property held on behalf of Account Holder or any transaction related thereto, which are Account Holder's sole obligation to remit,

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unless otherwise mandated by Applicable Law. Account Holder will remit to Prime Trust the amount of any Tax that Prime Trust is required by Applicable Laws (whether by assessment or otherwise) to pay on behalf of Account Holder, or in respect of activity in the Account of Account Holder. In the event that Prime Trust is required by Applicable Law to pay any Tax on behalf of Account Holder, Account Holder will promptly transfer to Prime Trust the amount necessary to pay the Tax.

**11.2 Substitute Internal Revenue Service of the U.S. Department of the Treasury ("IRS") Form W-9.** Under penalties of perjury, Account Holder certifies that: (a) the tax identification number provided to Prime Trust by Account Holder is the correct and current taxpayer identification number for Account Holder; and (b) Account Holder is not subject to backup withholding because: (i) Account Holder is exempt from backup withholding; or (ii) Account Holder has not been notified by the IRS that it is subject to backup withholding. Account Holder agrees to immediately inform Prime Trust in writing if it has been, or at any time in the future is notified by the IRS that Account Holder is subject to backup withholding. Account Holder acknowledges that failing to provide accurate information may result in civil penalties.

## 12. DISCLAIMERS

**12.1** ACCOUNT HOLDER'S ACCESS TO AND USE OF THE SERVICES ARE AT ACCOUNT HOLDER'S OWN RISK. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRIME TRUST EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. The Parties further acknowledge and agree that Prime Trust has no obligation to inquire into, and will not be liable for any damages or other liabilities or harm to any person or entity relating to: (i) the ownership, validity or genuineness of any Custodial Property; (ii) the authority of any Authorized Person to act on behalf of Account Holder with respect to Custodial Property; (iii) the accuracy or completeness of any information provided by Account Holder or any other Authorized Person with respect to a Custodial Property or an Authorized Instruction; or (iv) the collectability, insurability, effectiveness, marketability, or suitability of any Custodial Property. Account Holder additionally understands and agrees that Prime Trust must follow the directions of Account Holder, is considered by this Agreement to be a "directed fiduciary" in accordance with NRS 163.5548 and will be released and held harmless for following the directions of Account Holder in accordance with NRS 163.5549. Account Holder understands and agrees that Account Holder is considered by this Agreement to be a Directing Trust Adviser in accordance with NRS 163.5536 and has the authority to give directives to Prime Trust that must be followed by Prime Trust.

**12.2** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRIME TRUST MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW). PRIME TRUST EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NO AUTHORIZED INTEGRATOR HAS BEEN AUTHORIZED BY PRIME TRUST NOR HAS THE AUTHORITY TO MAKE REPRESENTATIONS OR WARRANTIES ON PRIME TRUST'S BEHALF. PRIME TRUST DOES NOT WARRANT AGAINST INTERFERENCE WITH THE USE OF THE SERVICES OR AGAINST INFRINGEMENT. PRIME TRUST DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE ARE ERROR-FREE OR THAT OPERATION OR DATA WILL BE SECURE OR UNINTERRUPTED. PRIME TRUST EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE FLOW OF DATA AND DELAYS ON THE INTERNET, INCLUDING FAILURE OR DELAY TO SEND OR RECEIVE ANY ELECTRONIC COMMUNICATIONS (e.g., EMAIL). ACCOUNT HOLDER DOES NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF PRIME TRUST TO ANY THIRD PARTY.

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## 13. LIMITATION OF LIABILITY; INDEMNIFICATION

**13.1 Disclaimer of Liability and Consequential Damages.** PRIME TRUST AND PRIME TRUST'S AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**INDEMNITEES**") SHALL NOT BE LIABLE FOR ANY ACTION TAKEN OR OMITTED BY ANY INDEMNITEE UNLESS AS A RESULT OF ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN EACH CASE AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION. INDEMNITEES SHALL NOT BE LIABLE FOR ANY ACTION TAKEN OR OMITTED BY ANY SERVICE PROVIDER OR OTHER THIRD PARTY. PRIME TRUST'S SOLE RESPONSIBILITY SHALL BE FOR PROVIDING THE SERVICES IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. PRIME TRUST SHALL HAVE NO IMPLIED DUTIES OR OBLIGATIONS AND SHALL NOT BE CHARGED WITH KNOWLEDGE OR NOTICE OF ANY FACT OR CIRCUMSTANCE NOT SPECIFICALLY SET FORTH HEREIN. YOU HEREBY ACKNOWLEDGE AND AGREE, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THAT PRIME TRUST WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES OR ANY TRANSACTION OCCURRING IN ACCORDANCE WITH THIS AGREEMENT, INCLUDING LOST REVENUE OR PROFITS OR LOSS OF BUSINESS OR LOSS OF DATA, EVEN IF PRIME TRUST HAS BEEN ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF SUCH ACTION. THIS INCLUDES ANY LOSSES OR PROBLEMS OF ANY TYPE RESULTING FROM INCIDENTS OUTSIDE OF PRIME TRUST'S DIRECT CONTROL, INCLUDING ERRORS, HACKS, THEFT, OR ACTIONS OF ISSUERS, TRANSFER AGENTS, SMART CONTRACTS, BLOCKCHAINS AND INTERMEDIARIES OF ALL TYPES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, EACH INDEMNITEE SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY ANY FORCE MAJEURE EVENT (DEFINED BELOW), INCLUDING LEGAL OR GOVERNMENTAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, UNAVAILABILITY OF THE INTERNET, EQUIPMENT FAILURE, WAR, TERRORIST ACTS, EMERGENCY CONDITIONS OR OTHER CIRCUMSTANCES BEYOND THE INDEMNITEE'S CONTROL. THESE TERMS SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

**13.2 Cap on Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACCOUNT HOLDER HEREBY ACKNOWLEDGES AND AGREES UNDER NO CIRCUMSTANCES WILL INDEMNITEES' TOTAL LIABILITY OF ANY AND ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED THE GREATER OF $500.00 OR THE TOTAL AMOUNT OF FEES PAID, IF ANY, BY ACCOUNT HOLDER TO PRIME TRUST IN ACCORDANCE WITH THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

**13.3 Indemnification.** Account Holder hereby agrees to indemnify, protect, defend, and hold harmless the Indemnitees from and against any and all claims, demands, obligations, losses, liabilities, damages, regulatory investigations, recoveries and deficiencies (including interest, penalties and attorneys' fees, costs, and expenses), which an Indemnitee may suffer arising out of or relating to: (i) this Agreement; (ii) any breach, action, or regulatory investigation arising from your failure to comply with Applicable Law and/or arising out of any alleged misrepresentation, misstatement, omission of fact, or inaccuracy in the representations and warranties and/or in your interactions with Prime Trust, or breach, non-fulfillment or default in the performance of any of the conditions, covenants and agreements, of Account Holder contained

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in this Agreement or in any certificate or document delivered by Account Holder or any Authorized Person(s) or other agent(s) or in any Authorized Instruction in accordance with any of the provisions of this Agreement; (iii) any breach, action or regulatory investigation arising from Account Holder's failure to comply with any state blue sky laws or other applicable securities laws, and/or arising out of any alleged misrepresentations, misstatements or omissions of material fact in the Account Holders' offering memoranda, general solicitation, advertisements and/or other offering documents; (iv) any obligation which is expressly the responsibility of Account Holder in accordance with this Agreement; (v) any loss or damage to any third party, direct or consequential, arising out of or in any way related to acts or omissions of any Indemnitee relating to the Services; (vi) any damages or claims resulting from equipment, software, or network malfunctions or interruptions outside of any Indemnitee's control; or (vii) any misuse of the Services by an Authorized Person or through an Authorized Instruction.

**13.4 Limitation on Prime Trust's Duty to Litigate.** Without limiting the foregoing, Prime Trust will not be under any obligation to defend any legal action or engage in any other legal proceedings with respect to the Account or any property of the Account unless Prime Trust is indemnified to Prime Trust's satisfaction. Notwithstanding anything in this Agreement to the contrary (including Section 13.2 and Section 13.3), Prime Trust is authorized and empowered to consult with its counsel of its choice in reference to the Account and to retain counsel and appear in any action, suit, or other proceeding affecting the Account or any of the property of the Account. All fees and expenses so incurred will be for the Account and shall be charged to the Account.

**13.5 Third-Party Claims.** Account Holder agrees to bear sole responsibility for the prosecution, defense, or enforcement of any judgment, including the employment of legal counsel, of any and all legal actions or suits involving the Account, which may arise or become necessary for the protection of the investments in that Account, including any actions lodged against Prime Trust. However, Prime Trust, in its sole discretion, may, upon notice to Account Holder, participate in, or assume and control, the prosecution or defense, or enforcement of any judgment of such legal actions or suits, at Account Holder's expense.

## 14. ARBITRATION

Any dispute, potential claim, question, or disagreement arising from or relating to this Agreement or the breach thereof (collectively, a "**Dispute**"), will be finally settled by binding arbitration administered by the American Arbitration Association in Clark County, Nevada. Account Holder consents to this method of dispute resolution, as well as jurisdiction, and consent to this being a convenient forum for any such Dispute and waives any right it may have to object to either the method or jurisdiction for such Dispute. In the event of any Dispute between the Parties, the prevailing Party shall be entitled to recover damages plus reasonable costs and attorney's fees. The decision of the arbitrator shall be final, binding, and enforceable in any court. For the avoidance of doubt, Account Holder hereby waives any right to trial by jury in any lawsuit, action, proceeding, or counterclaim arising out of this Agreement. Account Holder agrees that it will not bring or participate in any putative or certified class action.

## 15. GENERAL PROVISIONS

**15.1 No Third-Party Beneficiaries.** This Agreement is not intended to and will not be construed to give any third party, including, for the avoidance of doubt, any Authorized Integrator or Service Provider, any interest or rights (including any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided in this Agreement.

**15.2 Force Majeure.** Prime Trust will not be liable to any extent to Account Holder, including for any costs or expenses, for any failure to perform or delay in the performance by Prime Trust or any Service

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Provider, in each case, of its obligations under this Agreement to the extent such failure or delay is caused by or results from a Force Majeure Event. For the purposes of this Agreement, a "**Force Majeure Event**" means an event caused by a circumstance beyond Prime Trust's reasonable control, including natural catastrophes, fire, flood, earthquake, explosion, pandemic or local epidemic, war, hostilities, or other action by a state actor, public power outages, civil unrests and conflicts, labor strikes or extreme shortages, acts of terrorism or espionage, supply shortages, interruptions or delays in transportation or communications, Domain Name Server issues outside Prime Trust's direct control, technology attacks, cyberattack or malfunction on the Blockchain network or protocol, or governmental action rendering performance illegal or impossible.

**15.3 Notices.**

(a) All notices required or permitted in accordance with this Agreement will be in writing and delivered by courier or electronic mail (except for service of legal process, which will be by courier). Any notice or other communications Prime Trust sends in accordance with this Section 15.3 will be deemed to have been delivered, whether you actually receive them or not: (i) if sent by email or any other SMTP delivery service chosen by Prime Trust, when sent; and (ii) if sent to a physical address by courier, when delivered to such address.

(b) Notices will be delivered to the addresses on record, which:

(i) if to Prime Trust will be to by email to support@primetrust.com; if by courier, to:

Prime Trust, LLC
330 S. Rampart Blvd.
Las Vegas, NV, 89145

(ii) if to Account Holder, to the email address or physical address on file for your Account. A Party's email addresses or physical address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

**15.4 Execution in Counterparts and by Electronic Means.** This Agreement may be executed in counterparts and by electronic means, and the Parties agree that such electronic means and delivery will have the same force and effect as delivery of an original document with original signatures.

**15.5 Entire Agreement.** This Agreement includes any exhibits, schedules, and attachments referenced herein, all of which are incorporated herein by this reference. This Agreement is the final, complete, and entire agreement of the Parties. This Agreement supersedes any prior written agreements or oral agreements between the Parties.

**15.6 Amendments.** This Agreement may be amended or otherwise modified by Prime Trust in its sole discretion at any time. Such amendments or modifications will be effective thirty (30) days after Account Holder receives notice of such revision electronically via the email address for the Account shown on the records of Prime Trust.

**15.7 Remedies Cumulative.** Prime Trust will have all of the rights and remedies provided by Applicable Law in addition to the rights and remedies set forth in this Agreement. All of Prime Trust's rights and remedies are cumulative and may be exercised from time to time, and the pursuit of one right or remedy will not constitute an exclusive election or otherwise preclude or limit its pursuit of any other or additional right or remedy.

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**15.8 Severability.** Any provision of this Agreement that is determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, such provision will be interpreted to accomplish the objectives of the provision to the greatest extent possible under Applicable Law.

**15.9 Assignment.** Account Holder may not assign, or otherwise transfer, including by operation of law, any of its rights, obligations, or performance under this Agreement. Any such attempted transfer by Account Holder will be void. For the avoidance of doubt, Prime Trust may assign, hypothecate, or otherwise transfer, including by operation of law, any of its rights, obligations, or performance under this Agreement at any time without notice to Account Holder.

**15.10 Use of Affiliates and Service Providers.** Prime Trust may provide Services through any affiliate or Service Provider as directed by Prime Trust from time to time.

**15.11 No Waiver of Contractual Right.** The failure of Prime Trust to enforce any provision of this Agreement will not be construed as a waiver or limitation of Prime Trust's right to subsequently enforce and compel strict compliance with every provision of this Agreement. A waiver or consent given on one occasion is effective only in that instance and will not be construed as a bar to or waiver of any other right on any other occasion.

**15.12 Non-Exclusivity.** Nothing in this Agreement will limit or restrict Prime Trust from providing services to any other person, including any services that are similar or identical to some or all of the Services.

**15.13 Governing Law.** This Agreement is governed by, and construed exclusively in accordance with, the laws of the State of Nevada, without regard to its conflicts of laws provisions or rules.

**15.14 Survival.** Any expiration or termination of this Agreement will not affect any accrued claims, rights or liabilities of Prime Trust, and all provisions which must survive to fulfill their intended purposes, or by their nature are intended to survive such expiration or termination will survive, including Section 3, Section 9, Section 10, Section 11, Section 12, Section 13, Section 14, and this Section 15.

**15.15 Interpretation.** All pronouns and any variation thereof will be deemed to refer to the all persons, and to the singular or plural, as the identity of the person or persons may require for proper interpretation of this Agreement. The section headings in this Agreement are intended solely for convenience of reference and will be given no effect in the construction or interpretation of this Agreement.

**Each Party agrees to the terms of this Agreement and any documents incorporated herein as of the last signature date below.**

**ACCOUNT HOLDER**

Signature: DocuSigned by: Cory Klippsten FFAF67005942482...

Name: Cory Klippsten

Title: CEO

Date: 12/27/2022

**PRIME TRUST, LLC**

Signature: DocuSigned by: Melissa Ryken Westhoff FE15C8F064324AA...

Name: Melissa Ryken Westhoff

Title: VP, Senior Trust Officer

Date: 12/28/2022

# EXHIBIT 3

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Prime Trust

## SECOND AMENDMENT TO THE PRIME TRUST ORDER FORM

Prime Trust
330 South Rampart Blvd Suite 260
Summerlin, NV 89145 USA
Created Date: 12/21/2022
Opportunity ID: 0065f00000Dfr7HAAR
Natalie Martin
natalie.martin@primetrust.com

Electric Solidus, Inc. dba Swan Bitcoin
26565 Agoura Rd Ste 200
Calabasas, CA 91302USA
Billing Email:
finance@swanbitcoin.com

**Order Details:**
Order Start Date: 12/31/2022
Order End Date: 12/30/2023

**Selected Services:**

| Name | Period | Monthly Price |
|---|---|---|
| Premium Support | 12/31/2022 - 12/30/2023 | $25,000.00 |
| API Services and Custodial Services | 12/31/2022 - 12/30/2023 | $125,000.00 |
| Crypto IRA Account | 12/31/2022 - 12/30/2023 | $12.50 Per IRA Account |
| Liquidity Services | 12/31/2022- 12/30/2023 | As set forth in the attached Fee Schedule |

| | |
|---|---|
| IRA account service | $150 IRA account termination |

| **Selected Service** | **Required Initial Reserve Amount in each Reserve Account** |
|---|---|
| Payment Rails: ACH Services | $75,000 |
| Payment Rails: Merchant Card Processing Services<br>(This Reserve Account will only be required if Customer purchases the Merchant Card Processing Services. The Reserve Account must be funded with this Initial Reserve Amount before Customer can use the Merchant Card Processing Services.) | $25,000 |

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Prime Trust

**Order Special Terms:** Both Parties agree to continue working in good faith to complete negotiations for a new Prime Trust Master Services Agreement to replace the existing agreement between the Parties and an interest offering for Assets Under Custody on or before March 31, 2023.

**Second Amendment to the Order Form:**

This Second Amendment to the Prime Trust Order Form ("**Amendment 2**"), including the attached Fee Schedule and the Prime Trust Services for Crypto Individual Retirement Account Addendum attached as Exhibit A, is entered by and between Prime Trust and Customer and is effective as of the later signature date below. This Amendment 2 is incorporated into and forms part of the Prime Trust Order Form with Order Start Date of 3/1/2022 ("**Original Order Form**") as amended by the First Amendment to the Order Form executed on 4/19/2022 ("**Amendment 1**"), between the Parties. Together the Original Order Form, Amendment 1 and this Amendment 2 are the "**Agreement**".

The Parties mutually agree that the Statement of Work dated November 1, 2021, as amended by the Change Order No.: 1 effective March 1, 2022 between the Parties are hereby terminated and no longer a part of the Agreement between the Parties. Prime Trust agrees to issue a services fee credit in the amount of $26,000 for services rendered under the Statement of Work dated November 1, 2021, as amended by the Change Order No.: 1 effective March 1, 2022 for month of December 2022.

So long as this Amendment 2 is executed on or before December 31, 2022, the Parties mutually agree to the updated fees listed in this Amendment 2 which will replace and control over any previously agreed to fees for these same services between the Parties. For avoidance of doubt, except for the fees that are specifically listed and updated in this Amendment 2, all other fees agreed to between the Parties in the agreement will remain unmodified and in full force and in effect.

Unless otherwise defined in this Amendment 2, capitalized terms will have the meaning given to them in the Original Order Form. Except as set forth in this Amendment 2, all of the terms of the Original Order Form and Amendment 1 remain in full force and in effect with no further changes.

**The below signatories are authorized to sign on behalf of their respective Party(-ies) and agree to the terms of this Amendment 2 and any documents incorporated herein as of later signature date below.**

**CUSTOMER**

DocuSigned by:
Cory Kilppsten
FFAF67005942482...
Cory Kilppsten

CEO

12/29/2022

**PRIME TRUST**

DocuSigned by:
F4B9882FCDC7446...
A.J. Kennedy

SVP, Finance

12/29/2022

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Prime Trust

## FEE SCHEDULE

**API Services- End-User Custody Account Fees:**

| Number of End-User Custody Accounts Allowance* | Price Per Month |
|---|---|
| From 0 to 250,000 | $125,000 |
| From 250,001 to 500,000 | $175,000 |
| From 500,001to 1,000,000 | $225,000 |
| More than 1,000,001 Accounts | New order form may be required |

**Payment Rails Fees:**

| Funds Processing* | Price |
|---|---|
| Wires- domestic- in/out | $20.00 |
| Wires- international- in/out | $20.00 |
| Wires- recalls | $50.00 |
| ACH- in/out | $0.20 |
| ACH- chargebacks | $5.00/ nsf, $50/ fraud |
| Checks- incoming | $10.00 |
| Checks- outgoing | $25.00 |
| Credit/debit- Merchant Card Processing Services Fee | 1.90% |
| Card Chargebacks | $5.00 |

* Digital Asset transactions incur varying network costs that will be charged to Customer in addition to associate Prime Trust fees.

**Compliance Services Fees:**

| Compliance Service | Price |
|---|---|
| US Individual | $1.25 |
| Global Individual | $1.25 |
| Entity US | $25.00 |
| Entity Global | $75 |
| KYC & AML Exemption | $5/minor, $75/denied |

* All KYC fees are a one-time charge on initial account creation not per transaction. AML is run on all Fiat and Digital Asset transactions.

**Liquidity Services Fees:**

| Crypto Trading/Liquidity | Price Per Trade* |
|---|---|
| Non-stablecoin Fee (BPS) | 5bps |
| Stablecoin Fee (BPS) | 5bps |

* The applicable liquidity provider(s) for a transaction will provide a market price for that transaction. Prime Trust will charge a mark-up on the market price, which shall be set the basis points (or "bps") set forth in the above table. Trades will be executed as market conditions allow.

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Prime Trust

**Exhibit A**

**Prime Trust Services for Crypto Individual Retirement Account Addendum**

This Prime Trust Services for Crypto Individual Retirement Account Addendum ("**Addendum**") is between Prime Trust LLC ("**Prime Trust**") and Electric Solidus, Inc. ("**Customer**"). This Addendum is incorporated into and forms a part of the agreement between the Parties governing the provision and use of the Prime Trust Services ("**Legacy Agreement**"). This Addendum and the Legacy Agreement are together referred to as the "**Agreement**". The Parties wish to enter into this Addendum to address the additional products and services provided by Prime Trust that Customer wishes to purchase.

In case of any inconsistency or conflict between the terms and conditions of this Addendum and those of the Legacy Agreement, this Addendum shall control. Unless otherwise defined in this Addendum, capitalized terms will have the meaning given to them in the Legacy Agreement.

**1. Additional and/or Updated Definitions**

For the avoidance of doubt, Crypto Individual Retirement Account ("**IRA**") Service is considered a "Service" as that term is defined in the Legacy Agreement.

"**Digital Assets**" means supported digital currencies and digital tokens which are a digital representation of value based on a cryptographic protocol of a computer network.

"**Disclosure Materials**" means any disclosures, documents, forms, reports, notices and statements, including periodic Prime Trust Service statements, terms and agreements, including Customer agreements and Prime Trust IRA Agreements), necessary and proper to administer the Program(s) and/or Prime Trust Services in compliance with applicable law. Disclosure Materials shall also include any documents required to be delivered by applicable law to an actual or prospective End-User or Customer in connection with Prime Trust Services, applicable disclosures to address UDAAP (Unfair, Deceptive, or Abusive Acts or Practices) concerns related to Customer services and/or Prime Trust Services, privacy policies, notices required to be provided to actual or prospective End-Users who do not meet the eligibility criteria to access or receive a Prime Trust Services, and any other Customer agreements, authorizations or notices required for a Party to perform its obligations under the Agreement in compliance with applicable law.

"**End-User(s)**" means Customer's clients that use the Prime Trust Services and have entered into the Prime Trust IRA Agreement.

"**End-User Custody Account**" means a Prime Trust asset custody account for and in the name of the End-User.

"**End-User Information**" means all data or information related to an End-User or prospective End-User that is submitted or is provided to or obtained by a Party in connection with the Program or an application for Prime Trust Services or obtained during the performance by a Party of the terms and conditions of the Agreement.

"**Fiat Currency**" means USD, Euros, Pounds Sterling, Canadian Dollars, Australian Dollars or Japanese Yen, or any other government-issued currencies supported by Prime Trust.

"**Program**" means the program launched by the Parties to offer End-Users End-User Custody Accounts for a Crypto IRA all subject to the terms herein and the agreement between Prime Trust and End-User (such end-user agreement, the "**Prime Trust IRA Agreement**").

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Prime Trust

"**Transactions**" means any transactions that Customer facilitates using Prime Trust Services with End-Users, including using a Prime Trust Service to do any of the following: (a) to make a purchase of goods or services; (b) to obtain a credit for a previous purchase; (c) to contribute or disburse Digital Assets or Fiat Currency from or to the End-User Custody Account(s); (d) to make a transfer or other payment to a third party; or (e) to transfer value to another End-User Custody Account.

2. **Crypto IRA Service.** Prime Trust's provision of the Crypto IRA Service to Customer is conditioned on Customer's acknowledgement, representation, and warranty that:

(a) prior to the opening an End-User Custody Account for an End-User for a Crypto IRA, Customer has presented the End-User with the applicable Prime Trust IRA Agreement and End-User has agreed to such terms and conditions and the fully signed agreement is available to the End-User for download. Within ten (10) business days of a request by Prime Trust, Customer shall provide the flow of the Prime Trust IRA Agreements to be used in the applicable Program to Prime Trust for review and approval;

(b) Customer shall provide Prime Trust accurate, complete and prompt End-User Information and Transaction information needed to create and manage the End User's Crypto IRA, and any additional End-User Information or Transaction data requested by Prime Trust during the term of the Agreement;

(c) it is duly authorized by all necessary and appropriate authorizations, such that: (i) Customer has the requisite power and authority to act on behalf of its End-Users, in relation to the Program; (ii) Customer has the requisite power and authority to provide instructions to Prime Trust on behalf of its End-Users, via the API or otherwise; (iii) the aforementioned power and authority are current and have not been revoked by the applicable End-User; and (iv) Prime Trust may reasonably rely on Customer's power and authority, as described above. Customer further warrants that any and all such instructions Customer provides to Prime Trust on behalf of End-Users will be promptly sent to Prime Trust and will be accurate and complete; and

(d) Customer shall present where required by Prime Trust and will not remove, obscure, or alter any Prime Trust forms, notices, disclosures, Disclosure Materials, or Prime Trust terms and conditions, including the Prime Trust IRA Agreement, or links to notices of those terms;

(e) Customer shall only charge reasonable fees to the End-User related to the End-User's Crypto IRA and the End-User has agreed to such fees payable to Customer; and

(f) if Customer is a fiduciary, then Customer will not receive any kickbacks for representing the Prime Trust Crypto IRA Service.

3. **Indemnities**. Integrator will indemnify Prime Trust and its affiliates and each of their respective employees, directors, agents, and representatives ("**Indemnified Parties**") from, and defend the Indemnified Parties against, any actual or threatened third-party claim, or legal action or administrative agency action or proceeding ("**Claim**") to the extent arising from or related to: (a) any alleged infringement of any third-party intellectual property rights by Integrator's data or content; or (b) any breach by Integrator of its obligations hereunder; (c) Integrator's failure to provide true and accurate instructions to Prime Trust via the API by, or on behalf of the End User; and (d) gross negligence, willful misconduct or fraudulent acts or omissions of Integrator. Prime Trust will give Integrator prompt written notice of a Claim and provide reasonable assistance with its defense. Integrator will have sole authority to defend or settle a Claim at its expense, provided any such settlement does not impose ongoing obligations on the Indemnified Parties.

# EXHIBIT 4

Prime Trust



For the Account of: Prime Trust FBO GiveBitcoin ACH Reserve
Account Number: [redacted]
Period: 2023-06-01 through 2023-06-30

# Account Balances

| ASSET | BEGINNING BALANCE | ENDING BALANCE |
|---|---|---|
| USD | 73820.00 | 658459.35 |

Prime Trust



For the Account of: Prime Trust FBO GiveBitcoin ACH Reserve
Account Number: [redacted]
Period: 2023-06-01 through 2023-06-30

# USD Transactions

| CREATED TIME (UTC) | TRANSFER TYPE | DETAILS | DEBITS | CREDITS |
|---|---|---|---|---|
| 2023-06-01 20:46:07.995410 | internal | Transferred from [redacted] to [redacted]. For ACH dispute. TRUST-1260 | | 584639.35 |

For the Account of: Prime Trust FBO GiveBitcoin ACH Reserve
Account Number: [redacted]
Period: 2023-06-01 through 2023-06-30

# NOTICE TO ACCOUNT HOLDERS AND BENEFICIARIES

YOU HAVE 180 DAYS FROM YOUR RECEIPT OF THIS STATEMENT TO MAKE AN OBJECTION TO ANY ITEM SET FORTH IN THIS STATEMENT. ANY OBJECTION YOU MAKE MUST BE IN WRITING; IT MUST BE DELIVERED TO PRIME TRUST WITHIN THE PERIOD STATED ABOVE; AND IT MUST STATE YOUR OBJECTION IN FULL DETAIL. YOUR FAILURE TO DELIVER A WRITTEN OBJECTION TO PRIME TRUST WITHIN THE SPECIFIED PERIOD STATED ABOVE WILL PERMANENTLY PREVENT YOU FROM LATER ASSERTING THIS OBJECTION AGAINST PRIME TRUST. IF THE NOTICE OF DISCREPANCIES IS NOT RECEIVED WITHIN THE 180 DAY TIME FRAME, IT WILL SIGNIFY YOUR APPROVAL OF THE STATEMENT AND PRECLUDES YOU FROM MAKING FUTURE OBJECTIONS OR EXCEPTIONS REGARDING THE INFORMATION CONTAINED IN THIS STATEMENT. SUCH APPROVAL BY YOU SHALL BE FULLY ACQUITTAL AND DISCHARGE PRIME TRUST REGARDING THE TRANSACTIONS AND INFORMATION ON SUCH STATEMENT.

## ASSET VALUE REPORTING POLICY

TO VALUE DIGITAL ASSETS IN THE ACCOUNT, PRIME TRUST WILL ELECTRONICALLY OBTAIN USD EQUIVALENT PRICES FROM DIGITAL CURRENCY MARKET DATA PROVIDERS OR OTHER SOURCES AS OF THE LAST DATE OF THE STATEMENT. PRIME TRUST DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF PRICES RECEIVED AND THE PRICES ARE NOT TO BE RELIED UPON FOR ANY INVESTMENT DECISIONS FOR YOUR ACCOUNT.

## ASSIGNED COST BASIS

COST INFORMATION FOR ASSETS HELD IN THE ACCOUNT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY TO TRACK ASSETS WITHIN YOUR PRIME TRUST ACCOUNT. WHEN AN ASSET IS TRANSFERRED OUT, THE COST BASIS USED FOR THE TRANSFER IS DETERMINED ON A FIRST IN FIRST OUT METHODOLOGY. PRIME TRUST MAKES NO REPRESENTATION OF THE ACCURACY OF THIS DATA FOR ANY USE INCLUDING REGULATORY REPORTING PURPOSES.

## INVESTMENT TRANSACTION FEES

THE FEES DIRECTLY ASSOCIATED WITH EACH TRANSACTION WILL NOT APPEAR ON THIS STATEMENT.

## INVESTMENT RESPONSIBILITY

YOU OR YOUR FINANCIAL ADVISOR OR MANAGER HAVE SOLE DISCRETION AND RESPONSIBILITY TO MANAGE THE INVESTMENTS/ASSETS OF THE ACCOUNT. PRIME TRUST IS A DIRECTED CUSTODIAN, WE PROVIDE CUSTODY SERVICE FOR THE ASSETS OF THE ACCOUNT AND WE ACT ON THE DIRECTION OF THE ACCOUNT HOLDER. PRIME TRUST IS NOT RESPONSIBLE FOR THE PERFORMANCE OF THE ASSETS HELD IN THE ACCOUNT AND IT IS YOUR RESPONSIBILITY TO UNDERSTAND THE RISKS ASSOCIATED WITH THESE ASSETS.

Prime Trust



For the Account of: Prime Trust FBO GiveBitcoin ACH Reserve
Account Number: [redacted]
Period: 2023-06-01 through 2023-06-30

## FDIC INSURANCE

UNINVESTED USD FIAT DEPOSITS HELD IN YOUR ACCOUNT ARE ON DEPOSIT WITH ONE OR MORE THIRD-PARTY FDIC-INSURED COMMERCIAL FINANCIAL INSTITUTIONS THAT ARE CATEGORIZED BY THE FDIC AS “WELL CAPITALIZED”. SUCH USD FIAT DEPOSITS ARE INSURED BY THE FDIC THROUGH SUCH COMMERCIAL INSTITUTION(S) TO THE LEGAL LIMIT PER DEPOSITOR. NOTE: OTHER ASSETS IN OUR ACCOUNT ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OBLIGATIONS OF AND ARE NOT GUARANTEED BY PRIME TRUST; AND THEY ARE SUBJECT TO INVESTMENT RISK, INCLUDING THE POSSIBLE LOSS OF YOUR INVESTMENT VALUE.

## MISCELLANEOUS

PRIME TRUST DOES NOT PROVIDE INVESTMENT, LEGAL OR TAX ADVICE. PLEASE CONSULT YOUR FINANCIAL ADVISOR, LEGAL OR TAX ACCOUNTANT WHEN NECESSARY.

## QUESTIONS

IF YOU HAVE ANY QUESTIONS RELATING THE ABOVE, PLEASE FEEL FREE TO CONTACT YOUR SERVICE PROVIDER.

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that on the 5th day of February 2025, a copy of the **Objection of Electric Solidus, LLC d/b/a Swan Bitcoin to the Plan Administrator's Motion for Entry of an Order (I) Approving the Plan Administrator's Determination that the Debtors' Assets are Property of the Bankruptcy Estates, (II) Approving Distributions of Estate Property; (III) Establishing Procedures for Setting a Disputed Claims Reserve; and (IV) Granting Related Relief** was served via CM/ECF and as indicated upon the counsel below.

**BY EMAIL**

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/s/ Jeffrey C. Wisler
Jeffrey C. Wisler (#2795)

#05861447