

**PLEASE READ THIS CAREFULLY - IT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND SAFE. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY ITS TERMS AS IF IT HAS YOUR WET SIGNATURE.**

### **SAFE Custodial Services Agreement**

This SAFE Custodial Services Agreement (the “Agreement”) is made as of the date hereof by and between SAFE Trust Company, a public trust company organized under the laws of the State of Wyoming (“SAFE”) and yourself as an individual or entity (“you” or the “Client”). This Agreement, along with the SAFE Terms of Service (accepted by the Client upon registration with SAFE or by entering into this Agreement) govern the Client’s use of the Custodial Services (the “Services”) provided or made available by SAFE. In the event of a conflict between the provisions of this Agreement and the Terms of Service, the Terms of Service shall control except as set forth herein.

By signing up to use the Services, sfox.com or any associated websites, APIs, or mobile applications (collectively, the “sFOX Site”) or by using the sFOX Site, you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement. If you do not agree to any part of the Agreement, you may not use the sFOX Site or the Services.

**Whereas this is a contract between you and SAFE, and the main obligor with respect to the Services provided to you is SAFE, some of the Services may be provided through one of SAFE’s Affiliates sFOX, Inc (“sFOX”) and such services, platform and contact emails may be labeled as “sFOX” for marketing and commercial purposes. For the avoidance of doubt, SAFE will remain at all times responsible for any obligations under this Agreement regardless of whether it is SAFE or sFOX who is acting as primary service provider.**

#### **1. SERVICES.**

##### **a. Custodian.**

SAFE through the “Services” enables Client to create one or more custody accounts (each a “Custodial Account”), controlled and secured by SAFE in accordance with this Agreement, to store and hold in custody and bailment pursuant to Wyo. Stat. § 34-29-104(d)(ii), certain supported digital currencies and digital tokens (“Digital Assets”) or, if applicable, certain fiat currencies such as US Dollars (“Fiat Currency”) of the Client. SAFE is a public trust company under Wyoming Statute §13 Chapter 5 and is authorized to act as custodian of Client’s Digital Assets on Client’s behalf pursuant to Wyo. Stat. § 34-29-104. SAFE serves as a custodian on Client’s behalf, and the Digital Assets in Client’s Custodial Account are considered assets that remain Client’s property at all times.

SAFE has no right, interest, or title in such Digital Assets, Client Fiat Currency or the or the Client’s Custodial Account. SAFE hereby represents that the Client’s Digital Assets and Fiat Currency are held in custody in the Clients Custodial Account and are not depository liabilities or assets on the balance sheet of SAFE and while in custody, the Client shall remain the owner of such assets and SAFE shall, other than as set forth in this Agreement, the Terms of Service or pursuant to Clients Instructions, have no right to sell, transfer, or otherwise dispose such assets. SAFE shall keep the Digital Assets at all times segregated from the assets of SAFE and shall keep control and possession over the Digital Assets/Clients Custodial Account.

SAFE will hold any Fiat Currency received by SAFE on behalf of Client, at SAFE’s discretion, in one or more omnibus bank accounts (“Omnibus Account”), at depository institutions (a “Bank”) or in money market accounts (“Money Market Account”). Each Omnibus Account shall be in the name of SAFE for the benefit of Clients. Each Omnibus Account constitutes a banking relationship between SAFE and Bank and shall not constitute a custodial relationship between SAFE and Bank and does not create or represent any

relationship between Client and any Bank. Likewise, any Money Market Account shall be in the name of SAFE. Such Money Market Accounts constitute an investment account between SAFE and the asset management firm of such Money Market Account and do not create or represent any relationship between Client and any asset management firm.

SAFE shall, to the extent consistent with federal law and industry best practices, place the Client's Digital Assets in an omnibus account where it commingles such Digital Assets with other Digital Assets of different SAFE clients who also have a custodial relationship with SAFE pursuant to the terms of Wyo. Stat. § 34-29-104(d)(ii). Proper accounting shall be in place to accurately allocate each Digital Asset to each client.

Client acknowledges and agrees that SAFE may hold some or any portion of Fiat Currency in accounts that may or may not receive interest or other earnings. Client hereby agrees that, absent written agreement between Client and SAFE, the amount of any such interest or earnings attributable to such Fiat Currency may be retained by SAFE as additional consideration for its services. In addition, SAFE may receive earnings or compensation for an Omnibus Account or Money Market Account either in the form of services provided at a reduced rate, the payment of any shareholder service fees, or similar compensation. Client agrees that, absent written agreement between Client and SAFE, the amount of any such interest or any such compensation shall be retained by SAFE and no portion of any such compensation shall be paid to or for Client.

Any and all Digital Assets, Fiat Currency and any other asset held in the Custodial Account shall belong to Client and not any other party.

#### **b. Company Interface.**

Services are provided through the SAFE or any associated websites or application programming interfaces ("APIs") (collectively, the "Company Interface").

#### **c. Fees.**

The fees associated with the Services shall be calculated and paid in accordance with Schedule A ("Fee Schedule"). SAFE reserves the right to revise its Fee Schedule at any time with at least 30 days' advance notice to Client of any such revision. Within such 30-day period, Client may terminate the Agreement in accordance with Section 3.a. of this Agreement and discontinue the Services hereunder at no additional charge to Client. Client's continued use of the Services after such revision and notice shall constitute acceptance of the revised fees.

#### **d. No Investment Advice or Brokerage.**

Neither SAFE nor its affiliates provide investment, tax, or legal advice, nor does SAFE broker transactions on Client's behalf. Client acknowledges that SAFE has not provided and will not provide any advice, guidance or recommendations to Client with regard to the suitability or value of any Digital Assets, and that SAFE has no liability regarding any selection of a Digital Asset that is held by Client through Client's Custodial Account and the Services. All deposit and withdrawal transactions are executed based on Client's instructions, and Client is solely responsible for determining whether any investment, investment strategy, or related transaction involving Digital Assets is appropriate for Client based on Client's investment objectives, financial circumstances, and risk tolerance. Client should seek legal and professional tax advice regarding any transaction.

#### **e. Acknowledgement of Risks.**

Client acknowledges that Digital Assets are not covered by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation or any other governmental, quasi-governmental, regulatory or industry-backed insurance or protection program of any kind.

Client acknowledges that using Digital Assets and any related networks and protocols, involves significant risks and it is Client's duty to understand all the risks involved with Digital Assets and any related protocols and networks. SAFE makes no representations or warranties regarding the value of Digital Assets or the security or performance of any related network or protocol.

## **2. CUSTODIAL ACCOUNTS.**

### **a. Creation.**

Client's use of the Services requires Client to create a Custodial Account by providing SAFE with all information requested. SAFE may, in its sole discretion, refuse to permit Client to establish a Custodial Account, or limit Client's number of Custodial Accounts.

### **b. General.**

The Services permit Client to deposit supported Digital Assets from a public blockchain address Client controls to the Client's Custodial Account, and to withdraw supported Digital Assets from Client's Custodial Account to a public blockchain address specified by Client, in each case, pursuant to instructions Client provides through the Company Interface (each such transaction is a "Custody Transaction").

SAFE reserves the right to refuse to process or to cancel any pending Custody Transaction: as required by Applicable Law; to enforce transaction, threshold, and condition limits; or if SAFE reasonably believes that the Custody Transaction may violate or facilitate the violation of any applicable law, regulation or rule of a governmental authority or self-regulatory organization. Client's must check all information prior to executing any Custody Transaction, given that SAFE cannot reverse a Custody Transaction which has been already approved and/or consummated. As used in this Agreement, "Applicable Law" means any applicable statute, rule, regulation, regulatory guideline, order, law, ordinance or code; the common law and laws of equity; any binding court order, judgment or decree; any applicable industry code, rule, guideline, policy or standard enforceable by law, including the rules of a self-regulatory organization, and any official interpretations of any of the foregoing.

### **c. Digital Asset Deposits and Withdrawals.**

Client is responsible for managing and keeping secure any and all information or devices associated with deposit and withdrawal verification procedures, including passphrases or other security or confirmation information. SAFE reserves the right to charge fees to process a Digital Asset transaction on Client's behalf.

### **d. Digital Asset Timing.**

Client may request to withdraw the Digital Assets from its Custodial Account at any time. As commercially reasonable, SAFE will attempt to (excluding weekends and federal holidays) withdraw Digital Assets from Client's Custodial Account immediately upon submission of Client's withdrawal to the applicable Digital Asset network. Client acknowledges and agrees that a Custody Transaction facilitated by SAFE may take up to 24 hours to process dependent on circumstances and an immediate withdrawal is not guaranteed. Such notice shall be initiated from Client's Custodial Account. The time of such request shall be considered the time of transmission of such notice from Client's Custodial Account.

SAFE reserves the right to take additional time beyond the 24 hour period if such time is required to verify security processes for large or suspicious transactions. Any such processes will be executed reasonably and in accordance with SAFE documented protocols, as established from time to time at the sole discretion of SAFE in accordance with Applicable Law.

SAFE makes no representations or warranties with respect to any unavailability and/or accessibility of the Digital Assets that are caused by any temporary platform malfunction or software provided by any third party in connection with this Agreement (i.e. banking system). SAFE will make reasonable efforts to ensure

that Client initiated deposits are processed in a timely manner, but SAFE makes no representations or warranties regarding the amount of time needed to complete processing of deposits which is dependent upon factors outside of SAFE's control.

SAFE reserves the right to charge network fees to process a Digital Asset transaction on Client's behalf. SAFE will calculate the applicable network fee, if any, in its discretion, although SAFE will always notify Client of the network fee at or before the time Client authorizes the withdrawal.

#### **e. Fiat Currency Deposits and Withdrawals.**

SAFE shall only accept, for the benefit of Client, Fiat Currency deposits from Client and not from third-parties. Fiat Currency deposits shall only be accepted from banks or credit unions that have been approved through SAFE's BSA/AML program and are in the name of an individual or an institution named on the Custodial Account. This prohibition may be modified by mutual written agreement of Client and SAFE in order to accommodate Client's receipt of deposits from its customers and subscribers and may be subject to additional terms, conditions, and fees.

Fiat Currency withdrawals are only permitted to credit union and bank accounts that have been approved through SAFE's BSA/AML program and are in the name of an individual or an institution named on the recipient's account.

#### **f. Supported Digital Assets.**

The Services are available only in connection with those Digital Assets that SAFE supports. The Digital Assets that SAFE supports may change from time to time and in SAFE's sole discretion. If available, prior to initiating a deposit of Digital Assets to SAFE, Client must confirm that SAFE offers the Services for that specific Digital Asset. The list of supported Digital Assets is available at: <https://www.sfox.com/cryptocurrency-markets/>.

If available, by initiating a deposit of Digital Assets to a Custodial Account, Client attests that Client has confirmed that the Digital Asset being transferred is supported by SAFE. Under no circumstances should Client attempt to use the Services to deposit or store any Digital Assets that are not supported by SAFE. Depositing or attempting to deposit Digital Assets that are not supported by SAFE will result in such Digital Asset being unretrievable by Client and SAFE. SAFE assumes no obligation or liability whatsoever regarding any unsupported Digital Asset sent or attempted to be sent to it, or regarding any attempt to use the Services for Digital Assets that SAFE does not support.

SAFE may from time to time and in its sole discretion determine types of Digital Assets that will be supported or cease to be supported by the Services. SAFE shall provide Client with 30 days' prior written notice before ceasing to support a Digital Asset, unless SAFE is required to cease such support sooner to comply with Applicable Law (in which event SAFE will provide as much notice as is practicable under the circumstances).

#### **g. Advanced Protocols.**

Unless specifically announced on the SAFE website or through some other official public statement of SAFE, SAFE does not support metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Asset supported by SAFE (collectively, "Advanced Protocols"). Client shall not use its Custodial Account to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. SAFE assumes absolutely no responsibility whatsoever in respect to Advanced Protocols.

#### **h. Operation of Digital Asset Protocols.**

SAFE does not own or control the underlying software protocols that govern the operation of Digital Assets supported on the SAFE platform. By using the Services, Client acknowledges and agrees that (i) SAFE is not responsible for operation of the underlying protocols and that SAFE makes no guarantee of their functionality, security, or availability; and (ii) the underlying protocols are subject to sudden changes in operating rules (a.k.a. “forks”), and (iii) that such forks may materially affect the value, function, and/or even the name of the Digital Assets that Client stores in Client’s Custodial Account. In the event of a fork, Client agrees that SAFE may temporarily suspend SAFE operations with respect to the affected Digital Assets (with or without advance notice to Client) and that SAFE may, in its sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. Client acknowledges and agrees that SAFE assumes absolutely no liability whatsoever in respect of an unsupported branch of a forked protocol or its determination whether or not to support a forked protocol.

Client agrees that all “airdrops” (free distributions of certain Digital Assets) and forks will be handled by SAFE pursuant to its fork policy as set forth in the Terms of Service (the “Fork Policy”). Client acknowledges that SAFE is under no obligation to support any airdrops or forks, or handle them in any manner, except as detailed above and in the Fork Policy. Client further acknowledges that SAFE, at its sole discretion, may update the Fork Policy from time to time and post it on SAFE’s website or otherwise communicate to Client and Client agrees that Client is responsible for reviewing any such updates.

#### **i. Independent Verification.**

If Client is subject to Rule 206(4)-2 under the Investment Advisers Act of 1940, SAFE shall, upon written request, provide Client authorized independent public accountant confirmation of or access to information sufficient to confirm (i) Client’s Digital Assets as of the date of an examination conducted pursuant to Rule 206(4)-2(a)(4), and (ii) Client’s Digital Assets are held either in a separate account under Client’s name or in accounts under Client’s name as agent or trustee for Client’s clients.

#### **i. Support.**

For any technical support, please contact InvestiFi through the following email: [support@investifi.com](mailto:support@investifi.com)

#### **j. Suspension, Termination, and Cancellation.**

SAFE may suspend or restrict Client’s access to the Services and/or deactivate, terminate or cancel Client’s Custodial Account if:

- SAFE is requested or required pursuant to Applicable Laws or other legal process, including the terms of a lawfully issued subpoena or other order issued by a court of competent jurisdiction or another governmental, regulatory or self-regulatory authority
- SAFE reasonably suspects Client of using Client’s Custodial Account in connection with:
  - Unlawful Activity: Activity that would violate, or assist in violation of any law, statute, ordinance, or regulation in the jurisdictions where SAFE conducts business, or that would involve proceeds of any unlawful activity; publish, distribute or disseminate any unlawful material or information.
  - Detrimental Activity: Activity that imposes an unreasonable or disproportionately large load on SAFE’s infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the sFOX Site that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Company Interface, other Custodial Accounts, computer systems or networks connected to the Company Interface, through password mining or any other means; use Custodial Account information of another party to access or use the

Company Interface; or transfer Client's Custodial Account access or rights to Client's Custodial Account to a third party, unless by operation of law or with the express permission of SAFE.

- Abuse of Other Users: Activity that interferes with another SAFE client's access to or use of any of the Services; defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others; incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others; or harvest or otherwise collect information about others, including, without limitation, email addresses, without proper consent.
  - Fraud: Activity that operates to defraud SAFE or any other person; or provide any false, inaccurate, or misleading information to SAFE.
  - Infringement of Intellectual Property: Activity involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law, including but not limited to sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; or use of SAFE intellectual property, name, or logo, including use of SAFE trade or service marks, without express consent from SAFE or in a manner that otherwise harms SAFE or SAFE's brand, or any action that implies an untrue endorsement by or affiliation with SAFE.
- SAFE perceives a risk of legal or regulatory non-compliance associated with Client's Custodial Account activity;
  - SAFE service partners are unable to support Client's use;
  - Client takes any action that SAFE deems as circumventing SAFE's controls, including, but not limited to, opening multiple Custodial Accounts, abusing promotions which SAFE may offer from time to time, or otherwise making a misrepresentation of Client's Custodial Account;
  - Client breaches the terms of this Agreement; or
  - Client fails to pay fees for a period of sixty (60) days.

If SAFE suspends or restricts Client's access to the Services and/or deactivates, terminates or cancels Client's Custodial Account for any reason, SAFE will provide Client with notice of SAFE's actions unless prohibited by Applicable Law. Client acknowledges that SAFE's decision to take certain actions, including limiting access to, suspending, or closing Client's Custodial Account, may be based on confidential criteria that are essential to SAFE's risk management and security protocols. Client agrees that SAFE is under no obligation to disclose the details of its risk management and security procedures to Client.

Client will be permitted to withdraw Digital Assets and Fiat Currency associated with Client's Custodial Account for sixty (60) days after Custodial Account deactivation or cancellation unless such withdrawal is prohibited under Applicable Law (including but not limited to applicable sanctions programs or a facially valid subpoena, court order, or binding order of a government authority). Any of Client's Digital Assets and Fiat Currency remaining in SAFE's custody after such sixty (60) day period shall be handled in accordance with Applicable Law and SAFE's policy at that time.

### **3. USE OF SERVICES.**

#### **a. Company Interface and Content.**

SAFE hereby grants Client a limited, nonexclusive, non-transferable, revocable, royalty-free license, subject to the terms of this Agreement, to access and use the Company Interface and related content,

materials, information (collectively, the “Content”) solely for approved purposes as permitted by SAFE from time to time. Any other use of the Company Interface or Content is expressly prohibited and all other right, title, and interest in the Company Interface or Content is exclusively the property of SAFE and its licensors. Client shall not copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

**b. Accuracy.**

Although SAFE intends to provide accurate and timely information on the Company Interface, the Company Interface (including, without limitation, the Content, but excluding any portions thereof that are specifically referenced in this Agreement) may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide Client with as complete and accurate information as possible, such information may be changed or updated from time to time with reasonable and commercially practicable prior notice, including without limitation information regarding SAFE policies, products and services. Accordingly, Client should verify all information before relying on it, and all decisions based on information contained on the Company Interface are Client’s sole responsibility and SAFE shall have no liability for such decisions. Links to third-party materials (including without limitation websites) may be provided as a convenience but are not controlled by SAFE. SAFE is not responsible for any aspect of the information, content, or services contained in any third-party materials or on any third-party sites accessible from or linked to the Company Interface.

To value Digital Assets held in the Client’s account, the SAFE will electronically obtain USD equivalent prices from digital asset market data providers or other sources. SAFE cannot guarantee the accuracy or timeliness of prices received and the prices are not to be relied upon for any investment decisions for the Client’s account.

**c. Monitoring.**

Client acknowledges and agrees that SAFE may monitor use of the Services and the resulting information may be utilized, reviewed, retained and or disclosed by SAFE for its internal purposes or in accordance with Applicable Law.

**d. Security; Client Responsibilities.**

Client is responsible for maintaining adequate security and control of any and all Client Keys, IDs, passwords, hints, personal identification numbers (PINs), non-custodial wallet keys, API keys, yubikeys, 2-factor authentication devices or backups, or any other codes that Client uses to access the Services. Any loss or compromise of the foregoing information and/or Client’s personal information by Client may result in unauthorized access to Client’s Custodial Account by third-parties and the loss or theft of Digital Assets or Fiat Currency. Client is responsible for keeping Client’s email address and telephone number up to date in Client’s profile in order to receive any notices or alerts that SAFE may send Client. SAFE assumes no responsibility for any loss that Client may sustain due to compromise of login credentials due to no fault of SAFE and/or failure to follow or act on any notices or alerts that SAFE may send to Client. In the event Client believes Client’s Custodial Account information has been compromised, Client will contact SAFE Support immediately at [custody@sfox.com](mailto:custody@sfox.com).

Client will immediately notify SAFE of any unauthorized access, use or disclosure of Client’s Account credentials, or any relevant breach or suspected breach of security (including breach of Client’s systems, networks or Developer Applications). Client will provide SAFE with all relevant information SAFE reasonably requests to assess the security of the assets and Custodial Accounts.

**e. Taxes.**

Client is solely responsible to determine whether, and to what extent, any taxes apply to any deposits or withdrawals Client conducts through the Services, and to withhold, collect, report and remit the correct amount of taxes to the appropriate tax authorities. Client's deposit and withdrawal history is available by accessing Client's Custodial Account through the Company Interface or by contacting SAFE directly.

**f. Third Party Providers.**

Client acknowledges and agrees that the Services may be provided from time to time by, through or with the assistance of affiliates of or vendors to SAFE, including SAFE shall be responsible for any breach of this Agreement caused by such affiliates or any vendor.

**4. Term and Termination.**

**a. Term.**

This Agreement will commence on the Effective Date and will continue until terminated in accordance with the terms of this Agreement.

**b. Termination by Client.**

Client may terminate this Agreement at any time for any reason upon thirty (30) days' prior written notice and/or cancel Client's Custodial Account by withdrawing all balances and contacting SAFE at [custody@sfox.com](mailto:custody@sfox.com). Client will not be charged for canceling Client's Custodial Account, although Client will be required to pay any outstanding amounts owed to SAFE. Client authorizes SAFE to cancel or suspend any pending deposits or withdrawals at the time of cancellation.

**c. Termination by SAFE.**

SAFE may terminate this Agreement at any time for any reason upon thirty (30) days' prior written notice.

**5. SAFE OBLIGATIONS.**

**a. Bookkeeping.**

SAFE will keep timely and accurate records as to the deposit, disbursement, investment, and reinvestment of the Digital Assets and Fiat Currency in accordance with best industry practices and Applicable Law. SAFE will maintain accurate records and bookkeeping of the Services as required by Applicable Law and in accordance with SAFE's internal document retention policies.

**b. Insurance.**

SAFE will obtain and maintain insurance coverage in such types and amounts as are commercially reasonable for the Services provided hereunder.

**c. Standard of Care.**

SAFE will use commercially reasonable efforts in performing its obligations under this Agreement. Subject to the terms of this Agreement, SAFE shall not be responsible for any loss or damage suffered by Client as a result of SAFE performing such duties unless the same results from an act of fraud, willful misconduct, or gross negligence on the part of SAFE. SAFE shall not be responsible for the title, validity, or genuineness of any of the Digital Assets or Fiat Currency (or any evidence of title thereto) received or delivered by it pursuant to this Agreement.

SAFE shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect Client's computer or other equipment, or any phishing, spoofing or other attack impacting your computer and not originating



from or related to sFOX systems unless such damage or interruption directly resulted from SAFE's gross negligence, fraud, or willful misconduct.

**d. Business Continuity Plan.**

SAFE has established a business continuity plan that will support its ability to conduct business in the event of a significant business disruption. This plan is reviewed and updated annually, and can be updated more frequently, if deemed necessary by SAFE in its sole discretion. Should SAFE be impacted by a significant business disruption, SAFE aims to minimize business interruption as quickly and efficiently as possible.

**6. DISPUTE RESOLUTION and WAIVER OF CLASS ACTION.**

THE PARTIES AGREE THAT ALL CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE SERVICES THAT CANNOT BE RESOLVED THROUGH OUR SUPPORT TEAM ("DISPUTES"), WHETHER ARISING PRIOR, ON, OR SUBSEQUENT TO THE EFFECTIVE DATE, SHALL BE ARBITRATED AS FOLLOWS: The Parties irrevocably agree to submit all Disputes between them to binding arbitration, on an individual basis, conducted under the Commercial Dispute Resolution Procedures of the American Arbitration Association (the "AAA"), including the Optional Procedures for Large Complex Commercial Disputes, on an individual basis, and you and SAFE hereby expressly waive trial by jury and right to participate in any action involving collective, consolidated, or representative proceedings, including a class action lawsuit or class-wide arbitration. The place and location of the arbitration shall be in Cheyenne, Wyoming. All arbitration proceedings shall be closed to the public and confidential and all related records shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The arbitration shall be conducted before a single arbitrator selected jointly by the parties. The arbitrator shall be a retired judge with experience in custodial and trust matters under Wyoming law. If the parties are unable to agree upon an arbitrator, then the AAA shall choose the arbitrator. The language to be used in the arbitral proceedings shall be English. The arbitrator shall be bound to the strict interpretation and observation of the terms of this Agreement and shall be specifically empowered to grant injunctions and/or specific performance and to allocate between the parties the costs of arbitration, as well as reasonable attorneys' fees and costs, in such equitable manner as the arbitrator may determine. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. In no event shall a demand for arbitration be made after the date when institution of a legal or equitable proceeding based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Notwithstanding the foregoing, either party shall have the right, without waiving any right or remedy available to such party under this Agreement or otherwise, to seek and obtain from any court of competent jurisdiction any interim or provisional relief that is necessary or desirable to protect the rights or property of such party, pending the selection of the arbitrator hereunder or pending the arbitrator's determination of any dispute, controversy or claim hereunder.

**7. REPRESENTATIONS AND WARRANTIES.**

**a. By Client.**

Client represents and warrants to SAFE that:

- I. Client will use the Services in full compliance with all Applicable Law, including without limitation U.S. securities laws and regulations, efforts to fight the funding of terrorism and money laundering, the USA PATRIOT Act and Bank Secrecy Act and all related regulations and requirements.
- II. Client will not use any Services for any illegal and illicit activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities or any prohibited market practices.

- III. If Client is a legal entity, Client is currently and will remain at all times in good standing with all relevant government agencies, departments, regulatory or supervisory bodies in all relevant jurisdictions in which Client does business, including but not limited to and as applicable, FINRA, the Municipal Securities Rulemaking Board, SIPC, the National Futures Association, the Commodity Futures Trading Commission and the Securities and Exchange Commission, and Client will immediately notify SAFE if Client ceases to be in good standing with any applicable regulatory authority;
- IV. If Client is a legal entity, Client will promptly provide such information as SAFE may reasonably request from time to time regarding (i) Client's policies, procedures, and activities which relate to the Services in any manner, as determined by SAFE in its sole and absolute discretion, and (ii) any transaction which involves the use of the Services, to the extent reasonably necessary to comply with Applicable Law, or the guidance or direction of, or request from any regulatory authority or financial institution, provided that such information may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement;
- V. Client is the rightful owner and possesses lawful right to transact with all Digital Assets involved in the Custody Transactions.
- VI. Client has the full capacity and authority to enter into and be bound by this Agreement and the person executing or otherwise accepting this Agreement for Client has full legal capacity and authorization to do so;
- VII. All information provided by Client to SAFE in the course of negotiating this Agreement and the on-boarding of Client as SAFE's customer and user of the Services is complete, true, and accurate in all material respects, including with respect to the ownership of Client, no material information has been excluded; and no other person or entity has an ownership interest in Client except for those disclosed in connection with such onboarding; and
- VIII. Client is not, and as applicable, is not owned in part or in whole, nor controlled by any person or entity that is, nor is it conducting any activities on behalf of, any person or entity that is (i) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, or any other Governmental Authority with jurisdiction over SAFE or its affiliates with respect to U.S. sanctions laws; (ii) identified on the Denied Persons, Entity, or Unverified Lists of the U.S. Department of Commerce's Bureau of Industry and Security; or (iii) located, organized or resident in a country or territory that is, or whose government is, the subject of U.S. economic sanctions.
- IX. Client acknowledges, (a) the heightened risk of loss derived from the Digital Assets transactions and Fiat Currency, (b) that some risk of loss as a pro rata creditor exists as the result of the Services, (c) that custody may not result in the Digital Assets of the Client being strictly segregated from other client assets; and (d) that SAFE is not liable for losses suffered as a result of executing Client's Instructions, except for liability consistent with fiduciary and trust powers.

**b. By SAFE.**

SAFE represents and warrants to Client that:

- I. SAFE will safekeep the Digital Assets and shall segregate all Digital Assets from the property of SAFE in accordance with Applicable Law;

- II. SAFE will maintain adequate capital and reserves to the extent required by Applicable Law;
- III. SAFE is duly organized, validly existing and in good standing under the laws of the State of Wyoming, has all corporate powers required to carry on its business as now conducted, and is duly qualified to do business in each jurisdiction where such qualification is necessary; and
- IV. SAFE has the full capacity and authority to provide the Services and to enter into and be bound by this Agreement and the person executing or otherwise accepting this Agreement for SAFE has full legal capacity and authorization to do so.

**c. Notification.**

Without limitation of either party's rights or remedies, each party shall immediately notify the other party if, at any time after the Effective Date, any of the representations, warranties, or covenants made by it under this Agreement fail to be true and correct as if made at and as of such time. Such notice shall describe in reasonable detail the representation, warranty, or covenant affected, the circumstances giving rise to such failure and the steps the notifying party has taken or proposes to take to rectify such failure.

**d. DISCLAIMER OF WARRANTY.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTODIAL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAFE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. SAFE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE, ANY PART OF THE CUSTODIAL SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, OR TIMELY; BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES; OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

## **7. CONFIDENTIALITY; PRIVACY POLICY**

**a. Confidentiality.**

As used in this Agreement, "Confidential Information" means any non-public, confidential or proprietary information of a party ("Discloser") including, without limitation information relating to Discloser's business operations or business relationships, financial information, pricing information, business plans, customer lists, data, records, reports, trade secrets, software, formulas, inventions, techniques, and strategies. The terms of this Agreement are the Confidential Information of each party. A party receiving Confidential Information of Discloser ("Recipient") will not disclose it to any third party without the prior written consent of the Discloser, except as provided below or to such party's officers, directors, agents, employees, consultants, contractors and professional advisors who need to know the Confidential Information and who are informed of, and who agree to be or are otherwise bound by obligations of confidentiality no less restrictive than, the obligations set forth herein. Recipient will protect such Confidential Information from unauthorized access, use and disclosure. Recipient shall not use Discloser's Confidential Information for any purpose other than to perform its obligations or exercise its rights under this Agreement. The obligations herein shall not apply to any (i) information that is or becomes generally publicly available through no fault of the recipient, (ii) information that the recipient obtains from a third party (other than in connection with this Agreement) that, to recipient's best knowledge, is not bound by a

confidentiality agreement prohibiting such disclosure; (iii) information that is independently developed or acquired by the recipient without the use of or reference to Confidential Information of Discloser.

Notwithstanding the foregoing, Recipient may disclose Confidential Information of Discloser to the extent required under Applicable Law; provided, however, Recipient shall first notify Discloser (to the extent legally permissible) and shall afford Discloser a reasonable opportunity to seek a protective order or other confidential treatment. For the purposes of this Agreement, no affiliate of SAFE shall be considered a third party; provided that SAFE causes such entity to undertake the obligations in this Section 7.

**b. Privacy.**

Client acknowledges it has received and read the SAFE Privacy Policy.

**8. INDEMNIFICATION.**

Client will indemnify and hold harmless SAFE, its affiliates and service providers, and each of its or their respective officers, directors, agents, employees, and representatives (collectively the “SAFE Indemnitees”) from and against any liabilities, damages, losses, costs and expenses, including but not limited to attorneys’ fees and costs and any fines, fees or penalties imposed by any regulatory authority (collectively, “Losses”), arising out of or incurred in connection with, and defend each of them from and against any third-party claim, demand, action or proceeding (a “Claim”) arising out of or related to (i) Client’s use of the Services; (ii) Client’s breach of this Agreement, (iii) any breach or inaccuracy of any of Client’s representations, warranties or covenants in this Agreement; (iv) Client’s failure to provide true and accurate information in connection with the onboarding process or any failure to promptly update such information, (v) Client’s violation of any Applicable Law, or the rights of any third party, or (vi) any Dispute between Client and a third party; except where such Claim directly results from the gross negligence, fraud or willful misconduct of SAFE.

Client acknowledges and agrees that any Losses imposed on SAFE (whether in the form of fines, penalties, or otherwise) as a result of a violation by Client of any Applicable Law, may at SAFE’s discretion, be passed on to Client and Client acknowledges and represents that Client will be responsible for payment to SAFE of all such Losses.

**9. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE EXCEPTIONS PROVIDED BELOW, IN NO EVENT SHALL SAFE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE COMPANY INTERFACE OR THE SAFE CUSTODIAL SERVICES, OR THIS AGREEMENT, EVEN IF SAFE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE EXCEPTIONS PROVIDED BELOW, IN NO EVENT SHALL SAFE, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (I) FOR ANY AMOUNT GREATER THAN THE FEES PAID OR PAYABLE TO SAFE UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO SUCH LIABILITY.

THE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL NOT APPLY TO SAFE’S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE. SAFE’S LIABILITY FOR GROSS

NEGLIGENCE SHALL BE LIMITED TO THE VALUE OF THE AFFECTED DIGITAL ASSETS OR FIAT CURRENCY AT THE TIME OF SUCH LOSS.

#### **10. NOTICES.**

All notices under this Agreement shall be given in writing and shall be deemed given when personally delivered, when sent by email, or three (3) business days after being sent by prepaid certified mail or internationally recognized overnight courier to the addresses set forth in the signature blocks below (or such other address as may be specified by a party following written notice given in accordance with this Section).

#### **11. ENTIRE AGREEMENT.**

This Agreement, any appendices or attachments to this Agreement, all disclosures, notices or policies available on the SAFE website that are specifically referenced in this Agreement, and the Terms of Use comprise the entire understanding and agreement between Client and SAFE as to the Services, and supersedes any and all prior discussions, agreements, and understandings of any kind (including without limitation any prior versions of this Agreement) and every nature between and among Client and SAFE. Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.

#### **12. NO WAIVER.**

The waiver by a party of any breach or default will not constitute a waiver of any different or subsequent breach or default.

#### **13. AMENDMENTS.**

Any modification or addition to this Agreement must be in a writing signed by a duly authorized representative of each of the parties.

#### **14. ASSIGNMENT.**

Neither party may assign this Agreement without the prior written consent of the other. Client hereby acknowledges and consents that SAFE may delegate its responsibilities hereunder to one or more sub-custodians, including, but not limited to, SAFE affiliates.

#### **15. SEVERABILITY.**

If any provision of this Agreement is determined to be invalid or unenforceable, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Law and the validity or enforceability of any other provision of this Agreement shall not be affected.

#### **16. SURVIVAL.**

All provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, sections pertaining to suspension or termination, Custodial Account cancellation, debts owed to SAFE, general use of the Company Interface, disputes with SAFE, indemnification, and general provisions, shall survive the termination or expiration of this Agreement.

#### **17. GOVERNING LAW.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Wyoming, without regard to principles of conflict of laws.

#### **18. FORCE MAJEURE.**

If, as a result of unforeseeable circumstances, acts (including a delay or failure to act) of any governmental authority (de jure or de facto), war (declared or undeclared), riot, revolution, fires, floods, strikes, economic disruption, terrorist acts, massive communication failure, labor disputes, sabotage, epidemics or other similar causes beyond the reasonable control of SAFE (a “Force Majeure”), SAFE is unable to perform or is materially delayed in the performance of any of its obligations hereunder, (i) such failure or delay shall not be deemed a breach of this Agreement, (ii) SAFE shall not be liable to the Client or to any third party for the consequences thereof and (iii) the Client shall remain obligated to pay the fees as hereinabove provided without reduction; provided, however, that SAFE shall reasonably provide prompt notice to the Client of such inability or delay and the reasons therefore.

### **FEE SCHEDULE**

SAFE and Client agree that fees associated with the SAFE Custodial Services Agreement (the “Agreement”) shall be as set forth below. All capitalized terms not defined herein shall have the meaning ascribed to each term in the Agreement.

Assets Under Custody (\$m)	Flat Rate per Tier (\$/month)	Overage Fees (Bps/month)
\$0 - \$250,000	\$0	0
\$250,000 - \$5,000,000	\$500	10
\$5,000,000 - \$10,000,000	\$2,000	3.5
\$10,000,000 - \$50,000,000	\$7,500	3
\$50,000,000 - \$100,000,000	\$12,500	2.5
\$100,000,000 - \$250,000,000	\$15,000	1.5
\$250,000,000 - \$500,000,000	\$25,000	1
Over \$500,000,000	\$30,000	0.5

Fees to be assessed at the end of each calendar month based on the USD equivalent volume of average holdings.

### **Payment Terms**

Client understands and hereby agrees, that outstanding fees shall be due immediately at the end of each calendar month. All payments shall be applied automatically by SAFE and Client authorizes SAFE to buy, sell, or otherwise transact in its account such that payment may be made to SAFE in U.S. Dollars. If any payment is disputed in good faith, Client shall pay all undisputed amounts and the disputed amounts shall be due and payable within 30 days after such dispute has been resolved by agreement of SAFE and Client or in accordance with the dispute resolution procedures of the Agreement.

All late payments shall accrue interest from the original payment due date through the date such payments are paid at the lower interest rate of (i) 1.0% per month, or (ii) the highest interest rate permitted under Applicable Law.