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**Zero Hash LLC
Services
Agreement**

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This **Zero Hash LLC Services Agreement** (the “**Agreement**”), is entered into by and between Zero Hash LLC (“**Zero Hash**”) and the Participant hereby signing this agreement electronically (“**Participant**”) and is effective as of the date and time at which Participant indicates its acceptance electronically, or, if applicable, via written signature (the “**Effective Date**”). For purposes of this Agreement, Zero Hash and Participant are individually referred to as a “Party” and collectively referred to as the “Parties.”

1. Definitions

Address means the alphanumeric character string that is used to designate the destination address to which any Digital Asset is to be transferred. An “Address” may be either an “**On-chain Address**” which is an Address recorded on the applicable Blockchain for that particular Digital Asset, or an “**Off-chain Address**” which is an Address that is not recorded on the Blockchain for that particular Digital Asset.

Account means a segmented ledger used to track Fiat Currency, Digital Assets or any other form of Collateral held in the name of a Participant for a particular purpose. The segmented ledger is the definitive source of Participant's ownership of Fiat Currency, Digital Assets or any other form of Collateral held on the Platform.

Available Account means any and all Digital Asset, Fiat Currency, or any other asset that: (a) is not being held as Collateral; and (b) can be used for new trades or withdrawn, subject to fees. The segmented ledger is the definitive source of Participant's Available Account.

Auction Event means a process in which participants, selected in Zero Hash's sole discretion, may bid on a defaulting Participant's positions.

Blockchain means the ledger of record that is created and maintained using distributed ledger technology to record transfers of a particular Digital Asset. If there are multiple ledgers, or there is otherwise any disagreement about which ledger is the ledger of record for a particular Digital Asset, the ledger recognized by Zero Hash as the ledger of record will be the “Blockchain” for that Digital Asset for all purposes under this Agreement.

Calculation Agent means an entity which acts in good faith and in a commercially reasonable manner to make determinations relating to any adjustments, Transaction Obligation, disruptions, valuations, settlements and compressions that occur throughout the duration of the Transaction.

Calculation Methodologies means the methods, algorithms, processes, procedures and intermittent data used by Zero Hash in provision of its services as Calculation Agent.

Cold Wallet means a Wallet that is not connected to the Internet or other network or is operating on a device that is not connected to the Internet or other network.

Collateral means any and all Digital Assets, Fiat Currency or other acceptable collateral as may be published by Zero Hash from time to time that: (a) is being held as Margin; and (b) cannot be used for new trades or withdrawn.

Collateral Account means an Account into which Collateral for a Participant is held. The segmented ledger is the definitive source of Participant's Collateral Account.

Compression means an exercise in which multiple Transaction counterparties wholly terminate or change the notional value of some or all of the Transaction submitted by the counterparties for inclusion in the portfolio compression exercise and, depending on the methodology employed, replace the terminated Transaction with other Transaction whose combined notional value (or some other measure of risk) is less than the combined notional value (or some other measure of risk) of the terminated Transactions in the compression exercise.

Compression Run means a particular cycle or act of Compression.

Custodian Account is an Account set up for the benefit of Participant and administered by Zero Hash. For the avoidance of doubt, Zero Hash owes no fiduciary duty to Participant by virtue of opening a Custodian Account for Participant.

Debit and Credit Authorization means the ability for Zero Hash to unilaterally withdraw or deposit into Participant System Wallet or Account in the Participant's name.

Default Event means any of the events described in the Default Procedures section of this Agreement.

Deposit Location means: (a) a unique Digital Asset Address; or (b) a Fiat Account for depositing and processing funds and a unique reference ID for tracking.

Depository Institution has the meaning set forth in section 3(c) of the Federal Deposit Insurance Act (12 U.S.C. 1813(c)).

Digital Asset means any cryptocurrency, cryptographic token or other digital right or asset, and, as applicable based on context, a quantity (whether multiple, fraction or fragment) of the units by which any such cryptocurrency, cryptographic token or other digital right or asset are denominated.

External Address means an Address that is not associated with any System Wallet.

Fiat or **Fiat Currency** means currency which a government has declared to be legal tender which is not backed by a physical commodity.

Final Settlement means the settlement obligation owed to/by a Participant due to the maturity, exercise, unwind or termination of a Transaction. It is a Fiat Currency or Digital Asset amount that must be paid to/from a Participant to fully close out all obligations due to the particular Transaction.

Force Majeure means any Act of God, act of governmental authority, change in law or regulation, war, criminal act, fire, explosion, earthquake, flood, weather condition, power failure, transportation or other accident beyond the reasonable control of the party.

Haircut means a reduction in the market value of Collateral to account for changes in market value of the Collateral if the Collateral needs to be liquidated to meet a margin or settlement obligation.

Hot Wallet means a Wallet that is connected to the Internet or other network or is operating on a device that is connected to the Internet or other network.

Initial Margin means the collateral that is collected or posted in connection with one or more un-cleared Transactions. It includes money, securities, and property posted by a party to a Transactions as a performance bond to cover potential future exposures arising from changes in the market value of the position.

Key means any of the Public Keys or Private Keys for any Digital Asset, or any substitute code required to transfer any Digital Asset pursuant to the protocols used generally to operate the particular Digital Token.

Margin means Initial Margin and/or Variation Margin.

Participant Account means any account maintained on the Zero Hash System that holds any Fiat Currency or Digital Asset.

Participant System Wallets means a unique System Wallet of a Digital Asset whereby Digital Assets of a Participant are legally separate and operationally or technically separate to other Participants. A System Wallet is assigned to a Participant's name but Zero Hash has Debit and Credit Authorization.

Person means any individual, corporation, partnership, trust or estate, joint-stock company, association, syndicate, group, pool, joint venture or other unincorporated organization or group, guardian, committee, trustee, executor, administrator, trustee in bankruptcy, receiver, assignee for the benefit of creditors, conservator, or any person acting in a fiduciary capacity.

Platform Operator Platform is an exchange, matching mechanism or matching platform, a request-for-quote system, a brokerage network, or a combination of the foregoing, through which Participants may enter into Transactions to buy or sell Digital Assets or other Supported Assets to and from each other and or to or from the operator of the platform.

Public Key means the alphanumeric character string used to transfer any Digital Token that is publicly available or required to be disclosed in order to transfer the Digital Token.

Private Key means the alphanumeric character string that is required to transfer any Digital Token but is not required to be disclosed in order to transfer the Digital Token.

Proper Instructions means instructions provided by Participant to Zero Hash in accordance with the requirements of this Agreement.

Seed Trading Venues means collectively the markets operated by Seed Digital Commodities Market LLC, Seed Digital Securities Market LLC, Seed SEF LLC or any other Seed affiliate on which Participants can enter into Transactions.

Storage System means the software, services, hardware, network systems and infrastructure, and other items owned or controlled by Zero Hash used to establish Participant Wallets, allocate and hold Participant Digital Assets in Participant Wallets, and provide the other services contemplated by this Agreement.

System Wallet means any Wallet (including any Cold Wallet or Hot Wallet) used by Storage System to store the Keys for Participant Digital Assets.

Transaction means any transaction that occurs on a Transaction Platform that is submitted to Zero Hash for settlement.

Transaction Data means information related to Transactions executed on or through a Transaction Platform by Participant, counterparties or other participants of a Transaction Platform.

Transaction Obligations means the sum of all Initial Margin, Variation Margin, Final Settlement, options premiums and interest obligations for all Transactions executed on a Transaction Platform.

Transaction Platform means the Seed Trading Venues and other markets, including a Platform Operator Platform, on which Participants can enter into Transactions and effect such Transactions by utilizing the Zero Hash Services described in this Agreement.

Variation Margin means a payment made by or collateral posted by a party to a Transaction to cover the current exposure arising from changes in the market value of the position since the Transaction was executed or the previous time the position was marked to market.

Wallet means any software, application, service, device or tangible object that is used to record and store Private Keys for Digital Assets that are associated with the Wallet.

Wallet Provider means any entity, person, or organization that Zero Hash contracts with and that provides Zero Hash with Wallet services for Digital Assets supported by Zero Hash.

Withdrawal Account means a designated external account, Wallet or Address to which Participant can withdraw Fiat or Digital Assets held with Zero Hash. The Withdrawal Account is one that the Participant owns, or uses, that is maintained outside of the Zero Hash system, and is not owned, controlled, or operated by Zero Hash or any affiliate.

Zero Hash Services means the services described in the Zero Hash Services section of this Agreement.

Zero Hash System means the interface through which Participants can fund their Available Account, track movements of Digital Assets and Fiat into and out of their Available and Collateral Accounts, and request withdrawals.

Zero Hash System Protocol means the documentation, procedures, requirements, conditions, practices and guidelines for the use of Zero Hash Services, prepared by or on behalf of Zero Hash describing any processes, procedures, know-how or algorithms developed, devised, practiced or used by Zero Hash in its capacity in relation to this Agreement.

Zero Hash User ID means the unique identifier used to represent a Participant in Zero Hash's system.

2. Zero Hash Services

Zero Hash provides the Zero Hash Services to Participant to support such Participant's trading on a Transaction Platform. Zero Hash Services may include acting as Calculation Agent, Money Transmitter, and Custodian for both Fiat Currency and Digital Assets. Such Zero Hash Services shall be provided to Participant via the Zero Hash System, through which Participant may provide instructions or initiate other acts in relation to the Zero Hash Services. The Zero Hash Services shall be provided upon the terms and conditions outlined in this Agreement below.

3. Calculation Agent Services

In order to support Participant's trading on a Transaction Platform, Zero Hash functions as a Calculation Agent in accordance with the following procedures:

3.1. Calculation Methodologies

Zero Hash may, at its own discretion, publish its Calculation Methodologies on the Zero Hash System. Zero Hash may update its Calculation Methodologies from time to time by publishing such updates on the Zero Hash System. The continued use of Zero Hash Services by Participant will be deemed Participant's approval of such changes.

3.2. Calculation Agent

Where applicable, Zero Hash serves as the Calculation Agent for Transaction Platforms for the calculation and valuation of:

- Compression Runs; and
- Transaction Obligations due to existing Transactions.

3.2.1. Compression

To process a Compression Run, Zero Hash uses Transaction Data provided by the relevant Transaction Platform. If the results of the Compression Run are approved by Zero Hash, it will submit the results of such Compression Run to the relevant Transaction Platform on behalf of its customers. The results of the Compression service do not necessarily constitute termination, novation or replacement of Transactions, may purely be the results of an algorithm devised by Zero Hash, and are not a recommendation by Zero Hash that such Transaction Platform should terminate or replace any particular open Transaction. Implementation of the Compression Run may require regulatory reporting and other processes that are fully managed by the Transaction Platform. Each Transaction Platform will report the results of each Compression Run as may be required by its agreements, rules and procedures.

3.2.2. Calculation of Initial Margin

Zero Hash may publish Initial Margin requirements for Transaction Platform Contracts on the Zero Hash System after the close of each trading day. The Initial Margin requirements calculated and published by Zero Hash on a particular day are used by each Transaction Platform according to its respective rules and procedures. Zero Hash may, in its sole discretion, accept Fiat Currencies or any other asset as Zero Hash determines, for Initial Margin requirements. If such rules are applicable, to effect such conversion, Zero Hash will apply a Haircut, if any, for each currency. In the event no margin Haircut value is prescribed for the form of margin, the Haircut rate will be determined by Zero Hash. Fiat Currency conversions use data provided and published daily by the European Central Bank, or any other provider selected by Zero Hash in its sole discretion. Zero Hash, in its sole discretion, may select a provider for any asset conversation rates for purposes of Initial Margin or otherwise. All Haircuts and exchange rates are published by Zero Hash along with the Initial Margin requirements on the Zero Hash System.

3.2.3. Calculation of Variation Margin

Zero Hash will calculate and publish Variation Margin requirements for Transaction Platform Contracts on the Zero Hash System after the close of each trading day, or as will be stated in the relevant Transaction Platform rules or agreement. The Variation Margin requirements calculated and published by Zero Hash on a particular day are used by each Transaction Platform according to its respective rules and procedures.

3.2.4. Calculation of Transaction Obligations

To calculate the Transaction Obligations each Participant has due to open Transactions, if any, Zero Hash may use any of the following information: (1) the Compression Run results as calculated by Zero Hash; (2) the Initial Margin requirements as calculated by Zero Hash; (3) index values published by Zero Hash; (4) published settlement price data from each Transaction Platform; and (5) transaction information provided by each Transaction Platform. Zero Hash will report the Transaction Obligations to Participant and to the relevant custodian for capital movements, and, depending on the particular Transaction, Initial Margin may be

transferred directly to (from) Participant's Available Account from (to) Participant's Collateral Account, increasing (decreasing) Available Account for Participant. Variation Margin and Final Settlement may be transferred directly to (from) Participant's Available Account from (to) Counterparty's Available Account, increasing (decreasing) the Available Account for Participant. Zero Hash will display the Transaction Obligations owed by or to Participant daily via the Zero Hash System. Zero Hash may instruct the Depository Institution, as identified below in **Description of Fiat Currency Custodian Services**, to convert any Initial Margin currency into additional currencies different from the Settlement Currency for a particular Contract.

4. Money Transmission Services

Zero Hash acts as a money transmitter, and as such, accepts deposits, moves funds, and specifies default scenario procedures in relation to trading activity on a Transaction Platform.

4.1. Deposits and Withdrawals

4.1.1. Fiat Currency

4.1.1.1. Deposits

Participant may deposit any Fiat Currency supported by Zero Hash by submitting such Fiat Currency through wire transfer or any other transmission method supported by Zero Hash from Participant's bank account to Zero Hash's fiat deposit account via instructions provided to Participant by Zero Hash (collectively, "**Deposited Fiat Currency**"). Zero Hash will, concurrently with the deposit of any Deposited Fiat Currency and pursuant to a Proper Instruction, designate the Participant that owns the Deposited Fiat Currency and the amount to be credited to each Participant Account for the applicable Participant.

4.1.1.2. Withdrawals

Participant may withdraw any Participant Fiat Currency by issuing a Proper Instruction to Zero Hash to transfer the Participant Fiat Currency from the Participant Account to an external bank account (collectively, "**Withdrawn Fiat Currency**"). Zero Hash will, concurrently with withdrawal of any Withdrawn Fiat Currency and pursuant to a Proper Instruction, designate the Participant whose Participant Fiat Currency has been withdrawn and the amount to be debited from each Participant Account for the applicable Participant. Withdrawals will be processed according to operational timelines as established by Zero Hash in its sole discretion from time to time. Participant is responsible for providing Zero Hash with the correct Withdrawal Account for the withdrawal of Fiat Currency from Zero Hash to the Participant. Zero Hash is not responsible for any loss or losses related to the delivery of Fiat Currency to an incorrect Withdrawal Account provided by the Participant.

4.1.1.3. Reversals; Cancellations

Fiat Currency associated with pending deposits or withdrawals will not be included in Participant Account balance or be available for different transactions. Participant cannot cancel, reverse, or change any wire deposits or withdrawals marked as complete or pending. Zero Hash, in its sole and reasonable discretion, reserves the right to refuse to allow Participant to execute a transaction that Zero Hash suspects involves (or has a high risk of involving) money laundering, terrorist financing, fraud, or any other type of financial crime.

4.1.1.4. Accrued Interest

Participant will not be entitled to any accrued interest earned on Fiat Currency held by Zero Hash as Custodian. In the event that Zero Hash is charged a negative interest rate by the bank holding the omnibus account in which Participant fiat currency is stored, Zero Hash shall pass such charges onto Participant. Zero Hash is not required to provide Participant with advanced notice of such charges and will impose such charges on amounts held by Zero Hash as Custodian during the preceding month. Zero Hash will post such interest rates on its publicly available website.

4.1.2. Digital Assets

4.1.2.1. Deposits

Participant may deposit any supported Digital Asset with Zero Hash by transferring the Digital Asset from an External Address to an Address associated with a System Wallet (each, a “**Deposited Digital Asset**”). Zero Hash will, concurrently with deposit of any Deposited Digital Asset and pursuant to a Proper Instruction, designate the Participant that owns the Deposited Digital Asset and the amount to be credited to each Participant Account for the applicable Participant. In the event that Zero Hash has partnered with a separate custodian that maintains its own Wallets at External Addresses, Zero Hash will recognize deposits into such External Address and reflect the balance in Participant's Account. Zero Hash, in its sole discretion, may determine how many confirmations are needed for an on-blockchain deposit to be finalized into the Account. In the event an on-chain Digital Asset deposit fails to confirm, Participant will be required to deposit such Digital Asset again and may not trade on the initial deposit attempt until deposited Digital Assets have been confirmed.

4.1.2.2. Withdrawals

Participant may withdraw any Participant Digital Asset by issuing a Proper Instruction to Zero Hash to transfer the Participant Digital Asset from an Address associated with a System Wallet to an External Address (each, a “**Withdrawn Digital Asset**”). Zero Hash will, concurrently with withdrawal of any Withdrawn Digital Asset and pursuant to a Proper Instruction, designate the Participant whose Participant Digital Asset has been withdrawn and the amount to be debited from each Participant Account for the applicable Participant.

4.1.2.3. Reversals; Cancellations

Digital Assets associated with pending transactions will not be included in Participant Account balance or be available for different transactions. Participant cannot cancel, reverse, or change any transaction marked as complete or pending. Zero Hash reserves the right to refuse to allow Participant to execute a transaction that Zero Hash suspects involves (or has a high risk of involvement in) money laundering, terrorist financing, fraud, or any other type of financial crime.

4.1.2.4. Recognition of Digital Assets in the Zero Hash System

In the event that Zero Hash is acting as money transmitter for Participant, but is not acting as custodian for Participant's Digital Assets, Zero Hash may recognize Digital Assets held in Wallets other than the System Wallet into the Zero Hash ledger. For purposes of money transmission and other Zero Hash Services, such recognized Digital Assets may be treated as equivalent to Digital Assets stored in the System Wallet.

4.2. Checking Available & Collateral Accounts

Participant may view the balances of its Available and Collateral Accounts via the Zero Hash System and other methods made available from time to time.

4.3. Fiat Currency Foreign Exchange Conversion

Certain Transaction Platforms may permit Participants to enter Transactions requiring Participants to make payment in a particular Fiat Currency when the Participant's Available Balance does not reflect a sufficient balance of a particular government's Fiat Currency required for Final Settlement, but where the Participant's Account maintains funds in another government's Fiat Currency that, if converted at prevailing exchange rates to the required Fiat Currency, would be sufficient to meet the Participant's Transaction Obligations. When a Participant enters such a Transaction, the Participant is responsible for making payment in the Fiat Currency required for Final Settlement. Participants may deposit the required foreign Fiat Currency to their Zero Hash account or use Zero Hash's Fiat Currency Foreign Exchange Conversion Services, as outlined below, prior to Final Settlement. If the Participant fails to deposit the appropriate kind and amount of Fiat Currency by the Final Settlement date, Zero Hash will convert any Fiat Currency held in the Participant's Account to the Fiat Currency required for Final Settlement. If Zero Hash is forced to convert the Fiat Currency for the Participant in accordance with the preceding sentence, the Participant will be responsible for all pass-through and Zero

Hash fees related to the conversion, in addition to a penalty fee as may be published on the Zero Hash System from time to time. Fiat Currency conversion settlement is subject to Zero Hash's partner financial institution(s) service offerings and capabilities. If the Participant is unable to make payment in relation to any of its Transaction Obligations, less all fees outlined in this section, Participant will be deemed to have triggered a Default Event.

Zero Hash will use its partner financial institution(s) to effect any conversions in Fiat Currency, and will pass through all fees to the Participant, plus any additional Zero Hash fee for such service. Supported Fiat Currency conversion pairs and fees will be listed by Zero Hash from time to time. Participants may request conversion rates, good for a limited time, from Zero Hash prior to any foreign exchange conversion described in this section.

4.4. Moving Funds

Zero Hash will move funds between Participants based on Transaction Data received from Transaction Platforms in relation to the Participants' trading activity on Transaction Platforms.

4.5. Default Procedures

In the occurrence of a Default Event, as that term is defined below, Zero Hash, in its sole discretion, shall take the actions described in this section and in accordance with the document governing the Transaction, if applicable, which some Participants of Zero Hash may be required to enter into in order to participate on a Transaction Platform.

4.5.1. Default Event Definition

The occurrence of any of the following events in respect to a Participant (the "Defaulting Participant") shall constitute a Default Event under this Agreement.

1. Participant fails to make, when due, any payment or delivery under this Agreement or the TCA, if applicable;
2. Participant violates, or fails to comply with, any covenant made under this Agreement or the TCA, if applicable, in any material respect, unless such Participant cures such violation or failure within five calendar days after receiving notice thereof;
3. Participant is legally dissolved (other than pursuant to a consolidation, amalgamation or merger);
4. Participant becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
5. Participant makes a general assignment, arrangement or composition with or for the benefit of its creditors;
6. Participant institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over such Participant, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or a proceeding is instituted against Participant seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for the Participant winding-up or liquidation and either (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
7. Participant passes a resolution for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
8. Participant seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

9. A secured party takes possession of all or substantially all of Participant's assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of the Participant's assets, and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days of such action;
10. Participant consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, reincorporates or reconstitutes into or as, another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganization, reincorporation or reconstitution the resulting, surviving or transferee entity fails to assume all the obligations of such Participant under this Agreement or the TCA, if applicable; or
11. Any other event, which in Zero Hash's reasonable discretion, shall be considered a Default Event.

4.5.2. Default Event Procedure

In the case that Participant becomes subject to a Default Event, Zero Hash shall take the below actions, as necessary, upon receiving notification from the Participant of a Default Event or upon Zero Hash becoming aware of Participant's Default Event in any other capacity:

1. Zero Hash shall review the outstanding balance owed by Participant as a result of Transaction Obligations associated with any trading activity on the Transaction Platforms.
2. Zero Hash shall prevent withdrawals from a Participant's Available Account if Participant has any outstanding Transaction Obligations or outstanding accrued fees.
3. Zero Hash shall inform relevant Transaction Platform(s).
4. Zero Hash shall liquidate some or all of Participant's assets to cover outstanding Transaction Obligations. Zero Hash may liquidate such assets by submitting orders on Transaction Platforms, on other trading platforms, via third party execution brokers, via an Auction Event, or any other method as Zero Hash may determine in its sole discretion.
5. Zero Hash makes no guarantee that it will execute the liquidating orders and/or trades at prices that are the then-prevailing best market price for any particular Contract.
6. Zero Hash may, in its sole discretion and upon reasonable notice to Participant, determine to adopt a liquidation fee that will be assessed against a Defaulting Participant. The liquidation fee shall be applied against the notional value of the liquidated amount and any related cost. Related costs may include, but shall not be limited to, costs associated with the liquidation, hedging costs, and other costs incurred by Zero Hash related to managing the Defaulting Participant's default.
7. Zero Hash may, in its sole discretion, utilize funds set aside by a Transaction Platform or other affiliated entity or partner entity, to apply such funds against any Defaulting Participant's counterparties' losses that remain uncured.
8. In the event that the actions taken by Zero Hash in Items 1-7 above are insufficient to cure the default, Zero Hash may take all other legal actions and remedies to cure the default.
9. Participant acknowledges that a Transaction Platform may maintain its own default event procedures, and in the event of any conflict, such Transaction Platform's default event procedures may supersede the procedures described herein.

5. Custodian Services

5.1. Establish Participant Accounts

In the event that Zero Hash is acting as custodian for Participant's Digital Assets, Zero Hash may create and maintain on the Zero Hash system separate Participant Accounts in the name of each Participant. Zero Hash will credit and debit to and from the Participant Accounts amounts that correspond to the calculation of the Participant's Digital Asset or Fiat Currency balance for each Participant as provided in this Agreement. Zero Hash will update Participant's Digital Asset or Fiat Currency balance as such Participant utilizes its Digital Assets or Fiat Currency held in its Participant Account to effect trading on any related Transaction

Platform. Zero Hash will create Participant and Collateral Accounts in which Participant's Fiat Currency and Digital Assets will be stored. Such accounts are described below:

5.2. Establish Collateral Accounts

Zero Hash will create and maintain on the Zero Hash system one or more Collateral Accounts. Zero Hash will transfer Participant Fiat Currency, Digital Assets, or any other asset permitted by Zero Hash to and from Collateral Accounts in accordance with Proper Instructions received by Zero Hash from Participant.

5.3. Provide Custodial Services

Zero Hash will store and hold Participant Fiat Currency and Digital Assets at Addresses and Accounts and use System Wallets to store the Keys for Participant Digital Assets in accordance with this Agreement. In the event that Zero Hash is not acting as custodian for Participant's Fiat Currency or Digital Assets, Zero Hash may partner with a separate custodian, and Participant's balances of Fiat Currency or Digital Assets at such custodian may be recognized by Zero Hash in Participant's Account.

5.4. Account(s) Management

5.4.1. Funding Participant's Available Account

Each Participant is provided a Deposit Location used in order to fund its Available Account. Participant can fund the Deposit Location via direct transfer, wire, or other means made available from time to time. Once funds have been deposited into the designated Participant Available Account, and processed by Zero Hash, it can be used on any related Transaction Platform.

5.4.2. Withdrawals from Participant's Available Account

Participant may make withdrawal requests via the Zero Hash System or other methods made available from time to time. In order to withdraw, Participant, or Platform Operator on behalf of Participant, must provide Zero Hash a whitelisted Withdrawal Account. Participant is solely responsible for the accuracy of any Withdrawal Account and any request it provides to Zero Hash to withdraw. Zero Hash shall not be liable for sending any Fiat Currency or Digital Assets from Participant's Available Account to an incorrect Withdrawal Account if that Withdrawal Account matches the Withdrawal Account provided by the Participant. Once Zero Hash has calculated and accounted for all Transaction Obligations, the remaining balance in the Available Account is the amount upon which withdrawals will be processed. If the withdrawal request amount is larger than the Available Amount plus accrued fees, then the withdrawal is processed to the fullest extent possible. If the withdrawal request amount is less than the total of Available Amount plus accrued fees, then the withdrawal is processed fully. Zero Hash reserves the right to temporarily suspend withdrawals at any time.

5.5. Fiat Currency Custodian Services

To hold Participant's Fiat Currency, Zero Hash will maintain a Custodian Account with a Depository Institution. Participant hereby agrees to engage Zero Hash to serve as the custodian of Participant's Fiat Currency. Participant shall retain ownership of Participant's Fiat Currency that is held by Participant with Zero Hash in Zero Hash's capacity as custodian. Zero Hash shall maintain Participant's Available Account on behalf of Participant and Zero Hash shall maintain Participant's Initial Margin obligations on behalf of Participant in a segregated Collateral account for Participant.

The Custodian Account shall be an omnibus account at a Federal Deposit Insurance Corporation ("FDIC") insured bank. At a minimum, the omnibus account will be insured up to the maximum amount as provided by the FDIC at no additional cost to Zero Hash. FDIC insurance will be allocated based on the pro-rata share of each Participant's Fiat Currency balance to the overall balance of the Zero Hash omnibus account. Zero Hash

reserves the right to offer additional Fiat Currency insurance coverage at an additional cost to the Participant. Participant reserves the right to accept or refuse additional Fiat Currency insurance offered by Zero Hash. Participant releases Zero Hash from any liability in the event a loss is incurred by the participant due to the bankruptcy of bank carrying the Custodian Account.

5.5.1. Engagement of Fiat Currency Custodian

Zero Hash will hereby hold Participant's Fiat Currency as custodian by contracting with a Depository Institution, which will hold and safeguard Participant's Fiat Currency. Participant hereby engages Zero Hash to act as custodian of its Fiat Currency. Zero Hash shall at all times, to the extent reasonably practicable, reflect Participant's ownership over such Fiat Currency. Any Participant Fiat Currency held in any Participant Account by Zero Hash is owned by, and held for the benefit of, the applicable Participant. Participant is solely responsible for maintaining insurance policies for its Fiat Currency. Participant acknowledges and agrees that neither Zero Hash nor the Depository Institution with which it contracts make any promises or warranties (a) with respect to insurance policies carried by Zero Hash or the Depository Institution, or (b) that Participant will be able to make any claims against any insurance policies carried by Zero Hash or the Depository Institution.

5.5.2. Description of Fiat Currency Custodian Services

Each Participant hereby designates Zero Hash as its exclusive representative and agent (even exclusive of Participant except to the extent done by Participant through the Zero Hash system) to provide instructions to the contract Depository Institution related to (a) creation and management of Custodian Accounts, and (b) deposit, transfer, withdrawal, convert, or other transaction involving any Fiat Currency. Zero Hash will create and maintain separate Participant Accounts in the name of each Participant. Zero Hash will transfer Participant's Fiat Currency to and from Collateral Accounts in accordance with instructions received from Zero Hash.

Depository Institution will credit and debit to and from the Participant Accounts amounts that correspond to the calculation of the Participant's Fiat Currency balance for each Participant as provided in this Agreement. With regard to Fiat Currency pledged by Participant to Zero Hash as collateral for obligations owed by such Participant on any relevant Transaction Platform, Participant may, from time to time, pledge as security or otherwise encumber all or any portion of its Fiat Currency as collateral for obligations owed by such Participant to Zero Hash. Depository Institution will comply with Zero Hash instructions to deposit or transfer all or any portion of the applicable Participant's Fiat Currency to one or more accounts created by Zero Hash to hold such Fiat Currency as collateral. Participant acknowledges that Zero Hash may impose restrictions and limitations on the ability of a Participant to transfer, withdraw or otherwise engage in transactions using Fiat Currency held as collateral.

5.6. Digital Asset Custodian Services

5.6.1. Storage

5.6.1.1. Accrued Tokens

Zero Hash has no obligation or responsibility under this Agreement to take any action or do anything to collect or arrange for delivery of any Digital Asset that is offered or issued based on existing holdings of Participant Digital Assets, whether characterized as interest, dividend, "airdrop," or fork ("**Accrued Digital Asset**").

5.6.1.2. System Wallets

In the event that Zero Hash is acting as custodian for Participant's Digital Assets, Zero Hash will use both Hot Wallets and Cold Wallets to store Keys for Participant Digital Assets. The types of Wallets used and the manner and means of their use will be determined at Zero Hash's discretion based on its then-current practices and procedures.

5.6.1.3. Addresses

The Address used by Zero Hash to hold any Digital Asset is not an indication of whether the Digital Asset is a Participant Digital Asset or whether the Digital Asset is owned by any particular Participant.

5.6.1.4. Engagement of Digital Asset Custodian

Zero Hash will hereby hold Participant's Digital Assets as custodian by contracting with a Wallet Provider, which will provide the technological solution to hold and safeguard Participant's Digital Assets. Participant hereby engages Zero Hash to act as custodian of its Digital assets. Zero Hash shall at all times, to the extent reasonably practicable, reflect Participant's ownership over such Digital Assets. Any Participant Digital Asset held in any Participant Account by Zero Hash is owned by, and held for the benefit of, the applicable Participant. Participant is solely responsible for maintaining insurance policies for its Digital Assets. Participant acknowledges and agrees that neither Wallet Provider nor Zero Hash make any promises or warranties (a) with respect to insurance policies carried by Wallet Provider or Zero Hash, or (b) that Participant will be able to make any claims against any insurance policies carried by Wallet Provider or Zero Hash.

5.6.1.5. Description of Digital Asset Custodian Services

Each Participant hereby designates Zero Hash as its exclusive representative and agent (even exclusive of Participant except to the extent done by Participant through the Zero Hash system) to provide instructions to Wallet Provider related to (a) creation and management of Custodian Accounts, and (b) deposit, transfer, withdrawal or other transaction involving any Digital Asset. Zero Hash will create and maintain separate Participant Accounts in the name of each Participant. Wallet Provider will create and maintain on Wallet Provider's systems one or more Collateral Accounts. Custodian will transfer Participant's Digital Assets to and from Collateral Accounts in accordance with instructions received from Zero Hash. Wallet Provider will credit and debit to and from the Participant Accounts amounts that correspond to the calculation of the Participant's Digital Asset balance for each Participant as provided in this Agreement.

With regard to Digital Assets pledged by Participant to Zero Hash as collateral for obligations owed by such Participant on a relevant Transaction Platform, Participant may, from time to time, pledge as security or otherwise encumber all or any portion of its Digital Assets as collateral for obligations owed by such Participant to Zero Hash subject to approval from Platform Operator, if applicable. Wallet Provider will comply with Zero Hash instructions to deposit or transfer all or any portion of the applicable Participant's Digital Assets to one or more accounts created by Zero Hash to hold such Digital Assets as collateral. Participant acknowledges that Zero Hash may impose restrictions and limitations on the ability of a Participant to transfer, withdraw or otherwise engage in transactions using Digital Assets held as collateral. Zero Hash, through Wallet Provider, securely stores all Digital Assets in a combination of online and offline storage. Accordingly, it may be necessary for Zero Hash to retrieve certain information from offline storage in order to facilitate a Transaction involving Participant's Digital Assets and in accordance with Participant's instructions, which may delay the processing of such transaction.

Zero Hash may offer multisignature custody solutions which require the electronic approval of multiple individuals designated by Participant before transfers may be completed. These multisignature solutions may allow Participant the option to view, control, and distribute Private Keys of Digital Assets to multiple third parties whose approval is required to transfer the associated Digital Assets. Participant acknowledges that Zero Hash is not responsible for safeguarding or maintain Private Keys outside of its control with respect to multisignature custody solutions.

5.6.1.6. Integration with Third Party Custodian

In certain instances, Participant may request that a custodian other than Zero Hash maintain custody of Participant's Digital Assets. Zero Hash may determine to partner with such third party custodians for the purpose of recognizing Participant Digital Assets held at Wallets controlled by these third party custodians. Zero Hash will inform Participant of Zero Hash's relationships with such custodians. At Participant's discretion, Participant may elect to store its Digital Assets in Wallets controlled by these third party custodians, while still having the Digital Assets recognized by the Zero Hash System in its ledger for purposes of Money Transmission Services outlined in this Agreement.

5.7. Proper Instructions for Fiat Currency and Digital Asset Custodian Services

5.7.1. Form and Security Procedures

Proper Instructions may be provided through the Zero Hash System. Proper Instructions may also be provided in writing signed by the authorized individual or individuals or may be by such other means and utilizing such intermediary systems and utilities as may be agreed to from time to time by Zero Hash and Participant. Zero Hash may, but is not obligated to, refuse to comply with any instruction if Zero Hash suspects that Participant has not followed any security procedures agreed to from time to time by the applicable Participant. Zero Hash may agree to accept oral instructions, and in such case oral instructions will be considered Proper Instructions.

5.7.2. Untimely Proper Instructions

If Zero Hash is not provided with reasonable time to execute a Proper Instruction (including any Proper Instruction not to execute, or any other modification to, a prior Proper Instruction), Zero Hash will use good faith efforts to execute the Proper Instruction but will not be responsible or liable if Zero Hash's efforts are not successful (including any inability to change any actions that Zero Hash had taken pursuant to the prior Proper Instruction). The inclusion of a statement of purpose or intent (or any similar notation) in a Proper Instruction will not impose any additional obligations on Zero Hash or condition or qualify its authority to effect the Proper Instruction. Zero Hash will not assume a duty to ensure that the stated purpose or intent is fulfilled and will have no responsibility or liability when it follows the Proper Instruction without regard to such purpose or intent.

5.7.3. Actions Permitted without Express Authority.

With regard to undisputed amounts, Zero Hash may (a) make payments to itself for amounts owed under this Agreement or the Terms of Service and deduct those payments from applicable Participant Accounts or, as applicable, any Collateral Account, and (b) make payments to third parties for minor expenses of Participant Digital Assets or Fiat Currency relating to its duties under this Agreement; provided that all such payments will be accounted for to Zero Hash.

5.7.4. Records

Zero Hash will with respect to each Participant, the Participant Digital Assets and any transaction under this Agreement create and maintain all records relating to its activities and obligations under this Agreement in such manner as will meet the obligations of each Participant under applicable law.

5.7.5. Reliance on Proper Instructions

Zero Hash will be entitled conclusively to rely and act upon Proper Instructions until Zero Hash has received notice of any change from Participant and has had a reasonable time to act thereon. Zero Hash may act on a Proper Instruction if it reasonably believes that it contains sufficient information and may refrain from acting on any Proper Instructions until such time that it has determined, in its sole discretion, that it has received any required clarification or authentication of Proper Instructions. Zero Hash may rely upon and will be protected in acting upon any Proper Instruction believed by it in good faith to be genuine and to have been properly executed by or on behalf of Participant.

5.7.6. Other Reliance

Zero Hash is authorized and instructed to rely upon the information that Zero Hash receives from or on behalf of Participant. Zero Hash will have no responsibility to review, confirm or otherwise assume any duty with respect to the accuracy or completeness of any information supplied to it by or on behalf of Zero Hash or any Participant. Zero Hash will have no liability in respect of any loss, cost or expense incurred or sustained by Participant arising from the performance of Zero Hash's duties hereunder in reliance upon records that were maintained for the Participant by any individual or organization, other than Zero Hash, prior to Zero Hash's appointment as custodian hereunder. Zero Hash will be entitled to rely on and may act upon advice of counsel

(who may be counsel for any Participant) on all matters of law and will be without liability for any action reasonably taken or omitted pursuant to the advice.

6. Participant Representations

On the Effective Date and at all times during the term of this Agreement, Participant represents, warrants and covenants to Zero Hash the following:

6.1. Binding Obligation

Participant has the right and full corporate power to enter into this Agreement, and this Agreement creates a legal, valid and binding obligation of Participant which is enforceable against Participant in accordance with its terms.

6.2. Accessing the Zero Hash System

1. Participant accepts responsibility for any actions taken by any Person accessing the Zero Hash System with a Zero Hash User ID assigned to any of Participant's Authorized Traders.
2. Participant shall take all reasonable care to safeguard its Zero Hash User IDs and will not authorize or permit any other party to access the Zero Hash System using the Zero Hash User ID, other than the Person to which the Zero Hash User ID was issued. Participant further acknowledges that it is responsible for maintaining adequate security and control of all account passwords in relation to Participant's use of the Zero Hash services.
3. Participant acknowledges that every Person using a Zero Hash User ID will be deemed by Zero Hash to be the Person to whom the Zero Hash User ID was issued.
4. Participant will notify Zero Hash immediately of any changes in the authorized level of access for any Participant Administrator.
5. Participant acknowledges that Zero Hash may rely upon, and will be fully released and discharged by Participant for acting upon, any information, data, Transaction details, acknowledgements or instructions that are (i) entered, imported, transmitted or otherwise communicated under its Zero Hash User IDs (whether or not such action was actually authorized by Participant), or (ii) are otherwise reasonably believed by Zero Hash to be genuine and to have been communicated or presented on behalf of Participant by an Authorized Trader, whether via the Zero Hash System or otherwise.
6. Participant acknowledges that transactions made on Participant's behalf may be subject to federal and state laws and regulations governing transactions in currency and other monetary instruments relating to money laundering activities and the funding of terrorism and that such laws and regulations may impose severe criminal penalties on those who participate or assist in such activities or in structuring of such activities to avoid reporting requirements. Participant acknowledges that Zero Hash or any of its affiliates may monitor transactions for compliance with such laws and regulations. Provided, further, Participant agrees that Participant will not initiate any action which would violate, or result in a payment in violation of the federal and state laws or regulations, including, without limitation, the federal laws and regulations administered by bank regulatory agencies and the Office of Foreign Assets Control ("OFAC") relating to money laundering and the funding of terrorism.

6.3. Compliance with Applicable Law

1. Participant shall comply with Applicable Law.
2. Participant acknowledges and agrees that, to the extent any obligations are imposed on Participant but are performed by Zero Hash, Participant shall remain solely responsible for such compliance.

3. Participant has obtained all registrations and/or licenses required to use Zero Hash Services under Applicable Law.
4. Participant is not legally or otherwise prohibited from using Zero Hash Services as described in this Agreement. ^[L]_{SEP}
5. Participant consents to Zero Hash's jurisdiction with respect to any and all matters arising from, related to, or in connection with the Zero Hash Services.
6. Participant will provide all information to Zero Hash as requested by Zero Hash and/or required by Applicable Law in connection with Participant's use of Zero Hash Services. All information provided by Participant to Zero Hash is and shall be truthful and not omit any fact which would otherwise make what was stated false or misleading.
7. Participant acknowledges and agrees that, notwithstanding the confidentiality obligations set forth in the Confidentiality section, Zero Hash may provide information regarding Participant to any regulatory services provider, any federal or state regulatory agency, the CFTC, or any self-regulatory organization as required by Applicable Law.
8. Participant:
 - a. Is not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services;
 - b. Has not been identified as a "Specially Designated National" by the Office of Foreign Assets Control;
 - c. Has not been placed on the U.S. Commerce Department's Denied Persons List;
 - d. Will not use Zero Hash Services if any applicable laws in Participant's country prohibit Participant from doing so in accordance with this Agreement.
9. Neither the execution of nor performance under this Agreement by Participant violates any law, rule, regulation or order, or any agreement, document or instrument, binding on or applicable to Participant.
10. Participant acknowledges that Zero Hash reserves the right to cancel a Transaction or close any of Participant's accounts if Zero Hash reasonably suspects that the Transaction or account involves money laundering, terrorist financing, fraud or any other type of financial crime.
11. Upon request from Zero Hash and from time to time thereafter, as appropriate, Participant will deliver to Zero Hash an officer's certificate setting forth the names, titles, signatures and scope of authority of all individuals authorized to give Proper Instructions or any other notice, request, direction, instruction, certificate or instrument under this Agreement. The certificate may be accepted and conclusively relied upon by Zero Hash and will be considered to be in full force and effect until receipt by Zero Hash of a similar certificate to the contrary and Zero Hash has had a reasonable time to act thereon.

6.3.1. Prohibited Persons

Zero Hash will ensure that no Participant is a Prohibited Person. "**Prohibited Person**" means any person or entity that: (a) is on the Specially Designated Nationals and Blocked Persons list maintained by the U.S. Office of Foreign Assets Control, the U.S. Department of Commerce Denied Persons list, or any similar list of persons or entities with which any transactions or business activities are prohibited or limited issued by any U.S. governmental authority or any other governmental authority having jurisdiction over Zero Hash; or (b) is located in, or a citizen or resident of any state, country, territory or other jurisdiction that is embargoed by the United States.

6.3.2. Identity Verification and Screening

Zero Hash will implement and apply identity and other screening and verification procedures that comply with Applicable Law and any anti-money laundering, Know-Your-Customer (KYC), anti-terrorism financing, and fraud protection requirements. Upon reasonable request, Zero Hash will store and make available to any governmental authority with jurisdiction any information provided by any Distributor or Participant as required by Applicable Law.

6.3.3. Taxes

6.3.3.1. Participant Information

Participant may be required to provide documentary evidence of its tax domicile, organizational specifics and other documentation and information as may be required from time to time, and for tax purposes, Zero Hash will be entitled to rely and act upon such documentation. In giving such documentation and information, Participant represents and warrants that it is true and correct in all material respects and that it will promptly provide Zero Hash with all necessary corrections or updates upon becoming aware of any changes or inaccuracies in the documentation or information supplied.

6.3.3.2. Tax Responsibility

Participant will be liable for all taxes relating to its investments and other business activity related to this Agreement, including with respect to any Digital Assets or any transactions related thereto. Subject to compliance by Participant with its obligations under the preceding paragraph, Zero Hash may withhold (or cause to be withheld) the amount of any tax which is required to be withheld under applicable law. Zero Hash is not liable for any tax obligations relating to Participant. Participant agrees that Zero Hash is not, and will not be deemed to be, providing tax advice or tax counsel. The term "tax" or "taxes" means any withholding or capital gains tax, stamp duty, levy, impost, charge, assessment, deduction or related liability, including any addition to tax, penalty or interest imposed on or in respect of (a) any Digital Assets, (b) the transactions effected under this Agreement, or (c) Participant.

6.4. Risk

1. Participant understands that Zero Hash is not liable for price fluctuations in any Contract listed or Transaction executed on any Transaction Platform.
2. By using the Zero Hash System, Participant acknowledges and agrees that:
 - a. Zero Hash is not responsible for the operation of the underlying protocols, and Zero Hash makes no guarantee of their functionality, security, or availability; and
 - b. The underlying protocols are subject to sudden changes in operating rules (a/k/a "forks"), and such forks may materially affect the value, function, and/or even the name of the Digital Asset stored with Zero Hash.
3. In the event of a market disruption as communicated via www.zerohash.com (status page) or Force Majeure Event:
 - a. Zero Hash may do one or more of the following:
 - i. Suspend access to the Zero Hash Services; or
 - ii. Prevent Participant from completing any actions via the Zero Hash Services.
 - b. Zero Hash will not be liable for any losses suffered by Participant resulting from such actions.
 - c. Following any such event, Participant acknowledges that prevailing market prices may differ significantly from the prices available prior to such event.
4. Trading on margin carries a high level of risk and may not be suitable for all investors. Before deciding to trade products offered by any Transaction Platform, Participant should carefully consider its objectives, financial situation, needs and level of experience. Participant should be aware of all the risks associated with trading on margin. The possibility exists that Participant could sustain a loss of some or all of Participant deposited funds and therefore, Participant should not speculate with capital that Participant cannot afford to lose. Participant should be aware of all the risks associated with trading on margin. Zero Hash recommends Participant seek advice from a separate financial advisor before executing any Contracts on any Transaction Platform.
5. Participant acknowledges it must post or collect sufficient funds to cover its Transaction Obligations in accordance with the settlement instructions for the Transaction. Participant will make every available effort to ensure that all Transaction Obligations are covered by such time.

6. Participant acknowledges settlements on a Digital Assets's blockchain are largely irreversible without the consent and active participation from the transaction recipient. Once a transaction has been recorded on a Digital Asset's blockchain, an incorrect transfer or theft of the Digital asset will not be reversible, and Participant may not be able to seek compensation or appeal to government resources for recovery of such transfers or theft.
7. Participant acknowledges that the contracts or products traded on Transaction Platforms may be uncleared, and accordingly, Participant may be exposed to counterparty credit risk, which is the risk arising from the possibility that the counterparty to a Transaction may default on amounts owed. Participant acknowledges that neither Zero Hash, nor any of its directors, managers, officers, affiliates, subsidiaries, shareholders, employees or agents are liable to Participant in the event of a counterparty default for any amounts owed to Participant.
8. Participant acknowledges that in the event that Participant is subject to a Default Event, as that term is defined above, Zero Hash will inform Transaction Platforms, who may cancel any of Participant's outstanding orders, and Zero Hash may liquidate available balances at the then-current market price, as determined by Zero Hash. Zero Hash may use the proceeds of the liquidation to pay the Defaulting Participant's counterparties. If any excess proceeds exist after Zero Hash has paid the Defaulting Participant's counterparties, Zero Hash may keep such amounts. Zero Hash may impose a liquidation fee on any Defaulting Participant in accordance with a fee schedule published by Zero Hash.
9. Participant acknowledges that Zero Hash shall have no responsibility or liability for: (a) events or circumstances beyond the reasonable control of Zero Hash, including, without limitation, the interruption, suspension or restriction of trading on or the closure of any Transaction Platform, power or other mechanical or technological failures or interruptions, computer viruses or communications disruptions, work stoppages, natural disasters, acts of war, revolution, riots or terrorism or other similar force majeure events; (b) any error by any Participant; (c) the insolvency of, or acts or omissions by, a Digital Asset trading platform or market or the issuer of any Digital Asset; (d) any error, or any loss, destruction, corruption or other inability to use or transfer any Digital Asset caused by the applicable Blockchain or any other technology used to implement or operate any Digital Asset, or other circumstances beyond the reasonable control of Zero Hash; (e) the failure of any Participant to adhere to Zero Hash's operational policies and procedures; (f) any delay or failure of any Digital Asset issuer, the developer or operator of any technology used to implement or operate any Digital Asset, or any broker, agent, intermediary, bank or other commercially prevalent Digital Asset payment or clearing system to provide any information or services required in order to enable Zero Hash's performance hereunder; (g) delays or inability to perform its duties due to any disorder in market infrastructure with respect to any particular Digital Asset; (h) the effect of any provision of any law or regulation or order of the United States of America, or any state thereof, or any other country, or political subdivision thereof or of any court of competent jurisdiction, and (i) any other matters for which Zero Hash is not responsible under this Agreement.
10. Participant acknowledges that neither Zero Hash nor Wallet Provider will be responsible for any Digital Asset which is not received by Wallet Provider or which is sent to an External address in accordance with Participant's instructions.
11. Participant acknowledges that the market for Digital Assets may not develop or may become illiquid. In an illiquid market, there are no buyers, or "bids," for a Participant's Digital Assets. In such a case, the effective value of the Digital Asset will be zero. Zero Hash is under no obligation to ensure that there will always be a buyer or bid for any given Digital Asset.
12. Participant acknowledges that Zero Hash has no duty to assess or take any responsibility for the suitability or appropriateness of the investments made by Participant. Zero Hash has no duty to ensure or to inquire whether Participant complies with any investment objectives or restrictions under applicable laws, including laws intended to protect the interests of investors.
13. Participant acknowledges that Participant's receipt of any Digital Asset from a counterparty in connection with any of its purchase transactions and its receipt of cash from a counterparty in connection with any sale or redemption of any Digital Asset will be at the Participant's sole risk, and Zero Hash, in its sole discretion, may determine whether to make demands on the Participant's behalf if the Participant's counterparty defaults.
14. Participant acknowledges that if a fork occurs, Zero Hash may temporarily suspend the Zero Hash Services relating to the Digital Asset affected, and Zero Hash may configure or reconfigure its Zero Hash Services or decide not to support the forked protocol entirely, but allow Participant to transfer the affected Digital Asset.

15. Participant acknowledges that for Fiat Currency or Digital Assets held in a non-fiduciary capacity, Zero Hash may invest (including through lending) such Fiat Currency or Digital Assets, and that Zero Hash is under no obligation to share the proceeds of such investment with Participant.
16. Participant acknowledges that trading or owning Digital Assets involves substantial risk and that the value of Digital Assets is not guaranteed by Zero Hash or any other organization and that Zero Hash is not liable or responsible for losses suffered by Participant or any other person or entity due to a change in price of any Digital Asset.
17. Participant acknowledges that Zero Hash may refuse to process or cancel any pending Digital Asset deposit or withdrawal as required by law or in response to a court order or other government order or to enforce internal Zero Hash compliance and anti-money laundering policies.
18. Participant acknowledges that Zero Hash may change the Digital Assets that it supports from time to time. Zero Hash disclaims any liability for any attempt by Participant to use Zero Hash services for Digital Assets that Zero Hash does not support or no longer supports.
19. Participant acknowledges that Digital Assets held by Zero Hash on behalf of Participant in a Cold Wallet may not be used to trade on any Transaction Platform until such time as the Digital Assets are transferred to a Hot Wallet and that such transfer may take up to two (2) business days or more.
20. Participant acknowledges that it shall be responsible for promptly reviewing the daily or monthly account statements generated by Zero Hash for any error.

6.5. Security

1. Participant represents that it has security systems and compliance procedures in place to prevent violation of Applicable Law and unauthorized access, use or misuse of the Zero Hash Services including, without limitation, not knowingly or negligently introducing or permitting to be introduced any computer viruses, worms, or other harmful codes into any of the systems or technology maintained, operated or used by Zero Hash in performance of providing the Zero Hash Services.
2. Participant represents that it will notify Zero Hash immediately if Participant becomes aware of any unauthorized access to or use of the Zero Hash Services.
3. Participant represents that it will not alter, delete, disable or otherwise circumvent any security device.
4. Notification of breach: If at any time any personally identifying information or confidential information has been lost, stolen or misused or Parties believe that the security of communications between Parties may be or has been compromised or is in any way insecure, Participant must notify Zero Hash immediately (with confirmation in writing) and assist Zero Hash in investigating and remedying the situation. Participant notice will not affect any action taken by Zero Hash, including transfers made or instructions carried out prior to the time Zero Hash has received the notice and have had a reasonable opportunity to act on it.

6.6. Status of Zero Hash

1. Participant acknowledges that Zero Hash does not provide advice with respect to whether Counterparties should or should not enter into any particular transaction. Zero Hash's relationship with Participant is limited to providing the Zero Hash Services.
2. Participant acknowledges that Zero Hash will act in good faith and without negligence and will be held to the exercise of reasonable care, prudence and diligence.
3. Participant acknowledges that Zero Hash is not registered, and does not act, as a derivatives clearing organization or registered clearing organization.
4. Participant has read and is aware of the state money transmitter disclosures listed on Zero Hash's publicly available website (www.zerohash.com).
5. Louisiana Residents: Zero Hash LLC is licensed by the Louisiana Office of Financial Institutions as a money transmitter. The Louisiana Office of Financial Institutions does not license or regulate services

related to virtual currency including but not limited to transmission or exchange which may be conducted by Zero Hash LLC.

6.7. Zero Hash Services

Participant acknowledges and authorizes Zero Hash to, and agrees that Zero Hash shall have the authority to, take all actions it considers necessary or appropriate to, among other things:

1. Establish and enforce the Zero Hash System Protocol;
2. Maintain records of all activities relating to the business of Zero Hash and all activities conducted on the Zero Hash System;
3. Provide information regarding Participant as required under Applicable Law;
4. Perform any other Zero Hash Services;
5. Contract with any qualified third-party services provider for the provision of the Zero Hash Services, subject to Applicable Law;
6. Monitor Participant's use of Zero Hash Services and Participant's use of e-mail and/or instant messaging in connection with its use of Zero Hash Services and may monitor and tape record telephone conversations with Participant concerning its use of Zero Hash. In each case, Participant acknowledges and agrees that Zero Hash may use any resulting information for its internal purposes at its discretion, subject to the confidentiality provisions of this Agreement; and
7. Place Participant's Fiat Currency in a savings account and keep any yield or interest earned on Participant's Fiat Currency.

6.8. Use of the Zero Hash System

1. Participant will not attempt to access information that Participant has not been authorized to use by Zero Hash. If Participant inadvertently gains such access, Participant agrees not to use, disseminate, reproduce, redistribute or decompile any such information or applications.
2. Participant will not use the Zero Hash System or any feature of the Zero Hash System to post or transmit inappropriate information, including without limitation any information that may be deemed obscene, libelous, harassing, fraudulent, or slanderous, or post or transmit any information, software, or other material that is an invasion of privacy or publicity rights, or which is protected by copyright, trademark, service mark, database right or other proprietary right, unless first obtaining the permission of the owner or right holder.
3. Participant acknowledges and agrees that Zero Hash may monitor Participant's use of the Zero Hash System and may monitor and tape record telephone conversations with Participant concerning its use of the Zero Hash System. In each case, Participant acknowledges and agrees that Zero Hash may use any resulting information for its internal purposes at its discretion, subject to the confidentiality provisions of this Agreement.
4. Participant acknowledges that Zero Hash may refuse to process or cancel any Transaction as required by law or in response to a subpoena, court order, or other binding government order. Moreover, Zero Hash may initiate the transfer of any Digital Asset if required by law or in response to a subpoena, court order, or other binding government order.
5. Participant will be able to view details of all historical settlements completed by Zero Hash and the value of such settlements on the Zero Hash System.
6. Details of each settlement will be recorded by Zero Hash and confirmation of the settlement will be displayed on the Zero Hash System.

6.9. Use of Third Parties

To the extent Participant uses any third parties or agents in connection with Participant's use of Zero Hash Services or compliance with Applicable Law in connection with Participant's use of Zero Hash Services, Participant will disclose such use to Zero Hash, identify such third parties or agents upon request by Zero Hash and remain jointly and severally liable for the conduct of any such third parties or agents.

6.10. Failure to Cover Transaction Obligations

1. In the event that a Participant has Transaction Obligations, Zero Hash will:
 - a. Submit requests to fulfill Transaction Obligations to the fullest extent possible; and
 - b. Inform the relevant Seed Trading Venue and initiate a Margin Call on behalf of the Counterparty to the Transaction.
2. In the event that a Participant fails to cover its Transaction Obligations by the time required by the Seed Trading Venue, Zero Hash will inform the relevant Seed Trading Venue, which will then initiate the Default Event Procedure defined above to protect the Counterparty to the Transaction and the stability of the Seed Trading Venue, as per the Seed Trading Venue's rules and procedures.
3. Zero Hash prevents withdrawals from a Participant's Available Account if Participant has any outstanding Transaction Obligations or outstanding accrued fees.
4. Zero Hash reports periodically to Participant the current status of the Available Account and Collateral Account balance via the Zero Hash System.

Zero Hash may employ a similar process in relation to the failure of a Participant to cover Transaction Obligations on a Transaction Platform that is not a Seed Trading Venue.

7. Zero Hash Representations

Zero Hash represents and warrants to Participant that:

1. Zero Hash has the right and full corporate power to enter into this Agreement and that this Agreement creates legal, valid and binding obligations on it which are enforceable against it in accordance with its terms;
2. Zero Hash Services do not infringe on any patent, trademark, or copyright of a third party;
3. Zero Hash is a legal entity;
4. Zero Hash is not a Covered Swap Entity or a margin affiliate of any Covered Swap Entity;
5. Zero Hash is not a Counterparty to any Transaction;
6. Zero Hash does not facilitate the trading or execution of any swap, forward, option, future, derivative or any other type of Contract between persons, and is not an organized exchange or other trading facility;
7. Zero Hash will make reasonable efforts to prevent fraud or error on deposit (i.e., to prohibit the deposit of the incorrect Digital Asset into a particular Wallet).
8. Zero Hash Services are provided only to marketplaces without a central counterparty;
9. Zero Hash, in its sole discretion, may hold a reasonable amount of Digital Assets in cold storage without impacting the ability of participant withdrawals to occur on a daily basis.

8. Fees, Settlement and Payment

Participant acknowledges and accepts that it shall be solely responsible for any and all costs or expenses associated with its receipt of Zero Hash Services. Participant agrees to pay any and all fees incurred from using Zero Hash Services, as set forth in Zero Hash Fee Schedule, which shall be publicly available at

www.seedcx.com ("**Fees**"), without deduction or setoff. In addition, Participant shall pay for all third party telecommunication and other charges to use Zero Hash Services. Zero Hash may modify the Fees for Zero Hash Services and/or other terms of this Agreement upon no less than 30 days' notice, which notice may occur by announcement on or through the Portal or other methods employed by Zero Hash at its discretion. Zero Hash may deduct Fees at the time of service and/or may provide each Participant an invoice of all such Fees on a monthly or other basis determined by Zero Hash from time to time, which amounts shall be due, unless otherwise specifically stated, from the date of the invoice. Late payment shall be considered to be thirty (30) days from the date of any invoice.

Participant shall pay all taxes, levies or duties resulting from this Agreement including sales tax or similar tax but excluding tax solely on Zero Hash's net income. All Fees quoted and payments made hereunder shall be in U.S. Dollars in the U.S., and all Fees are non-refundable and non-creditable. Late payments shall bear an interest rate per annum equal to the Prime Rate (as published in the Wall Street Journal on the day the such payment becomes overdue) plus 1.5 per cent, to the extent that such rate shall not exceed the maximum rate allowed by Applicable Law from the date due until paid in full; provided, however, that if the published Prime Rate is less than zero, the Prime Rate will be calculated as being equal to zero per annum. Zero Hash may cease providing Zero Hash Services to Participant for failure to pay Fees due to Zero Hash within thirty (30) days of becoming due and such cessation of services shall last for as long as such Fees remain unpaid.

Zero Hash may record movements of Digital Assets on the relevant Blockchain as a part of the daily settlement process. Participant shall ensure that Participant's Digital Asset balances stored with Zero Hash are sufficient to cover any Blockchain transaction fees related to the Participant's activity on Zero Hash. If trading one or multiple Digital Assets, Participant is responsible for maintaining a sufficient amount of the respective Digital Assets that are being traded on deposit at Zero Hash to cover Blockchain transaction fees. Participant must pay the Blockchain transaction fees from its own Digital Asset balance, and at the end of each month, Participant may submit a request to Zero Hash to credit such transactions fees from Participant's monthly Zero Hash custody fee. If the Participant does not have a sufficient balance of Digital Asset to cover Blockchain transaction fees by the time the settlement cycle commences, Zero Hash will temporarily cover the fees to facilitate settlement, and Zero Hash will charge the fee amount back to the Participant along with an additional fee as determined by Zero Hash in its sole discretion. For the avoidance of doubt, Zero Hash will not credit any Blockchain transaction fees for withdrawals made out of Zero Hash to an external Wallet. Zero Hash is not responsible for the fluctuation of any Digital Asset's Blockchain transaction fee amount and will process settlement movements at the prevailing Blockchain fee amount at the time of settlement each day.

9. Intellectual Property and Transaction Data

9.1. Intellectual Property

Zero Hash has exclusive ownership of and rights to the Zero Hash System Protocol, their use and content, as well as all related copyrights, trademarks, service marks, patent rights, and trade secrets and any other intellectual property rights therein (registered or unregistered) including any applications anywhere in the world.

Participant will not:

1. Copy, modify, create derivative works from, reverse engineer, reverse assemble or reverse compile any technology used to perform Zero Hash Services;
2. Remove, obscure or alter any copyright, trademark, patent or other notices or legends contained in the Zero Hash System or in any documentation or other materials produced, distributed or published by any Transaction Platform;
3. Distribute, rent, sell, lease, redistribute, release or license the Zero Hash System Protocol or any part thereof to any third party or otherwise allow access by a third party (other than its Authorized Traders subject to and in strict accordance with the rules and protocols promulgated by the relevant Transaction Platform);
4. Take or authorize any action that could detrimentally interfere with the performance or delivery of Zero Hash Services, use any robot, spider or other device or process to monitor or copy the Zero Hash System,

or knowingly transmit any virus or other potentially harmful device in connection with its use of Zero Hash Services; or

5. Assist or encourage any third party in engaging in any activity prohibited under the Zero Hash System Protocol.

9.2. Transaction Data

Zero Hash shall be entitled, in its sole discretion, to use Transaction Data to develop and compile market data that Zero Hash or a third-party service provider may disseminate to third parties (including through a market data feed) for business purposes without further consent of any Participant or other Person, and Zero Hash shall be entitled to any and all revenue derived therefrom. By its use of Zero Hash Services, each Participant consents to such use by Zero Hash of Transaction Data. Any such market data disseminated by Zero Hash, or its third-party service provider, shall be anonymized and shall not identify the Participants who provided or entered into such Transactions.

Other than for its own internal use in accordance with this Agreement, Participant will not communicate, disclose, redistribute, or otherwise furnish (or permit to be communicated, disclosed, redistributed or otherwise furnished) all or any portion of the Transaction Data, in any format, to any third party (other than to its Authorized Traders subject to and in strict accordance with this Agreement) or for the purposes of constructing or calculating the value of any index or indexed products or for the purpose of creating any derivative works or to make any use whatsoever at any time of the Transaction Data that could compete with the business of Zero Hash or performance of Zero Hash Services. Notwithstanding the foregoing, Participant understands and agrees that any and all data submitted to Zero Hash by Participant or its Authorized Traders and all information related to Transactions entered into by Participant or its Authorized Traders on or through a Seed Trading Venue and transmitted to Zero Hash pursuant to this Agreement shall be the joint and exclusive property of the Seed Trading Venues, Zero Hash and Participant, and Zero Hash shall have the right to use, sell, retransmit or redistribute such information, on an anonymous and aggregated basis, in accordance with and subject to the confidentiality terms set forth in the Confidentiality section of this Agreement.

10. Disclaimer of Warranty and Limitation of Liability

PARTICIPANT ACKNOWLEDGES, UNDERSTANDS, AND ACCEPTS THAT THE ZERO HASH SERVICES ARE PROVIDED ON AN "AS IS" BASIS AT PARTICIPANT'S SOLE RISK. ZERO HASH EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OTHER THAN AS EXPRESSLY STATED HEREIN. NEITHER ZERO HASH NOR ITS DIRECTORS, MANAGERS, OFFICERS, AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY WITH RESPECT TO THE ZERO HASH SERVICES, AND NO SUCH PARTY SHALL HAVE ANY LIABILITY TO PARTICIPANT OTHER THAN AS EXPRESSLY STATED HEREIN. ZERO HASH DISCLAIMS ANY OBLIGATION TO KEEP THE ZERO HASH SERVICES SECURE OR FREE OF ERRORS OR VIRUSES OR TO MAINTAIN UNINTERRUPTED ACCESS. ZERO HASH AND ITS AFFILIATES, LICENSORS OR THIRD PARTY PROVIDERS SHALL NOT HAVE ANY LIABILITY TO PARTICIPANT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF DATA, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR OTHER DAMAGE OR LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE PROVISION OR USE OF (OR ANY INABILITY TO USE) THE ZERO HASH SERVICES (INCLUDING DAMAGES INCURRED BY PARTICIPANT AS A RESULT OF A COUNTERPARTY DEFAULT), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, EVEN IF ZERO HASH, ITS AFFILIATES, LICENSORS OR THIRD PARTY PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. EXCEPT WITH RESPECT TO MISUSE OF ZERO HASH'S INTELLECTUAL PROPERTY, INDEMNIFICATION LIABILITY, FAILURE TO PAY OR BREACH OF CONFIDENTIALITY BY PARTICIPANT, THE TOTAL MAXIMUM LIABILITY FOR ANY LOSS OR DAMAGES HOWSOEVER CAUSED AND IN RELATION TO ANY CLAIM OR SERIES OF CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES CHARGED TO PARTICIPANT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE ZERO HASH SERVICES ARE NOT AND SHALL NOT SERVE AS THE PRIMARY BASIS FOR ANY INVESTMENT OR TRADING DECISIONS MADE BY PARTICIPANT AND THAT ZERO HASH IS NOT AN ADVISOR OR FIDUCIARY OF PARTICIPANT.

PARTICIPANT ACKNOWLEDGES THAT INFORMATION PARTICIPANT STORES OR TRANSFERS THROUGH ZERO HASH SERVICES MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, VIRUSES OR OTHER HARMFUL MATERIALS, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENTS OR OTHER DISASTERS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE ZERO HASH'S CONTROL. PARTICIPANT IS SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION PARTICIPANT STORES OR TRANSFERS THROUGH ZERO HASH SERVICES.

11. Indemnification

11.1. Indemnification by Zero Hash

Zero Hash shall indemnify and defend Participant against any claim, as stated in a lawsuit, that arises directly from the Zero Hash Services, when accessed and used as permitted by this Agreement, infringing upon any issued United States patent or copyright, provided that Participant:

1. Immediately notifies Zero Hash upon receipt of notice of such claim;
2. Allows Zero Hash to have sole control of the defense and selection of counsel;
3. Allows Zero Hash to settle the matter; and
4. Fully cooperates with Zero Hash in such defense at Participant's own expense.

The foregoing indemnity shall be limited to damages awarded by a court in the United States of competent jurisdiction and there shall be no indemnity for lost profits, indirect, punitive, consequential or exemplary damages. Further, claims for indemnity and defense may be brought by Participant only during the term of this Agreement and for one year thereafter.

The indemnity and right to defense provided by this section shall be null and void to the extent or in the event that:

1. The Zero Hash Services are not used in accordance with the terms of this Agreement;
2. The Zero Hash Services are modified in any way by Participant;
3. Participant willfully infringes on any intellectual property right; or
4. The claim is based upon any functionality or specification requested by Participant or developed with Participant's input.

Furthermore, in the event such indemnified claim arises, Zero Hash, at its discretion, may:

1. Obtain rights to the intellectual property infringed upon;
2. Obtain materially similar functionality for the Zero Hash Services; or
3. Terminate this Agreement.

Zero Hash has no further obligation to indemnify Participant with respect to this or any other matter.

In the event that Zero Hash is determined to be liable to Participant for any cause, Participant expressly agrees that Zero Hash's aggregate liability, for all causes of action, will not exceed the total commissions, fees and other amounts (excluding any applicable taxes or duties) paid to Zero Hash by Participant in the six months immediately preceding the date of the occurrence of the liability.

11.2. Indemnification by Participant

Participant shall indemnify, protect, and hold harmless Zero Hash, its directors, officers, affiliates, employees and agents from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs (including attorney's fees) resulting from or arising out of any act or omission by any Person

obtaining access to the Zero Hash Services with a Zero Hash User ID assigned to Participant (other than through the fault or negligence of Zero Hash), whether or not Participant has authorized such access.

12. Dispute Resolution

Unless otherwise specified, any dispute, claim or controversy between the parties relating to this Agreement shall be resolved through binding arbitration conducted in accordance with the Arbitration Rules of the American Arbitration Association. Any such arbitration shall be conducted in Chicago, Illinois or at such other location as may be agreed to by the parties and the arbitrators. For the avoidance of doubt, this arbitration clause only applies to Zero Hash and the Participant and does not apply to any disputes arising between participants in any Seed Trading Venue or any other disputes between parties other than Zero Hash and the Participant. Notwithstanding the foregoing, each party acknowledges that a breach of this Agreement may cause the other party irreparable injury and damage and therefore may be enjoined through injunctive proceedings in addition to any other rights and remedies which may be available to such other party at law or in equity, and each party hereby consents to the jurisdiction of any federal or state courts located in Chicago, Illinois with respect to any such action. The parties expressly waive their right to trial by jury in any such action.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 et. seq., governs the interpretation and enforcement of this provision. The arbitrator will decide the substance of all claims in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. Under this arbitration provision, arbitrators will not be bound by rulings in prior arbitrations involving different customers but are bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law. This arbitration provision will survive the termination of this Agreement.

Unless both Participant and Zero Hash agree otherwise, each party must bring all related or similar claims in a single arbitration proceeding. If Participant or Zero Hash later initiate a subsequent arbitration asserting claims that are related or similar to ones that were raised by such party in a prior arbitration, the American Arbitration Association (“**AAA**”) or the arbitrator will either: (i) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing or (ii) dismiss the subsequent arbitration if it raises claims that would be barred by applicable law if brought in court.

Notice of Dispute and Arbitration Procedures. A party who intends to pursue a claim must first send to the other a letter describing the claim and containing the information described below (a “**Notice of Dispute**”). Any Notice of Dispute sent to Zero Hash should be addressed to:

Attn: General Counsel
Zero Hash LLC
2 N. LaSalle St., Suite 1400
Chicago, IL 60602

Any Notice of Dispute sent to Participant by Zero Hash will be sent to the address in our records that is associated with Participant Accounts at the time the Notice of Dispute is sent. The Notice of Dispute must (a) describe the nature and basis of the claim; (b) set forth the specific relief sought; (c) set forth the name and address of the claimant; and (d) include the Account numbers to which the claim relates. If Zero Hash and Participant do not reach an agreement to resolve the claim described in the Notice of Dispute within forty-five (45) days after the Notice of Dispute is received, Participant or Zero Hash may commence an arbitration proceeding with AAA. If Participant or Zero Hash attempt to commence arbitration proceedings before providing the requisite Notice of Dispute, the AAA shall not commence administration of arbitration proceedings for at least forty-five (45) days after the AAA receives the request to initiate arbitration. Neither Participant nor Zero Hash will disclose to the arbitrator the existence, amount, or terms of any settlement offers made by either party until after the arbitrator issues a final award resolving the claim.

A form for initiating arbitration proceedings is available on the AAA's web site at <http://www.adr.org>.

The arbitration will be governed by the AAA's Commercial Dispute Resolution Procedures, as amended from time to time (the "**AAA Rules**") as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by writing to the notice address provided above.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of claims or the scope, and enforceability of this arbitration provision, including the interpretation of the prohibition of class and representative actions and non-individualized relief, are for the court to decide. If the value of the relief sought (either to Participant or to Zero Hash) is \$10,000 or less, Zero Hash agrees that Participant may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the value of the relief sought (either to Participant or to Zero Hash) exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Any in-person arbitration hearing will take place in Chicago, Illinois. Regardless of the manner in which the arbitration is conducted, the arbitrator, upon the request of either party made prior to the closing of the hearing (or, if there is no oral hearing, prior to or along with submission of final documents to the AAA), will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award, if any, is based. Unless otherwise agreed by Participant and Zero Hash, any award will be rendered by the arbitrator not later than fourteen (14) days from the date of the closing of the hearing or, if there is no oral hearing, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator in accordance with the AAA Rules.

13. Inactive Accounts

If an Account has had no withdrawal or deposit activity, and Zero Hash has had no contact from Participant regarding the Account for eighteen (18) months, Zero Hash may consider the account inactive and stop sending Account statements. Service fees and other terms applicable to active accounts will apply to the Account while it is inactive except where prohibited by law. Inactive Accounts may be subject to additional fees. Participant understands that under state abandoned property laws, Zero Hash may be required to turnover to the state Participant's Fiat Currency or Digital Assets if it has been inactive for a specified period of time as prescribed by applicable law.

14. Confidentiality

Any and all non-public information in any form obtained by a party ("**Receiving Party**") or its employees arising out of or related to the provision or use of the Zero Hash Services, including but not limited to trade secrets, processes, computer software and other proprietary data, research, information or documentation related thereto, including but not limited to Zero Hash System Protocol, shall be deemed to be ("**Confidential Information**"). Each party agrees to hold such information in strict confidence and not to disclose such information to third parties (other than to its employees, its affiliates and their employees or its agents) or to use such information for any purpose whatsoever except as permitted by this Agreement or as expressly authorized in writing by the other party ("**Disclosing Party**"). Each party agrees to hold such information in strict confidence and comply by this Agreement and to advise each of its employees, affiliates and agents who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential in accordance with this section.

The confidentiality obligations set forth herein shall not apply to information disclosed by the Disclosing Party that the Receiving Party can prove by competent and admissible evidence: (i) is or has become generally publicly known through no fault of the Receiving Party, (ii) was in its possession or known by it, without restriction, prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it by a third party without restriction under the Applicable Law, (iv) was independently developed without use of or access to any Confidential Information of the Disclosing Party, or (v) was required to be disclosed by a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction, provided that the Receiving Party has promptly notified the Disclosing Party about such requirement to the extent it is legally permitted to do so, has attempted to limit such disclosure and to obtain confidential treatment or a protective order or other similar relief, and has allowed the Disclosing Party to participate in any such undertakings and proceedings. If requested by Disclosing Party, Receiving Party will formally request that any governmental entity treat the information provided as confidential, to the extent it is not already treated as such, pursuant to the U.S. Freedom of Information Act or pursuant to an equivalent or comparable law or regulation, if applicable.

Each party shall use at least the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. Participant will be solely responsible for controlling and monitoring the disclosure of its Confidential Information and shall limit such information only to Authorized Persons or receiving parties. Zero Hash shall maintain such information as required by Applicable Law and shall not be liable for the privacy of any such content stored on Zero Hash's equipment, transmitted over networks accessed by the Zero Hash System, or otherwise connected with Participant's use of the Zero Hash Services. Zero Hash shall not be liable for the loss, corruption of, or incompleteness, of data, content, or any other information provided to Zero Hash or downloaded to the Zero Hash System by Participant, and Zero Hash shall not be liable for the accuracy or veracity of the information or content provided by the Zero Hash Services.

15. Term and Termination

15.1. Term

This Agreement shall commence on the Effective Date and shall continue in effect for one year (the "**Initial Term**") unless terminated prior in accordance with the terms herein. Thereafter, the Agreement shall automatically renew for one or more further one-year consecutive terms ("**Renewal Term**") unless terminated by either party giving written notice not less than 60 days ("**Notice Period**") prior to the end of the Initial or Renewal Term.

15.2. Termination

This Agreement may be terminated for cause immediately by a Party in the event that the other Party: (1) materially breaches this Agreement (e.g., failure to pay) and such breach remains uncured for 30 days after receiving written notice; (2) is the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (3) is the subject of a proceeding for the appointment of a receiver, trustee or similar officer. Upon termination of this Agreement: (1) Participant's right to access and/or use Zero Hash Services as described herein shall cease; (2) Participant shall cease to use all copies of any Zero Hash product, software or documentation; and (3) Participant shall return to Zero Hash all copies of said material in Participant's possession, custody or control. Participant will follow reasonable instructions from Zero Hash as to the time, place and manner for return of the foregoing.

16. Assignment

This Agreement may not be assigned by either party without the other party's express prior written consent; provided, however, that:

1. Participant may assign this Agreement to any entity:
 - a. controlling, controlled by, or under common control with such party; or
 - b. which succeeds to all or substantially all of the assets and business of such party, provided that, in the case of any such assignment by Participant, the assignee agrees in writing to assume the assignor's obligations under, and to be bound by the provisions of, this Agreement (as it may be amended from time to time); and
2. Zero Hash may assign all or part of its rights and obligations under this Agreement to any entity:
 - a. controlling, controlled by, or under common control with Zero Hash; or
 - b. which succeeds to all or substantially all of the assets and business of Zero Hash.

On the effective date of any valid assignment pursuant to this section, the assignor shall be released from all obligations and liabilities arising under this Agreement or, in case of a partial assignment by Zero Hash, from all obligations and liabilities arising from the parts of this Agreement that have been assigned. This Agreement

shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns in accordance with its terms.

17. Miscellaneous

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties for the Zero Hash Services and supersedes all proposals, negotiations and discussions, oral or written, relating to access to and use of the Zero Hash Services.
2. Waiver. The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
3. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
4. Notices. Each and every notice and consent required or otherwise given or made under this Agreement shall be in writing, and shall be deemed given or made when personally delivered, when sent by confirmed fax, electronic mail, or three days after being sent by prepaid certified or registered mail to the last known address of the Party; provided, however, that Zero Hash may provide notices to Participants electronically through the Zero Hash System.
5. Headings. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
6. Governing Law. Unless otherwise specified, this Agreement is deemed entered into in Chicago, Illinois and shall be governed and construed in all respects by the laws of the State of Illinois, without giving effect to principles of conflict of law.
7. No Employees. Neither Party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose, and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.
8. Force Majeure. Neither Zero Hash nor Participant shall have any liability for any failure to perform or delay in performing its obligations under this Agreement due to any Act of God, act of governmental authority, change in law or regulation, war, criminal act, fire, explosion, earthquake, flood, weather condition, power failure, transportation or other accident beyond the reasonable control of the party.
9. Right to Audit. Zero Hash reserves the right to audit Participant and/or Participant's use of Zero Hash Services at any time during or within 12 months after the termination of this Agreement during standard business hours and with at least two business days' prior written notice. During the audit, Zero Hash may visit Participant's premises and review any records and other materials relating to this Agreement and Zero Hash Services. Participant shall promptly respond to requests of regulators, Zero Hash's auditors and regulatory service providers.
10. Third Parties. The representations, warranties, covenants, obligations, acknowledgments and agreements made by Participant in favor of, or for the benefit of, Zero Hash are also made by Participant in favor of, and for the benefit of, each third-party services provider on any particular transaction Participant enters into on the Zero Hash System. Participant acknowledges and agrees that each third-party services provider shall be deemed an intended third party beneficiary of this Agreement and shall have the ability to enforce its rights accordingly as if it were a party to this Agreement in place of Zero Hash.
11. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement in Portable Document Format (PDF) or by facsimile transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.
12. Amendments. Zero Hash may, in its sole discretion, amend, modify, or supplement this Agreement at any time and from time to time upon written notice to Participant. Written notice shall be considered to have been made by Zero Hash by uploading a new version of this Agreement onto the Zero Hash System or other online portal. If Participant does not agree with the amended terms, Participant must cease using the Zero Hash System. Participant's continued use of Zero Hash after being made aware of updates to this Agreement shall constitute acceptance of such Amendments.

EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY AND LIABILITY DISCLAIMERS AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE A MATERIAL BARGAINED FOR BASIS OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.