

Eaglebrook Advisors, Inc.

Client Agreements

Updated as of July 24, 2020

This document compiles assorted agreements and representations that establish and govern the Eaglebrook-Client Relationship. This contains the Eaglebrook Advisors Investment Management Agreement (“IMA”) and the Gemini Custody Agreement and Addendum. Please read these agreements and representations carefully and retain them for future reference.

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Eaglebrook Advisors, Inc – Investment Management Agreement (“IMA”)

Last updated 6/3/2020

The undersigned (“Client”), being duly authorized, has established a bitcoin separately managed account (the “Bitcoin SMA”) and hereby agrees to engage Eaglebrook Advisors (“Eaglebrook”) on the following terms and conditions.

I. Appointment of Eaglebrook.

Client hereby appoints Eaglebrook as investment adviser for the Bitcoin SMA. Client agrees to promptly notify Eaglebrook in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Bitcoin SMA and to provide Eaglebrook with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Bitcoin SMA.

II. Services by Eaglebrook.

By execution of this Agreement, Eaglebrook hereby accepts the appointment as investment adviser for the Bitcoin SMA and agrees, as of the effective date set forth in the signature page below, to provide the services indicated below:

- (a) supervise and direct the investments of the Bitcoin SMA in accordance with the investment objectives of Client
- (b) appraise and review investments of the Bitcoin SMA

It is understood and agreed that Eaglebrook, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person.

III. Authority.

(Discretionary Investment Management)

Except as otherwise set forth in this Agreement, Client authorizes Eaglebrook to investigate, purchase, and sell bitcoin on behalf of the client. Eaglebrook is authorized to execute purchases and sales of bitcoin on Client’s behalf without consulting Client regarding each sale or purchase. Client may, however, terminate the discretionary authority of Eaglebrook immediately upon written notice.

IV. Client’s Bitcoin SMA

Client consents that Eaglebrook can open accounts in the client’s name at a Gemini Trust Company (“the Custodian”) for the execution of bitcoin transactions and custodial services. Client will designate Eaglebrook as an “Authorized Person” with the SMA Manager role. The Custodian at the time this Agreement is executed is identified in Exhibit III hereto. All funds/investments will be

delivered between Client and the Custodian only. Client hereby authorizes Eaglebrook to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the accounts. If Client elects to use a custodian other than the custodian suggested by Eaglebrook, then Eaglebrook may not be able to integrate and offer its full services with that custodian.

V. Service to Other Clients.

It is understood that Eaglebrook may perform investment advisory services for various clients and that the services provided by Eaglebrook are rendered on a nonexclusive basis. Client agrees that Eaglebrook may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Bitcoin SMA. Nothing in this Agreement shall be deemed to confer upon Eaglebrook any obligation to acquire for the Bitcoin SMA a position in any digital asset which Eaglebrook, its principals, or its employees may acquire for its or their own Bitcoin SMAs or for the Bitcoin SMA of any other client, if in the sole and absolute discretion of Eaglebrook it is not for any reason practical or desirable to acquire a position in such digital asset for the Bitcoin SMA.

VI. Inside Information.

Eaglebrook shall have no obligation to seek to obtain any material nonpublic (“inside”) information about any issuer of bitcoin and shall not purchase, sell, or recommend for the Bitcoin SMA the bitcoin of any issuer on the basis of any such information as may come into its possession.

VII. Liability.

Eaglebrook shall not be liable to Client for any independent acts or omissions by third parties. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement and this Agreement shall not be deemed to create any third-party beneficiary rights.

VIII. Proxies.

There are no voting rights for bitcoin investors.

IX. Fees.

The compensation of Eaglebrook for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days’ prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

X. Valuation.

In computing the market value of any investment of the Bitcoin SMA, the bitcoin in the Bitcoin SMA traded on a US regulated bitcoin trading venue shall be valued at the amount reported on the monthly statement that Client receives from the Custodian (Gemini Trust Company, LLC).

XI. Representations by Client.

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to Eaglebrook such evidence of such authority as Eaglebrook may reasonably require, whether by way of a certified corporate resolution or otherwise; Eaglebrook is responsible only for the Bitcoin SMA and not for the diversification or prudent investment of any outside assets or holdings of Client.

XII. Representations by Eaglebrook.

By execution of this Agreement, Eaglebrook represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable laws and regulations.

XIII. Amendment; Termination.

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as discussed herein. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty or fee. Thereafter, this Agreement shall continue in effect until terminated by either party by giving to the other party written notice.

Notices. All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to Eaglebrook at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XIV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

XV. Exhibits.

The following Exhibits are attached hereto and incorporated as part of this Agreement:

Exhibit I - Identification of Accounts

Exhibit II - Schedule of Fees

Exhibit III - Identification of Custodian, Custodian Contact, and Custody Agreement

XVI. Receipt.

Client acknowledges receipt of Form ADV Parts 2A and 2B and EaglebrookKCP's Privacy Policy Statement.

XVII. Consent to Electronic Delivery

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from Eaglebrook. These items may include but are not limited to: all statements or reports produced by Eaglebrook; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that Eaglebrook chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify Eaglebrook of any changes to Client's e-mail address shown below or other electronic delivery address.

XVIII. Assignment.

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

XIX. Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in Eaglebrook's Privacy Policy Statement.

XX. Death or Disability.

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving Eaglebrook written notice in accordance with the termination provisions of this Agreement.

XXI. Title to Assets.

Except to the extent Client has notified, or in the future notifies, Eaglebrook in writing, Client represents that assets in the Bitcoin SMA belong to Client free and clear of any lien or encumbrances.

XXII. Market Conditions.

Client acknowledges that Eaglebrook's past performance and advice regarding client Bitcoin SMAs cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** Eaglebrook does not guarantee or warrant that services offered will result in profit.

Exhibit I - Identification of Accounts

Below are the accounts (collectively, the “Bitcoin SMA”) included under this Agreement:

- Client’s Eaglebrook Account
- Client’s “Exchange Account” at Gemini Trust Company
- Client’s “Custody Account” at Gemini Trust Company

Exhibit II - Fee Schedule

The following are the fees charged by Eaglebrook for services provided:

Client will pay an annual fee of 1.00% of assets under management plus third-party fees (custody and trading).

The initial billing period will begin when this Agreement is signed by Client and accepted by Manager, and initial funding has been received by the Custodian (the “Inception Date”). The fee will be calculated by Gemini Trust Company (“the Custodian”) daily at 4pm Eastern Time and deducted monthly in arrears, on or around the last Business Day of each calendar month.

The Client directs the Custodian to deduct fees directly from the account. See the Addendum to Gemini Custody Agreement - Financial Advisor Authorization on page 16 for further information.

Exhibit III - Identification of Custodian, Custodian Contact, and Custody Agreement

Gemini Trust Company, LLC

600 3rd Avenue 2nd Floor New York, NY 10016

United States

Kristen Mirabella

Principal, Sales & Relationship Management

(646) 751-4418

Kristen.Mirabella@gemini.com

<http://www.gemini.com/>

Gemini Trust Company, LLC - Custody Agreement

Last updated August 29th, 2019

Introduction

Welcome! Thanks for visiting Gemini, a digital asset platform operated by and proprietary to Gemini Trust Company, LLC (d/b/a Gemini Exchange, LLC in AK, AZ, DE, ID, IL, KS, KY, MA, MI, MN, NC,

ND, NM, OH, OR, SC, SD, UT, and VA; d/b/a Gemini Exchange in WA). You agree and understand that by using our custody services, you are agreeing to enter into this custody agreement (the “Custody Agreement”) by and between you and Gemini Trust Company, LLC, and be legally bound by its terms and conditions, so please read them carefully. Use of the words “we,” “us,” or “our” in this Custody Agreement refers to Gemini Trust Company, LLC and any or all of its affiliates.

Using Our Custody Services

By using our custody services, you represent and affirm that you are at least 18 years old, have the legal capacity to enter into this Custody Agreement by and between you and Gemini Trust Company, LLC, and agree to be legally bound by the terms and conditions of this Custody Agreement in their entirety.

You agree and understand that this Custody Agreement is subject to the terms and conditions set forth in our [User Agreement](#); for the avoidance of doubt, this includes the terms and conditions set forth in the ‘General Provisions’ section of our User Agreement, which also govern this Custody Agreement. In case of conflict, the User Agreement shall control. You further agree and understand that the defined terms used in this Custody Agreement, if defined in our User Agreement, shall have the meanings set forth in our User Agreement.

You agree and understand that by using our custody services following any change to this Custody Agreement, your use of our custody services shall constitute your agreement to the amended Custody Agreement by and between you and Gemini Trust Company, LLC, and you agree to be legally bound by its terms and conditions as amended. You should, therefore, read this Custody Agreement from time to time. You further agree and understand that we have the right to require your affirmative assent and continuing acceptance of this Custody Agreement, from time to time, as a condition of using our custody services. If you do not agree to be bound by this Custody Agreement, you should not use our custody services.

Definitions

You agree and understand that the defined terms used in this Custody Agreement, if not defined in our User Agreement, shall have the meanings set forth below:

“**Accredited Investor**” has the meaning given to it in Rule 501 of Regulation D, 17 C.F.R. § 230.501.

“**Assets**” means any [Supported Digital Assets](#) that have been Delivered to us to be held in a [Custody Account](#) established by us on your behalf (as described in the ‘Custody Account’ section), in each case until such Assets are withdrawn or cease to be Assets pursuant to this Custody Agreement. Assets shall also mean any [Digital Asset](#) resulting from [Forks](#) that we, in our sole discretion, deem to be a Supported Digital Asset.

“**Asset Balance**” means the quantity of each Asset denominated in the appropriate Supported Digital Asset type.

“**Authorized Person**” is any person designated by you to have access to your Custody Account based on the role-based permissions you assign.

“**Blockchain Address**” means a public address on a blockchain in which Assets can be held (including, but not limited to, a Bitcoin address for the Asset commonly known as bitcoin and an Ethereum address for the Asset commonly known as ether).

“**Cold Storage System**” means our proprietary [offline storage system](#) that we use to custody your Assets.

“**Custody Interface**” means the interface of the Gemini platform located at exchange.gemini.com that allows for Custody Account actions including, but not limited to, the ability to view balances and request and approve withdrawals.

“Custody-Only Assets” means Assets for which we only provide custody services and do not list for trading on our exchange.

“Cut-Off Time” means 4pm Eastern Time each [Business Day](#).

“Delivery” (or “Deliver,” “Delivering,” or “Delivered,”) means the transfer of Supported Digital Assets to one or more Blockchain Addresses controlled by the receiving Party and provided by the receiving Party to the sending Party for such transfer. Supported Digital Assets will only be considered Delivered to us after the required number of network confirmations, as determined by us in our sole discretion, have occurred on the blockchain for such Supported Digital Assets.

“Effective Date” means the date of Delivery of Supported Digital Assets from you to us.

“General Instructions” means any notice, instruction, or other communication that is not Proper Instructions. We may rely upon any General Instruction that we believe in good faith has been given by an Authorized Person.

“Other Functionality” means functionality that may be associated with certain Assets including, but not limited to, staking, protocol governance, smart contract functionality, and other similar uses.

“Parties” (each, individually a “Party”) means you or us.

“Proper Instructions” means instructions that have been entered and confirmed via our Custody Interface.

“Withdrawal Request” means a request sent to us via Proper Instructions that specifies the type and amount of Assets to be withdrawn from your Custody Account and the destination Blockchain Address.

Custodian Appointment

You agree to hereby appoint us to act as the custodian of Assets to be held in your Custody Account in accordance with this Custody Agreement, and we accept such appointment and the obligations, duties, and responsibilities set out in this Custody Agreement. By entering into this Custody Agreement, you agree that you intend to create a bailment of Assets with us, and you agree that you intend that we be the bailee.

Custody Account

You agree and understand that we will establish a Custody Account in your name. Your Custody Account will have one or more associated unique Blockchain Addresses in which your Assets will be (i) segregated from any and all other assets held by us and (ii) directly verifiable via the applicable blockchain. We will provide you with all Blockchain Addresses associated with your Custody Account.

The ownership of your Assets will be clearly recorded in our books as belonging to you. Our records will at all times provide for the separate identification of your Assets. We will not loan, hypothecate, pledge, or otherwise encumber any Assets in your Custody Account, absent General Instructions from you.

You agree and understand that nothing herein prevents us from using our Cold Storage System to custody our own property and/or the property of third parties; provided, however, that, at a minimum, separate Blockchain Addresses are utilized to segregate your Assets from such other property.

Delivery

You agree and understand that Supported Digital Assets will only be considered Assets after they have been Delivered to a Blockchain Address provided by us to you. You agree and understand that we have no obligation with respect to any Supported Digital Assets unless such Supported Digital Assets have been so Delivered to us. In addition, you agree and understand that we are not required to accept Delivery of any Supported Digital Assets, and have no liability therefor (except, if Delivered by you, to ensure return by

Delivery of such Supported Digital Assets to you), if we believe that the acceptance thereof would or is reasonably likely to expose us or any of our affiliates to any liability (contingent or otherwise).

Deposits

Deposits of Supported Digital Assets to a Blockchain Address of your Custody Account may occur without our involvement. Deposits will be credited to your Custody Account once they are Delivered.

Withdrawals

Upon submission of a Withdrawal Request via our Custody Interface, all Authorized Persons will receive an email notification informing them of the Withdrawal Request. An Authorized Person (other than the Authorized Person who initiated the Withdrawal Request) must then approve the Withdrawal Request via our Custody Interface (a “Withdrawal Confirmation”).

If only one Authorized Person is designated on a Gemini Account, a Withdrawal Request will be approved following a new or recently successful multi-factor authentication.

Once a Withdrawal Confirmation has been made, your Withdrawal Request will be processed within one [Business Day](#) of the next Cut-Off-Time.

You agree and understand that with respect to Proper Instructions, we cannot authenticate whether or not such Proper Instructions originated from an Authorized Person.

You agree and understand that we have the right to refuse to execute any Withdrawal Request that we believe may be in violation of any [Applicable Laws and Regulations](#).

You agree and understand that we may rely upon any action that we believe in good faith to have been taken by an Authorized Person.

Fees

You agree and understand that we deduct a fee denominated in the respective Asset type (the “Custody Fee”) from the Assets held by us on your behalf. The Custody Fee is: (i) calculated on a daily basis at 4pm Eastern Time; and (ii) accrues each calendar day against your respective Asset Balance beginning on the day the Supported Digital Assets were Delivered to us (i.e., becoming Assets). You also agree and understand that we will deduct the Custody Fee from the Assets we hold on your behalf on a monthly basis, on or around the last Business Day of every calendar month, or more frequently, in our sole discretion. You further agree and understand that we will deduct the accrued and uncollected Custody Fee from the Assets we hold on your behalf any time your Asset Balance falls below the accrued but uncollected Custody Fee, including when you withdraw your Assets.

You agree and understand that we may deduct an administrative withdrawal fee (the “Administrative Withdrawal Fee”) in connection with a Withdrawal Request and in accordance with our Custody Fee Schedule.

The Custody Fee Schedule is incorporated by reference and is made available here:

<https://gemini.com/fees/custody-fee-schedule>

Statements

We will provide you with an itemized account statement (“Custody Statement”) monthly via our Custody Interface, which will list the accrued Daily Fees for your Assets.

Suspension or Termination

You agree and understand that we have the right to suspend and/or terminate our custody services under this Custody Agreement pursuant to the [Account Suspension](#) and [Account Termination](#) provisions of the User Agreement.

Representations, Warranties, and Covenants

You hereby represent and warrant, which representations and warranties shall be continuing and shall be deemed to be reaffirmed each time you initiate a Withdrawal Request or Deliver a Supported Digital Asset to your Custody Account, that:

1. You are at least 18 years old, have the legal capacity to enter into this Custody Agreement by and between you and Gemini Trust Company, LLC, and agree to be legally bound by the terms and conditions of this Custody Agreement in their entirety;
2. If you represent a legal entity, said legal entity is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing;
3. You have the power to enter into this Custody Agreement and to make any Withdrawal Request, and to perform your obligations under this Custody Agreement;
4. Performance of this Custody Agreement does not violate or conflict with any law, judgment, order, regulation, or contractual obligation applicable to or binding on you or any of your Assets;
5. To the best of your knowledge, all required governmental and other consents that are required to have been obtained by you with respect to this Custody Agreement and any Withdrawal Request have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
6. Your obligations under this Custody Agreement constitute your legal, valid, and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));
7. You are in compliance with all Applicable Laws and Regulations, and have obtained all regulatory licenses, approvals and consents as applicable; without limiting the generality of the foregoing, you will not use the services provided by us hereunder in any manner that is, or would result in, a violation of any Applicable Laws and Regulations;
8. You are aware of and familiar with, and have been fully informed of, the risks associated with giving Proper Instructions, and are willing to accept such risks, and you shall (and shall cause each Authorized Person to) safeguard and treat with extreme care any credentials related to Proper Instructions. You understand that there may be more secure methods of giving or delivering Proper Instructions than the methods selected by us and you agree that the security procedures (if any) to be followed in connection therewith provide a commercially reasonable degree of protection in light of particular needs and circumstances. You agree and understand that a Withdrawal Request given pursuant to Proper Instructions may conclusively be presumed by us to have been given by an Authorized Person, and (following a Callback) may be acted upon as given;
9. You agree and understand that Supported Digital Assets are new forms of assets, that the law regarding their ownership, custody, and transfer is developing and uncertain, and that custody of such assets poses certain risks that are not present in the case of more traditional asset classes; and you further agree and understand that you will bear such risks and the potential loss or

diminution in value of Supported Digital Assets due to changes or developments in the law or conditions under existing law in which your rights in and to such Supported Digital Assets are not adequately protected;

10. You agree and understand that (i) we do not own or control the underlying software protocols of networks which govern the operation of Supported Digital Assets, (ii) we make no guarantees regarding their security, functionality, or availability, and (iii) in no event shall we be liable for or in connection with any acts, decisions, or omissions made by developers or promoters of such Supported Digital Assets;
11. You are, upon the Delivery of Custody-Only Assets to your Custody Account, an Accredited Investor and have Delivered such Custody-Only Assets from a wallet that you own and control;
12. You are, upon the submission of a Withdrawal Request for Custody-Only Assets from your Custody Account, Delivering such Custody-Only Assets to a wallet that you own and control; and
13. You are not, and no transferee of Assets pursuant to any Withdrawal Request is, (i) the target of any laws administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws"), or (ii) located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.

We hereby represent and warrant, which representations and warranties shall be continuing and shall be deemed to be reaffirmed each time we process a Withdraw Request, that:

1. We are duly organized and validly existing under the laws of the jurisdiction of our organization or incorporation and, if relevant under such laws, in good standing;
2. We have the power to execute and deliver this Custody Agreement and to satisfy any Withdrawal Request submitted by you, and to perform our obligations under this Custody Agreement, and we have taken all necessary action to perform our obligations under this Custody Agreement;
3. Such performance of our obligations under this Custody Agreement do not violate or conflict with any existing law, judgment, order, regulation, or contractual restriction applicable to or binding on us;
4. Our obligations under this Custody Agreement constitute our legal, valid, and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law));
5. We are a New York State-chartered limited purpose trust company that is authorized under Article III § 96 of the New York Banking Law to provide custodial services with respect to Assets and may, consistent with Rule 206(4)-2 under the Investment Advisers Act of 1940, as amended, act as a custodian of Digital Assets; and
6. We are a Qualified Custodian as defined by the New York Codes, Rules and Regulations Title 23, Part 200.2(n).

For the avoidance of doubt, the representations and warranties in this section are in addition to, not in place of, those set forth in the User Agreement.

Custodial Obligations

1. You understand that we use efforts in accordance with the [Reasonable Care](#) section of our User Agreement in connection with the maintenance of your Custody Account and the custody of your Assets. Notwithstanding the foregoing, no provision of this Custody Agreement shall require us to expend or risk our own funds, property, or otherwise incur any financial liability, in the performance of any of our duties hereunder.
2. You agree and understand that the [General Provisions](#) section of our User Agreement, including the [Disclaimer of Warranties](#), [Disclaimer of Liability](#), [Reasonable Care](#), [Force Majeure](#), and [Indemnities](#) sections, governs this Custody Agreement.
3. You agree and understand that [Forks](#) may result in Forked Networks and us holding an identical amount of Digital Assets associated with each Forked Network. You further agree and understand that with respect to Forks, we will act in accordance with and pursuant to the User Agreement, entered into by and between you and us, and amended from time to time.
4. You agree and understand that, unless provided explicitly in this Custody Agreement, as may be revised from time to time, we will not support any Other Functionality associated with any Assets.
5. You agree and understand that we shall deduct a Daily Fee from the Assets of each Supported Forked Network held by us on your behalf pursuant to the [Custody Fee Schedule](#).
6. You agree and understand that in the event of a market disruption, we may, in our sole discretion, do one or more of the following: (i) suspend access to our custody services; or (ii) prevent you from completing any actions via our custody services. We are not liable for any losses suffered by you resulting from such actions. Following such an event, when custody services resume, you agree and understand that the prevailing market prices may differ significantly from the prices prior to such event.
7. You agree and understand that with respect to Digital Assets related to [Unsolicited Transfers](#), we will act in accordance with and pursuant to the User Agreement.
8. You agree and understand that with respect to Digital Assets related to [Airdrops](#), we will act in accordance with and pursuant to the User Agreement.
9. You agree and understand that in no event shall either Party be liable under or in connection with this Custody Agreement for indirect, special, incidental, punitive, consequential losses, or damages of any kind whatsoever, including, but not limited to, lost profits, whether or not foreseeable, even if the Party has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.
10. You understand that we keep and maintain, or cause to be kept, accurate books and records with respect to any Custody Account and Assets, including with respect to the receipt and withdrawal or transfer thereof.
11. You understand that we may perform any of our duties or obligations under this Custody Agreement through subcontractors or agents (including affiliates), whenever and on such terms and conditions as we, in our sole discretion, deem necessary or appropriate to perform such duties or obligations or liabilities; provided, however, that no arrangement with such subcontractor or agent shall discharge us from our obligations hereunder.
12. You agree and understand that we have no duty or responsibility to inquire into, make recommendations with respect to, supervise or determine the suitability of any transactions involving any Digital Assets, Supported Digital Assets, or Assets (and nothing herein shall be construed as such). Nothing in this Custody Agreement obliges us to extend credit, grant financial

accommodation, or otherwise advance funds or assets to or for your benefit for the purpose of meeting any of your obligations or otherwise, unless such matters have been separately agreed to in writing between you and us.

13. You agree and understand that we maintain the right to retain or set-off, against any Assets (or the value thereof, as reasonably determined in our sole discretion), any obligations that you may have to us.
14. You agree and understand that we are authorized to supply any information regarding any Custody Accounts or Assets that is required by any law, regulation, or rule now or hereafter in effect, or which may be requested by law enforcement. To the extent permitted by law, we may provide you with notice of any such request for information.
15. You agree and understand that we have no duties or responsibilities with respect to any Custody Account or Assets except such duties and responsibilities as are specifically set forth in this Custody Agreement, and no covenant or obligation shall be implied against us in connection with this Custody Agreement.
16. You agree and understand that we maintain a commercially reasonable system for (i) recovery, in case of disaster, of all of its records associated with your Custody Account, and (ii) the continued provision of the services under this Custody Agreement in the event of any [Downtime and Maintenance](#) .

Your Obligations

1. You agree and understand that we reserve the right to change, modify, or increase our [Custody Fee Schedule](#) at any time. Any change to our Custody Fee Schedule will be posted for at least three calendar days before it takes effect and no change will be in effect for less than 30 calendar days.
2. You agree to indemnify and hold us and our affiliates harmless, pursuant to the [Indemnities](#) section of the User Agreement, from and against any and all losses, claims, or liabilities (including reasonable fees and expenses of counsel) incurred by or asserted against us by reason of, or in connection with, any action or inaction by you, or otherwise arising out of your performance hereunder. This indemnity shall be a continuing obligation of you and your successors and assigns, notwithstanding the termination of the services provided under this Custody Agreement.
3. You agree to be responsible for, and shall pay, all taxes, assessments, duties, and other governmental charges, including any interest or penalty rightfully owed by you with respect thereto, with respect to any Assets or any transaction related thereto.
4. You agree and understand that you and any and all Authorized Persons are required to successfully complete our [Account Opening](#) process pursuant to our [BSA/AML Policy](#), which may be amended from time to time.
5. You agree that you will promptly inform us if (i) you are or become the target of any laws administered by OFAC or any other governmental entity imposing economic sanctions and trade embargoes, (ii) you are or become located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity, or (iii) you become aware that you or any Asset, or any transaction involving an Asset, are or become the target of any investigation (including the reasonable details thereof).

Addendum to Gemini Custody Agreement - Financial Advisor Authorization

This Addendum to the Gemini Custody Agreement (this **Addendum**) sets forth additional provisions by which you may appoint your Financial Advisor as an Authorized User on your Account and by which you may direct Gemini Trust Company, LLC (**we, us, our** or **Gemini**) to accept instructions from your Financial Advisor on your behalf. Except as expressly modified by this Addendum, your use of the Gemini Platform is at all times subject to the Gemini User Agreement found at <https://gemini.com/legal/user-agreement> (as modified from time to time, the **User Agreement**) and Gemini Custody Agreement found at <https://gemini.com/legal/custody-agreement> (as modified from time to time, the **Custody Agreement**). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the User Agreement or Custody Agreement, as applicable.

1. **Definitions.** For purposes of the Custody Agreement and this Addendum:

- a. **Investment Management Agreement** means a contract signed by you and your Financial Advisor, in a manner acceptable to Gemini, by which you designate the Financial Advisor as an Authorized Person on your Account and direct the Financial Advisor to act as your agent for purposes set forth in this Addendum.
- b. **Authorized Person** means any person (including the Financial Advisor as defined below) designated by you to have access to your Custody Account based on the role-based permissions you assign. Gemini shall have no duty to question the authority of any such Authorized Person. Gemini is entitled to assume, without further inquiry, that any instructions or directions executed through the Financial Advisor originate from the Authorized Person or from you.
- c. **Financial Advisor** means a Broker, Financial Advisor, or Investment Professional Either a securities broker-dealer registered as such under the Securities Exchange Act of 1934, a bank as defined in Section 3(a)(6) of the Securities Exchange Act of 1934, or an investment advisor registered under the Investment Advisors Act of 1940, which you have designated as your agent in the Account Application or as evidenced in a manner acceptable to and filed with Gemini. Unless you otherwise notify us in writing, Financial Advisor shall include any successor(s) of the designated Financial Advisor by merger, consolidation or acquisition.

2. **Appointment of Financial Advisor as Authorized Person.** The Financial Advisor shall be designated as an Authorized Person and appointed by the you in the Investment Advisory Contract (or in another manner acceptable to and filed with Gemini) as your agent to (i) execute such investment directions with respect to Assets, as you may give under the terms of the Custodial Account, including the execution of purchase and sale orders, (ii) direct Gemini to perform certain nonmonetary transactions on your behalf, as permitted by Gemini, and (iii) perform such other duties and responsibilities and execute such other instructions and directions, on your behalf as may be set forth under this Addendum, as amended from time to time. The duties and responsibilities imposed on the Financial Advisor through this Addendum shall be accepted by the Financial Advisor upon the earlier of the following: (i) the Financial Advisors written acceptance of such duties and responsibilities, as demonstrated by the Financial Advisors signature on your Investment Advisory Contract (or in another manner acceptable to and on record with Gemini), (ii) the delivery by the Financial Advisor of an instruction, direction, or inquiry to Gemini with respect to your Custody Account, or (iii) the Financial Advisors receipt of compensation as a result of Assets maintained in the Custodial Account. You understand that the duties and responsibilities imposed on the Financial Advisor through this Agreement may be transferred to another financial advisor with appropriate direction and representation from such other financial advisor in a manner acceptable to and filed with Gemini, including representation from the new Financial Advisor that it has obtained your affirmative consent for the transfer, or appointment by you directly of the new Financial Advisor.

3. **Roles and Responsibilities of Financial Advisor.** Gemini is hereby authorized to accept instructions and directions from you through the Financial Advisor. We may rely, without independent inquiry, and shall be held harmless in so relying, upon any such instructions and directions executed by the Financial Advisor as being made by you. You agree to hold Gemini harmless from and against any losses, cost or expenses arising in connection with the delivery or receipt of any such communication(s), provided we have acted in accordance with the above.

4. **Authorization for Disbursement of Financial Advisor Fees.** Unless you have notified Gemini in writing that you will be invoiced the FA Fees directly, you hereby (i) expressly authorize us, to disburse from the Account payment to your Financial Advisor the fees set forth below for financial advisory services rendered with regard to Account Assets (FA Fees) and (ii) direct Gemini to deduct the FA Fees from the Assets held by us on your behalf and to remit the FA Fees in kind to your Financial Advisor.

Deduct FA Fees from my Account as follows: [1% per annum on all Assets in the Account subject to the Investment Advisory Contract]

Unless you otherwise instruct Gemini in writing, the FA Fees will be calculated on a daily basis at 4pm Eastern Time and deducted on a monthly basis in arrears, on or around the last Business Day of each calendar month. You understand and agree that the FA Fees are charged by your Financial Advisor and are not a part of the Custody Fees charged by Gemini for our services under the Custody Agreement.

5. **Limited Liability; Indemnity.** Any instruction provided to Gemini under this Addendum shall be in a form and manner acceptable to us. You and your Financial Advisor each acknowledge and agree (i) that we shall not incur any liability for executing instructions under this Addendum and (ii) to indemnify, defend, and hold all of us harmless from all actions, claims, liabilities, losses, costs, attorneys fees, or damages associated with our compliance with any such instruction, in each case that any of us reasonably believe in good faith to be valid.