

## **USER AGREEMENT DIGITAL ASSET SECURITIES ACCOUNT**

This is a User Agreement (“Agreement”) entered into between you and Ohanae Securities, LLC (“Ohanae Securities”) that outlines the terms under which you are allowed to buy, sell, and hold Digital Asset Securities and the other related Services offered by Ohanae Securities in your digital asset securities account (“Digital Asset Securities Account”). You agree that your Digital Asset Securities Account has been opened by us in accordance with the instructions supplied in the new account application (the “Application”) and that by opening a Digital Asset Securities Account you are certifying that you have read, understood, or have secured professional guidance as to the terms used and accept all of the terms and conditions contained in this Agreement. You have requested that we link your Digital Asset Securities Account to your Ohanae, Inc., Identity (“Ohanae ID”). For your convenience, the login credentials for your Digital Assets Securities Account will be the same credentials used to access your Ohanae ID.

Throughout this Agreement, the terms “you,” “your,” and “account owner” refer to the Ohanae Securities customer that has applied for the Digital Asset Securities Account governed by this Agreement (the “Customer”), and the terms “we,” “our,” and “us” refer to Ohanae Securities.

**A DIGITAL ASSET SECURITIES ACCOUNT CONTAINS DIGITAL ASSET SECURITIES AS DEFINED BY THE SEC. THESE ASSETS ARE NOT INSURED BY THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC) OR ANY OTHER PUBLIC AGENCY OR BY A PRIVATE INSURER, AGAINST RISKS, INCLUDING AGAINST FRAUD, MANIPULATION, CYBER THEFT OR THEFT BY OTHER MEANS. THE VALUE OF DIGITAL ASSET SECURITIES IS SUBJECT TO FURTHER RISKS, INCLUDING THE RISKS RELATING TO VALUATION, EXTREME PRICE VOLATILITY, AND LIQUIDITY ASSOCIATED WITH DIGITAL ASSET SECURITIES. THESE CAN RESULT IN SIGNIFICANT LOSSES IN A SHORT TIME, INCLUDING POSSIBLY A LOSS OF TOTAL VALUE. THE PRICE AND LIQUIDITY OF DIGITAL ASSET SECURITIES HAVE BEEN SUBJECT TO SIGNIFICANT FLUCTUATIONS IN THE PAST AND MAY BE SUBJECT TO LARGE FLUCTUATIONS IN THE FUTURE. ALL OF THE FOREGOING RISKS SHOULD BE WEIGHED CAREFULLY BEFORE OPENING A DIGITAL ASSET SECURITIES ACCOUNT AND BEFORE YOU INITIATE DIGITAL ASSET SECURITIES TRANSACTIONS. YOU SHOULD ASK YOURSELF WHETHER TRADING IN OR HOLDING DIGITAL ASSET SECURITIES IS APPROPRIATE IN VIEW OF YOUR PARTICULAR FINANCIAL SITUATION.**

## **YOUR DIGITAL ASSET SECURITIES ACCOUNT USER AGREEMENT**

1. Your Digital Asset Securities Account, along with any other future documents applicable to your account that you have or will receive from us, are incorporated herein by reference as part of this User Agreement.
2. The fees and other charges relating to your Digital Asset Securities Account and other pertinent information related to the account are subject to change from time to time at our discretion. We will notify you in advance in the event that there are changes to the fees, charges, or other items that could affect your account.
3. You must be over 18 years of age in order to open a Digital Asset Securities Account. Other factors that determine eligibility are included in the account application, but Ohanae Securities retains the right to modify application requirements from time to time at its discretion.
4. In order to open a Digital Asset Securities Account, you first must install the Ohanae mobile app (Android, iOS, Windows) and register an Ohanae ID with Ohanae, Inc. A Digital Asset Securities Account requires that you satisfy the account opening process requirements, among other things, satisfactorily passing identity verification as set out in the Investor Suitability Questionnaire that includes the USA PATRIOT Act Notice. Any information you provide in connection with the account application will be maintained as confidential.
5. You retain responsibility for the security of your Digital Asset Securities Account. The passphrase and account information relating to your access to your Digital Asset Securities Account are created locally by you and safeguarded by you and their security is your sole responsibility.
6. You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your account identity or protect you and/or us against fraud or other financial crime, and to take action we reasonably deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to credit reference in fraud prevention or financial crime agencies and these

agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on your credit rating.

### **CUSTODY SERVICES FOR DIGITAL ASSET SECURITIES ONLY**

1. The only Digital Asset Securities that may be included on the Digital Assets Securities Account are uncertificated equity shares (“Equity Tokens”). In the event that a digital asset security no longer qualifies as an uncertificated equity share Ohanae Securities will be required to liquidate that asset and withdraw the liquidation proceeds.
2. You hold the Digital Asset Securities directly in your Digital Asset Securities Account as all cash proceeds are converted to Ohanae Coins (OUSD) on the Digital Assets Securities Account.
3. Each Ohanae Coin represents a banking device that reflects a deposit of money in a non-interest bearing FBO (“For the Benefit Of”) account in a commercial bank. By using an FBO account, your funds are identified as yours on the Ohanae blockchain but are maintained in a custodial account by a Bank that provides deposit insurance through the FDIC for up to \$250,000.
4. Specifically, an Ohanae coin represents a non-interest-bearing deposit of \$1 into a bank that is backed by, and redeemable at will for one US Dollar. An FBO account allows a bank to maintain customer deposits whose ownership records are maintained on a remote blockchain. Each account owner on the blockchain is entitled to \$250,000 of insurance as offered by the Federal Deposit Insurance Corporation (“FDIC”). The FDIC’s assets are, in turn, backed by the full faith and credit of the U.S. Government. Ohanae does not have any proprietary interest in the customer’s funds on deposit in such FBO account, an additional layer of protection for the investor. Amounts in excess of \$250,000 are not insured.
5. All custody of and trading in Digital Asset Securities is performed for us by our licensed third-party service provider.
6. Your Digital Asset Securities Account does not support traditional securities, only digital asset securities that meet the Howey Test may be traded on the Digital Asset Securities Account.

7. An authorization to access and manage assets on a digital blockchain-based wallet, often called a “private key,” will be accessible **only by the user** through locally generated biometric facial recognition or a passphrase linked to the user’s Ohanae ID. Ohanae Securities **will not have access to any users’ wallet or private key**, but will maintain control of the Ohanae ID validation tools required to control access to transactions on the digital blockchain-based wallet. Consequently, if a user loses its passphrase or is not able to log in using biometric facial recognition, there is a risk to the user of permanently losing access to the assets in the wallet. To address this, Ohanae, Inc., has created **a recovery system** where a user may attempt to recover the user’s passphrase in the event the user is unable to access its account.
8. You can only buy and hold Approved Digital Asset Securities in your Digital Asset Securities Account that are or were acquired through us. The Digital Asset Securities Account does not support deposits of digital asset securities whether or not they are Approved Digital Asset Securities that are or were not acquired through us into your Digital Asset Securities Account. You will be able to sell Approved Digital Asset Securities held in your Account and the sales proceeds will be deposited into your linked Digital Assets Securities Account and may be withdrawn or transferred thereafter in accordance with your Digital Assets Securities Account agreement and disclosures. No other platforms for trading are linked to the Ohanae Digital Asset Securities Account.
9. All Approved Digital Asset Securities held in your Digital Asset Securities Account are held by us for your benefit as described below in further detail.
  - a. Title to Approved Digital Asset Securities shall at all times remain with you and shall not transfer to us. We shall have no liability for fluctuations in the value of your Approved Digital Asset Securities. None of the Approved Digital Asset Securities in your Digital Asset Securities Account are the property of Ohanae Securities or may be loaned to us; we do not represent or treat Approved Digital Asset Securities in Customer Digital Asset Securities Accounts as belonging to us. We may not grant a security interest in the Approved Digital Asset Securities held in your Digital Asset Securities Account. Except as required by a facially valid court order, or except as provided herein, we will not sell, transfer, loan,

- hypothecate, or otherwise alienate Approved Digital Asset Securities in your Digital Asset Securities Account unless instructed to do so by you.
- b. You control the deposit and disposal of Approved Digital Asset Securities in your Digital Asset Securities Account. At any time, subject to outages, downtime, and other applicable policies, you may instruct us to liquidate the Approved Digital Asset Securities in your Digital Asset Securities Account and withdraw the sale proceeds. As long as you continue to maintain Approved Digital Asset Securities in your Digital Asset Securities Account, we shall retain control over electronic private keys associated with blockchain addresses operated by us, including the blockchain addresses that hold your Approved Digital Asset Securities.
  - c. We will at all times maintain separate ledgers for Customer Accounts such that Customer Account balances will accurately reflect the respective percentages of Approved Digital Asset Securities held in the wallets that are owned by each Customer compared to the entirety of wallets. Digital Asset Securities in Customer Accounts are held apart from Ohanae Securities's corporate assets and Ohanae Securities will neither use these assets for its operating expenses or any other corporate or business purposes, nor will it voluntarily make these Digital Asset Securities available to its creditors in the event of bankruptcy.

## **DIGITAL ASSET SECURITIES TRANSACTIONS**

1. We offer Digital Asset Securities Account holders the ability to buy, sell and hold non-certificated Digital Asset Securities.
2. Transactions in Approved Digital Asset Securities Are Subject to Certain Trading Rules. We currently operate the proprietary database and all trades are executed automatically based on the instructions in the Customer's order.
3. Order Types

- a. Customers can enter an order either to buy or sell Digital Asset Securities at offering prices in exchange for US Dollars that have been converted to Ohanae Coins, backed by the FBO Account and convertible into US Dollars 24x7.
- b. Currently, the Digital Assets Security Account does not permit or offer limit orders, barter orders or orders in which one Approved Digital Asset Security is exchanged for another, or any other types of orders beyond buying or selling as an order for immediate execution.

#### 4. Placing Your Order

- a. Customer initiates an order to buy or sell Approved Digital Asset Securities through the Digital Asset Securities Account dashboard on the Ohanae Platform.
  - b. Upon receipt of a Customer's order details, we will confirm that the Customer has the funds in their Digital Assets Security Account (in the case of a purchase order) or Approved Digital Asset Securities in their Digital Asset Securities Account (in the case of a sale order) required to execute the order, and, if so, we relay the order to the Ohanae Platform for execution.
5. Approved Digital Asset Securities purchased by Customer will be recorded by us on our blockchain for the benefit of Customers, at which point we will immediately cause an update to our internal recordkeeping system to ensure the relevant Customer Digital Asset Securities Account is credited to reflect the purchase and the relevant Customer Digital Assets Securities Account is debited in the amount of the purchase price and any applicable transaction fees.
  6. Approved Digital Asset Securities sold by Customer will be debited as Ohanae Coins maintained by FBO Account for the benefit of our Customers who retain ownership, at which point we will immediately cause an update to our internal recordkeeping system to ensure the relevant Customer Digital Asset Securities Account is debited to reflect the sale and the relevant Customer Digital Assets Security Account is credited in the amount of the cash proceeds in the form of Ohanae Coins from the sale.

7. Reversals. You cannot reverse, cancel or change any transaction once it has been authorized. If your payment method has insufficient funds, you reverse the payment transaction, or we otherwise do not receive payment for your transaction, you authorize us, in our sole discretion, to (i) debit any other balance you hold in your Ohanae Digital Asset Securities Account, (ii) debit any other funding source you have linked to any Ohanae Digital Asset Securities account (iii) remove the Digital Asset Securities from your account for which we did not receive payment and/or (iv) take any other action that we deem necessary to collect payment for your transaction, as allowed or required by relevant laws and regulations.
8. Cancellation. We also reserve the right to reject, cancel, or, to the extent possible, reverse a transaction, if (i) we believe that the transaction relates to any prohibited or restricted activities; (ii) we have placed a hold or limitation on your Digital Assets Securities Account; (iii) we have suspended your Digital Asset Securities Account, (iv) we believe the transaction involves money laundering, terrorist financing, fraud or any other type of crime or (v) in response to a subpoena, court order, or other government order. In such instances, regardless of the reason we have rejected, cancelled or reversed your transaction and regardless of the reason we have lifted or reversed that restriction, we do not guarantee you will be able to reinitiate your transaction at the same price or on the same terms as the transaction that we did not process, or that was cancelled or reversed.
9. Balances. Any balance in your Digital Asset Securities Account represents your ownership of the amount of each type of Approved Digital Asset Securities shown. Ohanae holds the Approved Digital Asset Securities owned by you with the Approved Digital Asset Securities owned by other Ohanae Digital Asset Securities Account holders in an omnibus account. We keep a record on our private blockchain of your interest in that omnibus account based on the amount of each type of Approved Digital Asset Securities that is reflected in your balance. The Approved Digital Asset Securities are fungible and you do not own any specific, identifiable, Digital Assets Securities held in an omnibus account. When you view your Digital Asset Securities balance, we will show you the number of units of each type of Approved Digital Asset Securities you own. The price of digital asset securities will rise and fall over time, and the price may sometimes change quickly and dramatically. So, even if the number of each type of Approved Digital Asset Securities you hold remains the

same, the U.S. dollar equivalent value will change as the market price of each Approved Digital Asset Security fluctuates. The U.S. dollar value we display on the Digital Assets Securities Account is an estimate based on market data. This estimate does not represent the value you will receive if you actually sell your Approved Digital Asset Securities or the price you will pay to buy more Approved Digital Asset Securities and does not include our spread or transaction fees.

The Ohanae Coin is not a Digital Asset Security but rather an entry in a digital wallet that exists in an FBO Account at a Bank and registered as to the purchaser's ownership on Ohanae's database. Banks are allowed to offer such payment systems as they are authorized by the provisions of 12 C.F.R. Part 330; FDIC General Counsel's Op. No. 8 (Nov. 13, 2008), which also provides that an account that meets the definition of a fiduciary or agency account is entitled to "pass-through" deposit insurance coverage from the FDIC through the third party who establishes the account to the actual owner/principal, provided certain conditions are met. "Pass-through" deposit insurance provides that when funds are deposited by a fiduciary or custodian on behalf of one or more actual owners of the funds, the FDIC will insure the funds as if the actual owners had established the deposit. "For Benefit Of" (FBO) accounts, which permits a company to manage funds on behalf of—or for the benefit of—one or more of their users, without assuming legal ownership of the account. Ohanae utilizes FBO accounts with a Bank, meaning that Ohanae maintains users' funds in bank accounts that are for the benefit of its users. The purpose of this is so that all purchasers' funds are maintained in accounts that have \$250,000 in "pass-through" FDIC insurance. Any funds deposited that exceed the limits of Federal insurance are not covered by the Federal Deposit Insurance Corporation (FDIC).

10. Transaction Fees. We will not charge transaction fees to the relevant Customer Digital Assets Securities Account for each transaction in Approved Digital Asset Securities entered into by a Customer.
11. Transaction History and Account Statements. You can view your Digital Asset Securities Account transaction history by logging into your Digital Asset Securities Account. Your Digital Asset Securities Account dashboard will also include information on your purchase of Approved Digital Asset Securities and the proceeds from the sale of your Approved Digital Asset Securities, as well as your beginning and ending Approved Digital Asset Securities balance.



12. Termination of the Digital Asset Securities Account. If we close your Digital Asset Securities Account, and your account holds Approved Digital Asset Securities, you authorize us, in our discretion and at any time, to liquidate the Approved Digital Asset Securities in your account into U.S. dollars at the price that otherwise applies to the sale of Approved Digital Asset Securities. You understand that the value of Approved Digital Asset Securities may rise or fall quickly and that we have no obligation to sell at a time that provides the best price for you. While Ohanae Securities will notify you that your Digital Asset Securities Account has been closed, regardless of how quickly we sell your Approved Digital Asset Securities, we have no obligation to give you notice before we sell. If we liquidate your Approved Digital Asset Securities, we will credit any unrestricted funds to your Digital Assets Securities Account. Please note that there may be tax consequences from any gain or loss you incur if we liquidate your Approved Digital Asset Securities.
13. Suspended, Restricted, Deactivated or Canceled Access to Ohanae Platform. Our agreement with our current service provider platform may include a provision allowing the service provider to suspend, restrict, deactivate or cancel access to the Digital Assets Security Account under certain circumstances.
14. No Transfers. You currently are NOT able to use Approved Digital Asset Securities to pay for goods or services, or withdraw Approved Digital Asset Securities from your Digital Asset Securities Account to an external digital asset wallet. If you want to withdraw the value from your Digital Asset Securities Account, you will need to sell your Approved Digital Asset Securities and withdraw the cash sale proceeds.

## **ACCOUNT CLOSURE**

1. You may close your Digital Asset Securities Account by liquidating the Approved Digital Asset Securities held in the Digital Asset Securities Account and notifying us of your intention to close the Account.
2. Please note that there may be tax consequences from any gain or loss you incur when you sell your Digital Asset Securities. You can terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your Digital Asset Securities Account

even after the account is closed. You must sell any Digital Asset Securities in your Digital Asset Securities Account before closing your accounts. You may transfer Digital Asset Securities from your Digital Asset Securities Account to another Digital Asset Securities wallet.

## **SECURITY CONCERNS AND DATA PROTECTION**

1. We shall only use Customer's Personal information in order to provide Services to the Customer as outlined in this Agreement, to comply with our legal obligations, and for research and development. We will only disclose Customer information externally in an anonymized or aggregated form that does not identify Customer and does not include any persistent identifiers (such as device identifiers, IP addresses, and cookie IDs).
2. Our Privacy Policy sets out our permitted use of any Personal information collected by us relating to any natural persons, which may include Customers and representatives of Customers.
3. We may enter into one or more third-party agreements and will rely on such third-party service providers to implement and maintain reasonable information security programs with respect to securing and safeguarding Approved Digital Asset Securities of Customers and their confidential information. Any such program will include policies and procedures that are reasonably designed to safeguard the third-party electronic systems and customer confidential information from, among other things, unauthorized access or misuse. In the event of a Data Security Incident (defined below), we shall promptly notify Customer and such notice shall include the following information: (i) a description of the incident in general terms; (ii) the type of information that was subject to unauthorized access or use; (iii) measures taken by us to protect Customers from further unauthorized access; (iv) the telephone number that Customers can call for further information and assistance; and (v) information on how to report incidents of suspected identity theft or suspicious activity promptly to the "Data Security Incident" is defined as any incident whereby (a) an unauthorized person (whether within Ohanae Securities, or a third party) acquired or accessed

Customer's information, or (b) Customer's information is otherwise lost, stolen or compromised.

## **ACCEPTABLE AND PROHIBITED USE PRACTICES**

1. **Prohibited Use.** Customer represents and warrants that Customer will not use their Digital Asset Securities Account for any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, the financing of terrorism, other violent activities or any prohibited market practices.
2. **Conditional Use.** Express written consent and approval from us must be obtained prior to using a Digital Asset Securities Account if you use a Digital Asset Securities Account in connection with any businesses, activities, or practices that require special scrutiny. We may also require you to agree to additional conditions, make supplemental representations and warranties, complete enhanced on-boarding procedures, and operate subject to restrictions if you use a Digital Asset Securities Account in connection with any of businesses, activities, or practices that require special scrutiny.
3. **Acceptable Use.** Digital Asset Securities Account is only to be used for trading and holding Approved Digital Asset Securities.
4. **Unclaimed Property.** If we are holding Approved Digital Asset Securities in your Digital Asset Securities Account and are unable to contact you and we have no record of your use of the Digital Asset Securities Account for several years, applicable law may require us to report these Approved Digital Asset Securities as unclaimed property to the applicable jurisdiction. If this occurs, we will try to locate you at the address shown in our records, but if we are unable to locate you, we may be required to deliver any such Approved Digital Asset Securities (or the proceeds from their sale) to the applicable state or jurisdiction as unclaimed property.
5. **Password Security; Contact Information.** You are responsible for creating a strong passphrase locally and maintaining adequate security and control that you use to access your Digital Asset Securities Account. Any loss or compromise of the foregoing information may result in unauthorized access to your Digital Asset Securities Account by third parties and the loss or theft of any funds or Approved Digital

Asset Securities held in your Digital Asset Securities Account and any associated accounts. You are responsible for keeping your email address and telephone number up to date in your Digital Asset Securities Account information in order to receive any notices or alerts that we may send you. You should never allow remote access or share your computer screen with someone else when you are logged on to your Digital Asset Securities Account. We will never under any circumstances ask you for your IDs, passphrase, or two-factor authentication codes. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of us and/or failure to follow or act on any notices or alerts that we may send to you. In the event you believe your Account information has been compromised, contact customer support immediately at 1-888-617-7288.

6. Taxes. It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Digital Asset Securities Account, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.
7. No Investment Advice or Brokerage. For the avoidance of doubt, we do not provide investment, tax, or legal advice, nor do we broker securities trades on your behalf. All trades are executed automatically, based on the parameters of your order instructions and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your Personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation. We may provide educational information about Approved Digital Asset Securities, as well as digital asset securities that are not Approved, in order to assist Customers in learning more about such digital asset securities. Information may include, but is not limited to, blog posts, articles, links to third-party content, news feeds, tutorials, and videos. The information provided on this website or any third-party sites does not constitute investment advice, financial advice, trading advice, or any other sort of advice, and you should not treat any of the website's content as such. We do not recommend that any digital asset securities should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any digital asset securities, you should conduct your own due diligence and consult your financial advisors before making any investment decision. We will not be held responsible for the decisions you make to buy, sell, or hold any digital

asset securities based on the information provided by us or any of our partners or affiliates.

## **CUSTOMER SERVICE ISSUES AND DISPUTE RESOLUTION PROCEDURES**

1. Please note that we may be required to respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order (“Legal Process”) that we believe to be valid. We or any of our third-party service providers may deliver or hold any funds or any data as required in response to such Legal Process. Where permitted by law, we will make reasonable efforts to provide you notice of such Legal Process by sending a copy to the email address we have on file for you. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with any Legal Process.
2. If you have feedback, or general questions, contact us at 1-888-617-7288. When you contact us, please provide us with your name, address, and any other information we may need to identify you, your Account(s), and the transaction on which you have feedback or questions.

If you believe your account has been compromised, you may also report your claim by calling 1-888-617-7288. We require that all legal documents (including civil subpoenas, complaints, and small claims) be served on our authorized representative at 1460 Broadway, New York, NY 10036. By accepting service of a legal document, we do not waive any objections we may have and may raise in response to such document.

3. **Formal Complaint Process.** If you have a dispute with us, you agree to contact us through our support team to attempt to resolve any such dispute amicably. If we cannot resolve the dispute through our support team, you and we agree to use the Formal Complaint Process set forth below. You agree to use this process before filing any arbitration claim or small claims action. If you do not follow the procedures set out in this Section before filing an arbitration claim or suit in small claims court, we shall have the right to ask the arbitrator or small claims court to dismiss your filing unless and until you complete the following steps.

- a. You will file a formal written complaint describing your complaint, how you would like the complaint to be resolved and all information you believe to be relevant to your complaint.
  - b. We will acknowledge receipt of your written complaint promptly upon receipt. Your complaint will be reviewed by our customer service based on the information provided and the information in our possession. Within 20 days of receipt of your written complaint we will send you a notice by electronic mail with one of the following: an offer to resolve your complaint, or a rejection of your complaint and an explanation of the basis for the rejection. In the unlikely event that we cannot respond to your complaint within 20 days of receipt, we will notify you of the delay and provide you with a deadline by which we will respond.
4. Binding Arbitration: In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's intellectual property (such dispute will be determined by the United States District Court for the Southern District Of New York, will be determined by arbitration in New York City, NY before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, which can be accessed here: <https://www.adr.org/>

All parties may elect to seek relief in their local small claims court rather than arbitration for disputes or claims within the scope of its jurisdiction so long as the matter remains in small claims court and proceeds on an individual basis. The arbitrator will apply the substantive law of the State of New York, exclusive of its conflict or choice of law rules. If the American Arbitration Association is no longer in business or refuses or declines to administer any dispute between the parties brought before it, either party may petition the United States District Court for the Southern District of New York to appoint the arbitrator. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing

applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

- a. Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.
- b. Service of Process: Each party hereby irrevocably and unconditionally consents to service of process through Personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.
- c. Class Waiver: To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.
- d. Provision of an Award: Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of New York. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in New York. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal or review.
- e. Fees: Each party will advance one-half of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration

reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

- f. Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.
  - g. Conflict of Rules: If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.
5. Limitation of Liability. IN NO EVENT SHALL OHANAE SECURITIES, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (I) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL ASSET SECURITIES ON DEPOSIT IN YOUR DIGITAL ASSETS SECURITIES ACCOUNT(S) AT THE TIME OF THE EVENT OR CIRCUMSTANCE GIVING RISE TO YOUR CLAIM OR (II) FOR ANY LOST PROFITS, LOSS OF GOODWILL OR REPUTATION, LOSS OF DATA, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF



THE OHANAE SECURITIES SITE OR THE OHANAE SECURITIES SERVICES, OR THIS AGREEMENT, EVEN IF OHANAE SECURITIES HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF OHANAE SECURITIES'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, BY WAY OF EXAMPLE ONLY (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), THAT IF YOU CLAIM THAT OHANAE SECURITIES FAILED TO PROCESS A BUY OR SELL TRANSACTION PROPERLY, YOUR DAMAGES ARE LIMITED TO NO MORE THAN THE LESSER OF THE VALUE OF THE SUPPORTED DIGITAL ASSET SECURITIES AT ISSUE IN THE TRANSACTION OR THE TOTAL VALUE OF THE SUPPORTED DIGITAL ASSET SECURITIES ON DEPOSIT IN YOUR DIGITAL ASSETS SECURITIES ACCOUNT(S), AND THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. OHANAE SECURITIES'S TRADING AND ACCOUNT MANAGEMENT ACTIVITIES ("OHANAE SECURITIES SERVICES") ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OHANAE SECURITIES SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. OHANAE SECURITIES DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE OHANAE SECURITIES SITE, ANY PART OF THE OHANAE SECURITIES SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. OHANAE SECURITIES DOES NOT GUARANTEE THAT ANY ORDER WILL BE EXECUTED, ACCEPTED, RECORDED OR REMAIN OPEN. EXCEPT FOR THE EXPRESS STATEMENTS SET FORTH IN THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED UPON ANY OTHER STATEMENT OR UNDERSTANDING, WHETHER

WRITTEN OR ORAL, WITH RESPECT TO YOUR USE AND ACCESS OF THE OHANAE SECURITIES SERVICES AND OHANAE SECURITIES SITE. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT OHANAE SECURITIES WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (I) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL ASSET SECURITIES PRICE DATA, OR ANY ERROR, DELAY OR INTERRUPTION IN THE TRANSMISSION OF SUCH DATA; (II) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF OR ANY OF THE OHANAE SECURITIES SERVICES OR ANY WEBSITE OR SERVICE LINKED TO OUR WEBSITE; (III) GLITCHES, BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN OUR WEBSITES, SOFTWARE, SYSTEMS OPERATED BY US OR ON OUR BEHALF OR ANY OF THE OHANAE SECURITIES SERVICES; OR (IV) A SUSPENSION OR OTHER ACTION TAKEN WITH RESPECT TO YOUR DIGITAL ASSETS SECURITIES ACCOUNT.

7. We provide the Services from facilities in the United States. We do not claim, and we cannot guarantee that Services we provide from the United States are or will be appropriate or available for any other location or jurisdiction, comply with the Laws of any other location or jurisdiction, or comply with Laws governing export, import, or foreign use.

## **GENERAL**

1. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation or any governmental agency (local, state, or federal), such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.
2. Entire Agreement. This Agreement, any addendum or attachments thereto, the Ohanae Securities Privacy Policy, and all disclosures, notices or policies available on the Ohanae Securities, website or through the Ohanae Platform, comprise the entire understanding and agreement between Customer and Ohanae Securities, as to the Digital

Asset Securities Account, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of this Agreement), and every nature between and among Customer, Ohanae Securities LLC., and counter-party.

3. **Headings.** Section headings in this Agreement are for convenience only and shall not govern the meaning or interpretation of any provision of this Agreement.
4. **Right to Amend.** We have the right to change or add to the terms of this Agreement at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our website. We will provide you with Notice of any changes through your Account, via email, or through other reasonable means. If you have a Digital Asset Securities Account, the changes will come into effect 30 days after we post the changes to our website and your use of the Digital Asset Securities Account more than 30 days after we publish any such changes on our website constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement on our website at any time. You can find out when this Agreement was last changed by checking the “Last updated” date at the top of the Agreement.
5. **Assignment.** You may not assign your rights or duties under this Agreement, or the operation of your Digital Asset Securities Account to others, at any time. We may assign our rights and duties under this Agreement to an affiliate or a successor without your consent or any other restriction. If we make an assignment, we will provide reasonable Notice to you.
6. **No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power, or privilege under this Agreement shall affect or preclude our future exercise of that right, remedy, power, or privilege.
7. **Third-Party Beneficiaries.** Except where expressly stated otherwise in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any party other than the parties to this Agreement.

8. No Agency. Except as expressly stated in this Agreement, nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any of our third-party service providers.
9. Force Majeure. Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay fees, fines, disputes, refunds, reversals, or returns under this Agreement.
10. Governing Law; Venue. The laws of the State of New York govern this Agreement and the transactions it contemplates. Any and all actions brought to enforce this Agreement or resolve any dispute arising out of this Agreement must be brought exclusively in the federal or state courts having jurisdiction New York City, NY and each party hereby consents to and agrees to submit to the exclusive Personal jurisdiction and venue of such courts.
11. Survival. All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement, including the following provisions: each sub- section in the Customer Service and Dispute Resolution Section and each sub-section in the General Section.