

TERMS OF USE

Last Updated: December 11, 2023

1. ACCEPTANCE.

1.1. GENERAL. These Terms of Use (this Agreement) set forth the terms and conditions under which you may use the website located at www.earndlt.com (the "Website"), as well as our proprietary permissioned blockchain technology-incorporating platform located at <http://app.prod.earndlt.com/> ("Platform") and all related software, applications, tools, data and other products and services (collectively, including the Website and Platform, and unless otherwise indicated, the "Services"). The Services are provided by **EARN DLT, INC.**, a Delaware corporation (together with its affiliates, "Earn", the "Company", "we", "us" and/or "our"). The Platform is enterprise software designed to create digital, nonfungible representations of real-world assets ("Tokens") to facilitate and record transactions between organizations and institutions.

1.2. All Services, and any personally identifiable information submitted, generated and/or collected by us are governed by our Privacy Policy. Our Privacy Policy, as well as any other applicable additional agreements, guidelines, terms and rules are incorporated by reference into this Agreement and collectively constitute a binding agreement between you ("User", "you", "your") and Earn with respect to use of the Services.

1.3. IMPORTANT NOTICES.

a. This Agreement is subject to binding arbitration provisions and a waiver of class action rights, each as detailed in Section 17.

b. Transaction fees will be imposed upon Users that sell Tokens on the Platform. Please see Section 5.2.

1.4. ASSENT. By visiting our Website, clicking on the "Create Account" or "Add Profile" buttons, completing the account registration process, requesting access or accessing documentation regarding Tokens through our Website or Platform, or otherwise using our Services, you:

- a. represent that you have read and understand this Agreement;
- b. represent that you are of 18 years of age;
- c. represent that you understand blockchain and distributed ledger technology and are fully aware of the risks associated with use of Tokens and Tokenized assets;
- d. represent that you have the authority to enter into this Agreement in your personal capacity and/or on behalf of the entity named in the Account (as defined below) you create, and to bind such entity to this Agreement; and
- e. on behalf of yourself and any entity you represent, accept and agree to abide by this Agreement.

1.5. LICENSE. Subject to this Agreement, Earn grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Services in accordance with this Agreement and solely for your personal use.

1.6. CERTAIN RESTRICTIONS. The rights granted to you in this Agreement are subject to the following restrictions:

- a. you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit any portion of the Services other than as provided for herein, whether in whole or in part, or any content displayed on the Website;

- b. you shall not access the Services in order to build a similar or competitive website, product, or service;
- c. you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; and
- d. except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to this Agreement. All copyright and other proprietary notices on the Website (or on any content displayed on the Website) must be retained on all copies thereof.

2. **Addendum to Terms of Use.** Additional terms to this Agreement may be set forth in an Addendum to Terms of Use which shall be presented to you under certain circumstances, including but not limited to in connection with any transaction in which a User that is not party to a Software as a Service Agreement with us purports to sell a Token on the Platform.

3. **ELIGIBILITY AND USE OF THE WEBSITE AND PLATFORM.**

3.1. You acknowledge and declare that you are not on any trade or economic sanctions lists, such as the United Nations Security Council Sanctions List and its equivalent. We maintain the right to select the markets and jurisdictions on which to operate and may restrict or deny the Service to certain countries.

3.2. We may not make all of the Services available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Service from restricted locations. As a result, if you do not meet these eligibility requirements, do not use our Services.

4. **CHANGES.** Earn may change, supplement or reduce the Services at any time. We may change, update, add or remove provisions of this Agreement at any time by posting the updated Terms of Use on our Website, by posting a notice on the Services or by emailing you. By using the Services after Earn has updated the Terms of Use, you thereby agree to the revised and updated Agreement. If you do not agree with the changes to the Agreement, you must cease using our Services.

5. **ACCESS AND ACCOUNTS.**

5.1. To access and use the Services, you will need to first register for an account ("Account") to become a registered user ("Registered User") as per the process described below or request access to transaction materials or Token information. The process to become a Registered User or otherwise requesting transaction materials or Token information may include you providing identification and qualification information.

5.2. Unless separate and/or additional fees are mandated by another agreement between you and Earn, all outbound inter-organizational Token transfers will be subject to the then-current Platform transfer fees. Platform transfer fees will be paid by the Token transferor. When initiating an inter-organizational Token transfer, Earn will present you with a transfer fee statement for authorization within the Platform user interface. As Token transferor, you must authorize and pay the transfer fee prior to closing the transaction. You will be able to pay the transfer fees via credit card or ACH when authorizing the transaction.

5.3. By creating an Account or requesting access to transaction materials and Token information, you agree to (a) provide accurate, current and complete Account information about yourself, and obtain all necessary consents from third parties prior to providing any personal information about such third parties, or otherwise establish a valid legal basis for the provision of such personal information to us under applicable law, (b) maintain and promptly update from time to time as necessary your Account information, (c) maintain the security of your password or access code provided by Earn and accept all risks of unauthorized access to your Account, or other information and materials accessible using your access credentials, and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Platform or your Account or access credentials. You

represent that your use of the Services will not involve use in connection with any unlawful or otherwise undesirable activity (as determined by Earn in its absolute and sole discretion), including, but not limited to dealing in counterfeit goods, gambling, money laundering, or illegal drug activity. Earn will block multiple accounts of the same user. Also, you agree that you will not: (i) create another Account if we've disabled one you had unless you have our written permission first, (ii) buy, sell, rent or lease access to your Account or username unless you have our written permission first, (iii) share your Account log-in credentials and password with anyone, or (iv) log in or try to log in to access the Earn Platform through unauthorized third-party applications or clients.

5.4. By creating an Account or otherwise requesting transaction materials or Token information may, you also consent to receive electronic communications from Earn (e.g., via email or by posting notices to the Earn Platform). These communications may include, without limitation, notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. For contractual purposes, you (a) consent to receive communications from Earn in an electronic form, and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Earn provides to you electronically satisfy any applicable legal requirement (including, but not limited to, the Uniform Electronic Transactions Act and Electronic Signatures in Global and National Commerce Act), that such communications would satisfy if it were to be in writing. Earn reserves the right to provide to you documents in electronic format, collect signatures in electronic format and paper out all electronically signed documents and record your holdings of assets underlying Tokens in hard copy paper format, in the event of a system failure, hack, unrecoverable electronic damage, or other event beyond Earn's reasonable control. You agree to check your Earn account, alerts, and messages, and the e-mail account reflected on your Earn account (including spam and bulk folders) on a reasonably regular basis to stay apprised of important notices and information about your account. You undertake to notify Earn in the event you change your email address.

5.5. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

5.6. You must provide all equipment and software necessary to access the Platform and Services. You are solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the Earn Platform or Services.

5.7. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account (other than the financial assets and related documentation underlying the Tokens associated with such Account), and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Earn.

6. NO INVESTMENT OR FINANCIAL ADVICE.

6.1. Earn's role is limited to providing the Services. Earn is neither a broker-dealer, nor national securities exchange, alternative trading system, or other regulated securities market. Earn is not an issuer of Tokens or a market-maker for Tokens. By providing its Services to you as a User, Earn is not endorsing or recommending any of the Tokens that are offered or sold on the Platform. The purpose of the Platform is to facilitate and document transactions between purchasers and sellers of Tokens in a ministerial capacity. The availability of the Platform and the Tokens does not constitute an offer or an invitation to purchase Tokens in any jurisdiction in which such offer or invitation is not authorized or to any person to whom it is unlawful to make such offer or invitation. Users must inform themselves about such restrictions and are solely responsible for complying with the same.

6.2. Earn is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), technology, or any other features of smart contracts.

6.3. Nothing in this Agreement shall exclude or limit liability of either party for fraud, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

6.4. You agree that your Account will be self-directed and that you are solely responsible for all purchases, orders, decisions and instructions placed in your Account. Although the Platform may provide data, information or content provided by other parties relating to strategies and/or opportunities to buy and/or sell Tokens, you should not construe any such content as tax, legal, financial, or investment advice. You acknowledge that Earn is not liable to and will not verify or investigate the accuracy and completeness of the information posted on the Platform. You represent that any decision to participate in a transaction involving a Tokens is based solely on your own consideration of the risks involving a particular Token or those of a third party and is made at your own risk.

6.5. We do not provide any investment, tax, or legal advice, nor do we broker trades on your behalf. We are not your broker, intermediary, agent or advisor and have no special relationship with or fiduciary duty to you. You agree and acknowledge that you are solely responsible for conducting legal, accounting or due diligence review on any Tokens listed on the Website or in the Platform. The Platform will merely provide you with the ability for you to make your own decision without any advice by the Platform. You agree that we have no liability for any of your activities or decisions made while using the Platform.

7. **USER CONTENT.**

7.1. **USER CONTENT.** “**User Content**” means any and all information, data and content, in any form or medium, that a User submits to, or uses with, the Platform (e.g., content in the user’s profile or postings), other than Blind Data (as defined below). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 7.2). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Earn. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Earn is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

7.2. **ACCEPTABLE USE POLICY.** The following terms constitute our “**Acceptable Use Policy**”:

a. You agree not to use the Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, inaccurate, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

b. In addition, you agree not to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (vi) harass or interfere with any other user’s use and enjoyment of the Services; or (vii) use software or

automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

7.3. ENFORCEMENT. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.

7.4. FEEDBACK. Should you encounter any bugs, glitches, lack of functionality or other problems on the website, please let us know immediately so we can rectify these accordingly. We appreciate your feedback as it helps us develop the Platform and offer the best Services possible. If you provide Earn with any feedback or suggestions regarding the Website (“Feedback”), you hereby assign to Earn all rights in such Feedback and agree that Earn shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Earn will treat any Feedback you provide to Earn as non-confidential and non-proprietary. You agree that you will not submit to Earn any information or ideas that you consider to be confidential or proprietary.

8. **OWNERSHIP OF MATERIALS**

8.1. Unless otherwise indicated in writing by us, the Platform and all content and other materials contained therein, including, without limitation, the Earn logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “Earn Content”) are the proprietary property of Earn or our affiliates, licensors or users, as applicable.

8.2. Notwithstanding anything to the contrary in this Agreement, the Platform and Earn Content thereon may include software components provided by Earn or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

8.3. The Earn logo and any Earn product or service names, logos or slogans (“Earn Marks”) that may appear on the Earn Platform are trademarks of Earn or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Earn” or any other name, trademark or product or service name of Earn or our affiliates without our prior written permission. In addition, the look and feel of the Platform, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the trade dress of Earn and may not be copied, imitated or used, in whole or in part, without our prior written permission. All trademarks or logos other than Earn Marks mentioned on the Earn Platform are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Earn.

8.4. Ownership of Data.

a. Blind Data. As between you and Earn, all right, title and interest to the User Content posted by you shall at all times remain solely with you, provided, however, Earn may copy, display, distribute and use the User Content only to the extent necessary for Earn to perform its obligations under this Agreement. Notwithstanding the foregoing, Earn shall have the right to utilize data capture and analysis tools, and other similar tools, to extract, compile and analyze any non-personally identifiable data or information resulting from your use of the Services (“Blind Data”). To the extent that any Blind Data is collected by Earn, such Blind Data shall be solely owned by Earn and may be used by Earn for any lawful business purpose, during the Term and thereafter, without a duty of accounting to User, provided that the Blind Data is used only in an

aggregated form, without specifically identifying the source of the Blind Data. Earn shall not attempt to re-identify or disaggregate such Blind Data at any time including after termination of this Agreement.

b. Other Data. Except as provided herein, Earn shall have no right, title, or interest in the User Content. You hereby grant to Earn and its affiliates (and each of their respective employees, subcontractors, service providers, representatives, agents and advisors for the benefit of performing services for Earn) a non-exclusive, royalty free, worldwide, sublicensable, non-transferable, irrevocable license to use the User Content for the limited purpose of fulfilling Earn's obligations pursuant to this Agreement.

8.5. USER MARKS. "User Marks" means the name, logos, and trademarks or trade dress of the User. Except as provided in this Section 8.5, Earn shall have no right, title, or interest in the User Marks. You hereby grant to Earn, and agree to grant to Earn, a non-exclusive, royalty free, worldwide, sublicensable, non-transferable, irrevocable license to use the User Marks for the purposes of marketing the Services, including, without limit, utilizing the User Marks on the Platform, Website, or other marketing materials and identifying you as a partner of Earn's on marketing materials or to third-parties, including to the press. All goodwill developed in, to, and from the User Marks shall inure to the benefit of you. We will not display, copy, modify, transmit, or otherwise use the User Marks except as described herein. You represent and warrant to Us that you have all right, title, and interest to and in the User Marks.

9. CONFIDENTIALITY/TERMS OF ACCESS

9.1. This Section 9 governs the disclosure of information to you in each and any data to which you are granted access for the purpose of verifying Token information or pursuing a transaction ("Transaction") with the holder of a Token (the "Token Holder"), whether or not you have an Account. In connection with your consideration and evaluation of the Transaction, the Token Holder is prepared to make available to you certain information which is not available to the general public. All such information, whether written or oral, whether furnished on or after the date of this Agreement by the Token Holder, Earn, or their Representatives (as defined below), and regardless of the manner or form in which it is furnished, is collectively referred to in this Agreement as "Evaluation Material." The obligations contained in this Section 9 are in addition to any separate agreement between you and the Token Holder related to the topic matter contained herein.

9.2. You agree that the term "Evaluation Material" also means all notes, analyses, compilations, studies, or other documents or media generated by you or your Representatives in connection with the Transaction ("Created Material") to the extent they contain, reflect or are based upon, in whole or in part, the confidential information furnished to you or your Representatives by the Token Holder, Earn or their Representatives pursuant to this Agreement. The term Evaluation Material does not include, however, information which (a) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives in violation of this Agreement, (b) is or becomes available to you or your Representatives on a non-confidential basis from a source (other than the Token Holder, Earn or any of their Representatives) which is not prohibited from disclosing such information to you by a legal, contractual or fiduciary obligation to the Token Holder, (c) was or is in your possession prior to disclosure by the Token Holder, Earn or their Representatives, and (d) was or is independently developed by you or your Representatives or on your respective behalves without violating the terms of this Agreement. The term "Representatives" means, as to any Person, its directors, officers, employees, agents, advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors and each of their representatives); provided, that for purposes of this Agreement, none of such Persons shall be deemed a Representative hereunder, nor shall you have any liability for such Person, unless such Person has been furnished by you or by us with Evaluation Material hereunder. The term "Person" as used in this Agreement is broadly interpreted to include any corporation, company, partnership or other legal or business entity or any individual.

Accordingly, in consideration of the Evaluation Material being furnished to you, you agree that:

a. Except as required by Law (as defined below) or requested by any governmental or

regulatory authority (and in each case, only after compliance with paragraph 2 below), unless otherwise agreed to in writing by the Token Holder, you will (a) not use the Evaluation Material for any purpose other than in connection with your evaluation, negotiation and/or consummation of the Transaction, (b) keep the Evaluation Material confidential and not disclose any Evaluation Material in any manner whatsoever except as provided herein and (c) not distribute, disseminate, make copies or reproductions of any of the Evaluation Material. You will direct your Representatives to observe the terms of this Agreement and you will be responsible for any breach of this Agreement by your Representatives of the terms applicable to them. The term “Law” means any applicable law or regulation (including, without limitation, any rule, regulation or policy statement of any organized securities exchange, market or automated quotation system on which any of your securities are listed or quoted, audit or inquiries by a regulator or bank examiner, and mandatory professional ethics rules) or valid legal, regulatory or judicial process.

b. If you or any of your Representatives are requested pursuant to, or required by, Law to disclose any Evaluation Material concerning the Token Holder or the Transaction, you will use reasonable efforts to notify the Token Holder promptly of any such request or requirement to the extent legally permissible and reasonably practicable, so that the Token Holder may seek, at the Token Holder’s sole expense, a protective order or other appropriate remedy, or in the Token Holder’s sole discretion, waive compliance with the terms of this Agreement. If no such protective order or other remedy is sought or obtained or the Token Holder waives compliance with the terms of this Agreement, you or your Representatives will disclose only that portion of the Evaluation Material which you are advised by your counsel is required to be disclosed and will use commercially reasonable efforts to ensure any such information so disclosed will be accorded confidential treatment.

c. At any time upon the written request of the Token Holder for any reason, you will promptly, to the extent legally permissible (a) with respect to Evaluation Material furnished to you or your Representatives by or on behalf of the Token Holder (and all copies thereof whether received from the Token Holder or made by you or your Representatives to the extent such copies do not contain Created Material), either return to the Token Holder or at your sole discretion destroy, all hard copies and electronic copies of such Evaluation Material, without retaining a copy of any such material, with any such destruction of hard or electronic copies certified to the Token Holder in writing by a duly authorized person, and (b) either return to the Token Holder or at your sole discretion destroy, all copies of materials prepared by you or your Representatives to the extent they contain Created Material, without retaining a copy of any such material, with any such destruction certified to the Token Holder in writing by a duly authorized person. Notwithstanding the return or destruction of the Evaluation Material, you and your Representatives will continue to be bound by your obligations of confidentiality and all other obligations under this Agreement following expiration or termination of this Agreement. Further and notwithstanding anything contained herein to the contrary, you and your Representatives shall not be obligated to return or destroy (i) Evaluation Material to the extent otherwise required by Law or (ii) electronic copies of Evaluation Material if maintained pursuant to any internal compliance policy or procedure relating to the safeguarding or backup storage of data.

d. You acknowledge that neither Earn, nor the Token Holder, nor any of its Representatives nor any of their respective directors, officers, employees, or agents makes any express or implied representation or warranty as to the accuracy or completeness of any Evaluation Material. All Evaluation Material is provided “AS IS”. You agree that none of such Persons will have any liability to you or to any of your Representatives, relating to or resulting from the use of any Evaluation Material or for any errors therein or omissions therefrom except in the case of fraud and except as set forth in any definitive agreements relating to a Transaction. You also agree that you are not entitled to rely on the accuracy or completeness of any Evaluation Material and that you may only rely on those representations and warranties which may be contained in any definitive agreement executed and delivered by you and the Token Holder and any other necessary parties with respect to the Transaction, subject to the terms and conditions as may be contained therein.

10. **PLATFORM SECURITY.**

10.1. You acknowledge that applications are subject to flaws and acknowledge that you are solely responsible for evaluating any available code provided by the Services. These warnings and others later provided by us in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing the Website and Services.

10.2. You are prohibited from violating or attempting to violate the security of the Website or Platform, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) disabling, removing, defeating, or avoiding any security device or system, including, without limitation, any password and login functionality used to authenticate users; (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Website or Platform, overloading, “flooding,” “spamming,” “mailbombing” or “crashing;” (e) sending unsolicited email, including promotions and/or advertising of products or services; (f) forging any TCP/IP packet header or any part of the header information in any email or posting; (g) using or attempting to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website or Platform other than the search engine and search agents available on the Website or Platform and other than generally available third-party web browsers; (h) reverse engineering, decompiling or disassembling the underlying software; (i) removing any notices, warnings, labels, annotations or instructions from any portion of the Website or any related material, including, without limitation, any patent, trademark, copyright, or other proprietary notices or license provisions; or (j) otherwise invading the privacy of, obtaining the identity of, or obtaining any personal information about any user of the Website or Platform. Tampering with any portion of the Website or Platform, providing untruthful or inaccurate information, misrepresenting your identity, or conducting fraudulent activities on the Website or Platform, whether or not through the use of agents, is prohibited and constitutes a breach of this Agreement.

10.3. Any violations of system or network security including attempts to intentionally access a computer without authorization or exceed your authorized access level may result in civil and criminal charges, including but not limited to charges under the Computer Fraud and Abuse Act (18 U.S.C. §1030). Earn may investigate occurrences that might involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. We may, without prior notice or warning of any kind, restrict or terminate the access of any and all users to the Website if we reasonably conclude that such restriction or termination is necessary to prevent, or prevent the further spread, of a virus, security breach or system malfunction.

10.4. When accessing the Website or Platform, users should be aware that the internet is generally not regarded as a secure environment, and that data sent via the internet can be accessed by unauthorized third parties, potentially leading to disclosures, changes in content or technical failures. Data sent via the internet may be transmitted across international borders even though both sender and receiver are located in the same country. Earn does not accept any responsibility or liability for the security of data while in transit via the internet.

10.5. The Website may contain certain links. Activating links on the Website may cause individual users to leave the Website. Such links are provided solely for individual users’ convenience and information. Earn has not reviewed any of the websites linked with or connected to the Website and using links on or to the Website is at each individual user’s own risk. The websites available at any such links may be (and likely are) subject to additional terms set forth on such websites.

11. **INDEMNIFICATION**

11.1. To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Earn, and our respective past, present and future employees, officers, directors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “Earn Parties”), from and against all

actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to:

- a. your use or misuse of the Platform, including without limitation, the associated Services;
- b. your violation of this Agreement and any other online agreements, agreements with counterparties you transact with on the Platform, disclosure obligations, applicable laws and regulations;
- c. your violation of the rights of a third party, including but not limited to loan originators or purchasers of loans;
- d. your User Content;
- e. your negligence or willful misconduct arising out of relating to your use of the Services, provided that Earn will have the right, at its option, to defend itself against any such Claim or to participate in the defense thereof by counsel of its own choice.

THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND EARN.

12. **DISCLAIMERS**

12.1. THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND EARN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. WHILE EARN UTILIZES COMMERCIALY AVAILABLE ANTI-VIRUS METHODS AND PROTECTION, EARN DOES NOT WARRANT OR GUARANTEE THAT FILES AVAILABLE FOR DOWNLOADING THROUGH THE SERVICES WILL BE FREE OF VIRUSES OR HARMFUL CODE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF FIRST USE. EARN IS NOT RESPONSIBLE FOR THE PERFORMANCE OF ANY FINANCIAL ASSETS UNDERLYING THE TOKENS OR THE VALIDITY OF THE RELATED DOCUMENTATION GENERATED IN CONNECTION THEREWITH.

12.2. IN CASE WE ARE REQUIRED TO AMEND ANY TOKEN FUNCTIONALITIES IN ORDER TO COMPLY WITH ANY LEGAL OR REGULATORY OBLIGATIONS, THESE TERMS SHALL BE UPDATED, AND AN EXPLICIT NOTICE WILL BE PUBLISHED IN CASE ANY CHANGES ARE TO BE MADE/HAVE ALREADY BEEN MADE TO THE TOKEN FUNCTIONALITY.

12.3. IN CASE THE TOKENS ARE REQUIRED TO BE LICENSED AND/OR APPROVED BY CERTAIN AUTHORITIES, OR THAT THE FUNCTIONALITY OF THE TOKEN IS REQUIRED TO BE AMENDED, WE CANNOT GUARANTEE THE TIMEFRAME OF COMPLYING WITH SUCH JURISDICTION OR AT ALL, MEANING THAT TOKENS MAY, AT TIMES OR IN GENERAL, BE UNAVAILABLE ON CERTAIN MARKETS

12.4. MATERIAL AVAILABLE THROUGH THE SERVICE MAY CONTAIN INACCURATE OR

OUT-OF-DATE INFORMATION OR TYPOGRAPHICAL OR SPELLING ERRORS. EARN RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES, STALENESS OR OMISSIONS IN EARN MATERIAL; HOWEVER, EARN UNDERTAKES NO OBLIGATION TO UPDATE, AMEND OR CLARIFY ANY MATERIAL, EXCEPT AS REQUIRED BY LAW. EARN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE TRUTH, ACCURACY, COMPLETENESS, TIMELINESS, LEGALITY OR RELIABILITY OF ANY MATERIAL.

12.5. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

13. **FURTHER DISCLAIMERS**

13.1. Without limiting the generality of Section 12, neither Earn, its affiliates, or licensors will have any responsibilities or liability with respect to the following: (a) the Services could be impacted by one or more regulatory inquiries or actions, which could prevent or limit the ability of Earn to continue to develop or provide the Services, or for you and your users to use the Service, (b) Earn has no obligation to update the Services or its underlying platforms and networks to address, mitigate, or remediate any security or other vulnerabilities in the Services, or such platforms or networks, (c) Tokens are not a legal tender, are not backed by any government, transactions may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable and (d) portions of the Services or any other underlying networks and platforms may rely on open-source software, and there is a risk that weaknesses or bugs that may be introduced in the infrastructural elements of the Services or any other underlying networks and platforms, which may result in security vulnerabilities, data loss, damage, destructions, disclosure, or other compromises.

14. **LIMITATION ON LIABILITY.**

14.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EARN BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF EARN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

14.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF THE GREATER OF ONE HUNDRED US DOLLARS (U.S. \$100) AND THE TOTAL AMOUNT OF FEES PAID BY YOU TO EARN IN THE 12 CALENDAR MONTHS PRECEDING THE INCIDENT THAT GAVE RISE TO THE CLAIM. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

14.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

15. **COPYRIGHT INFRINGEMENT.**

15.1. It is Earn's policy to respond to notices of alleged copyright infringement with the Digital Millennium Copyright Act (“DMCA”). If you believe any materials accessible on or from our Website infringe your copyright, you may request removal of those materials (or access thereto) from the Website

by contacting Earn's copyright agent (identified below) and providing the following information:

- a. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- b. Identification of the material that you believe to be infringing and its location. Please describe the material and provide us with its URL or any other pertinent information that will allow us to locate the material.
- c. Your name, address, telephone number and (if available) e-mail address.
- d. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- e. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- f. A signature or the electronic equivalent from the copyright holder or authorized representative.

Earn's agent for copyright issues relating to this Website is as follows:

Copyright Agent
Legal Department
Earn DLT, Inc.
85 Broad Street, 16th floor, New York, NY, 10004
legal@earnslt.com
Phone: +1-877-905-3276

In an effort to protect the rights of copyright owners, Earn maintains a policy for the termination, in appropriate circumstances, of Users of this Website who are repeat infringers.

16. **TERM AND TERMINATION.** Subject to this Section 16, this Agreement will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of this Agreement. Upon termination of your rights under this Agreement, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Earn will not have any liability whatsoever to you for any termination of your rights under this Agreement, including for termination of your Account or deletion of your User Content. In the event your rights under this Agreement are terminated, Earn will release the collateral file related to your Tokens. Even after your rights under this Agreement are terminated, the following provisions of this Agreement will remain in effect: Sections 6-18.

17. **ARBITRATION.**

17.1. AGREEMENT TO ARBITRATE. This Section 17 is referred to in this Agreement as the "Arbitration Agreement". Unless you opt-out in accordance with the opt-out procedures set forth in Section 17.7 below, you agree that all claims relating to or arising out of this Agreement or the breach thereof, whether in contract, tort, or otherwise that have arisen or may arise between you and Earn or its affiliate, whether relating to this Agreement (including any alleged breach thereof), the Services, or otherwise, shall be resolved exclusively through **final and binding arbitration, rather than a court**, in accordance with the terms of this Arbitration Agreement, except you may assert individual claims in small claims court, if your claims qualify. Your rights will be determined by a **neutral arbitrator, not a judge or jury**. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

17.2. PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF.

YOU AND EARN AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ARBITRATION, ACTION OR PROCEEDING. UNLESS BOTH YOU AND EARN EXPRESSLY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AGAINST EARN AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER EARN USERS. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

17.3. PRE-ARBITRATION DISPUTE RESOLUTION. In most cases, Earn is interested in resolving disputes amicably and efficiently. Therefore before you commence arbitration, we suggest that you contact us to explain your complaint, as we may be able to resolve it without the need for arbitration. You may contact us via email at legal@earndlt.com or at 85 Broad Street, 16th floor, New York, NY. 10004.

17.4. ARBITRATION PROCEDURES. If we cannot resolve a claim informally, any claim either of us asserts will be resolved **only by binding arbitration and not in courts of general jurisdiction**. Arbitration will be conducted by a neutral arbitrator in accordance with the rules of JAMS that are in effect at the time the arbitration is initiated (collectively referred to as the "JAMS Rules"), as modified by this Arbitration Agreement, and excluding the JAMS Class Action Procedures. For information on JAMS Rules, please visit its website, <https://www.jamsadr.com/>. Information about JAMS's Rules and fees for consumer disputes can be found at the JAMS consumer arbitration page, <https://www.jamsadr.com/rules-comprehensive-arbitration/>. If there is any inconsistency between the JAMS Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would, including without limitation, the limitation of liability provisions in Section 17.

To commence an arbitration against Earn, you must write a demand for arbitration ("Demand") that includes a description of the dispute and the amount of damages sought to be recovered. You can find a copy of a Demand at www.jamsadr.com. You should send three copies of the Demand, plus the appropriate filing fee, to JAMS at 500 North State College Blvd., Suite 600, Orange, CA 92868, and send one copy to Earn at 85 Broad Street, 16-123, New York, NY 10004. For more information, see the JAMS arbitration rules and forms, <https://www.jamsadr.com/rules-download/>. You may represent yourself in the arbitration or be represented by an attorney or another representative. Once we receive your arbitration claim, we may assert any counterclaims we may have against you.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$50,000 or less you or Earn may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Earn subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by you and/or Earn, unless the arbitrator requires otherwise.

The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort, or otherwise and all disputes arising out of or relating to the interpretation, applicability, enforceability or

formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Earn users but is bound by rulings in prior arbitrations involving the same Earn user to the extent required by applicable law.

17.5. **COSTS OF ARBITRATION.** Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the JAMS Rules, unless otherwise provided in this Agreement to Arbitrate. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Earn for all fees associated with the arbitration paid by Earn on your behalf that you otherwise would be obligated to pay under the JAMS Rules.

17.6. **CONFIDENTIALITY.** All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

17.7. **OPT-OUT PROCEDURE.** You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice ("Opt-Out Notice") in accordance with the terms of this Section 17.7. For new Earn users, the Opt-Out Notice must be postmarked no later than 30 Days after the date you use our Website or Services for the first time. You must mail the Opt-Out Notice to Earn, Inc., Attn: Legal Department, 85 Broad Street, 16th Floor, New York, NY. 10004. Notice must state that you do not agree to the Arbitration Agreement and must include your name, address, phone number, and the email address(es) used to log in to the Earn account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of the Arbitration Agreement, Earn will likewise not be bound by these arbitration provisions. All other terms of this Agreement will continue to apply. Opting out of the Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us. Earn users who accepted a previous version of this Agreement that included an arbitration agreement, and who did not timely opt out of that arbitration agreement, remain bound by the last arbitration agreement that they accepted. Upon receipt of a valid Opt-Out Notice, Earn will provide the opting out user with a copy of the arbitration agreement from the last version of the Agreement that the user accepted, if any exists.

17.8. **FUTURE CHANGES TO THIS ARBITRATION AGREEMENT.** Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any change to this Arbitration Agreement (other than a change to any notice address or website link provided herein) in the future, such change shall not be effective until at least 60 days from the date of posting, and shall not apply to any claim that was filed in a legal proceeding against Earn prior to the effective date of the change. Moreover, if we seek to terminate this Arbitration Agreement from this Agreement, such termination shall not be effective until 30 days after the version of this Agreement not containing the Arbitration Agreement is posted to the Website, and shall not be effective as to any claim that was filed in a legal proceeding against Earn prior to the effective date of removal.

18. **NON-CIRCUMVENTION AGREEMENT.**

Each User agrees not to solicit investment from any User or other Platform participant outside of or independently from the Platform. No User shall attempt to circumvent the Platform to purchase assets already represented by Tokens on the Platform by transacting without the involvement of the Platform. This Section 18 shall not apply to business relationships between Users that pertain solely to matters that do not involve Tokens listed on the Platform or the underlying assets.

19. **MISCELLANEOUS.**

19.1. GOVERNING LAW AND JURISDICTION. This Agreement, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the State of Delaware, including Delaware's statutes of limitations governing your claim, without giving effect to its principles of conflicts of law, provided that the Federal Arbitration Act shall govern the interpretation and enforcement of Section 17, the Arbitration Agreement. Unless you and we agree otherwise, in the event that the Arbitration Agreement is found not to apply to you or to a particular claim or dispute (except for small-claims court actions), either as a result of your decision to opt-out of the Arbitration Agreement or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and Earn must be resolved exclusively by a state or federal court located in the State of Delaware. You and Earn agree to submit to the personal jurisdiction of the courts located within the State of New York for the purpose of litigating all such claims or disputes.

19.2. MISCELLANEOUS. Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. Other than with respect to any subsequent agreement entered into by the User that incorporates this Agreement, this Agreement, along with those other Agreements, documents and policies incorporated herein, constitute the entire agreement, written or oral, between the parties hereto.

19.3. FORCE MAJEURE. Earn shall not be responsible or liable for any error, delay, loss, or damages, of all nature, arising from an event beyond our reasonable control, including, without limit, flood, earthquake, fire, extraordinary weather conditions, acts of God, pandemic, war, insurrection, riot, labor dispute, federal, state, or other governmental orders, power failure or malfunction, and hardware or equipment malfunction (each, a "Force Majeure Event").

19.4. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent set forth herein; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

The invalidity of a provision, section, paragraph or sentence of this Agreement in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

19.5. CONTACT INFORMATION.

If you have any questions or need further information as to the Services provided by Earn, or need to notify Earn as to any matters relating to the Services please contact Earn at:

Legal Department
Earn DLT, Inc.
85 Broad Street, 16th floor
New York, NY, 10004