

## Digital Asset Account Agreement

This is a Digital Asset Account Agreement (“Agreement”) between you and Vast Bank, N.A. (“Vast”) that governs your ability to buy, sell, and hold Digital Assets and the related Services provided by Vast in your account (“Digital Asset Account” or “Account”). You understand that your Digital Asset Account has been opened by us in accordance with your instructions and authorization and that by opening a Digital Asset Account you agree that you have read, understand, and accept all of the terms and conditions contained in this Agreement. We will automatically link your Digital Asset Account to your personal Vast Deposit Account (“DDA Account”). Your login credentials for your DDA Account will be the same credentials used to access your Digital Asset Account.

**IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION SECTION BELOW. PLEASE READ CAREFULLY.**

Throughout this Agreement, the terms “you,” “your,” and “account owner” refer to the Vast customer that owns the Digital Asset Account governed by this Agreement (the “Customer”), whether or not there are one or more Customers named on your Digital Asset Account, and the terms “we,” “our,” and “us” refer to Vast Bank, N.A.

**A DIGITAL ASSET ACCOUNT IS NOT A BANK ACCOUNT AND DIGITAL ASSETS ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC) OR ANY OTHER PUBLIC OR PRIVATE INSURER, INCLUDING AGAINST CYBER THEFT OR THEFT BY OTHER MEANS.**

**THE VALUE OF DIGITAL ASSETS CAN BE EXTREMELY VOLATILE AND UNPREDICTABLE, WHICH CAN RESULT IN SIGNIFICANT LOSSES IN A SHORT TIME, INCLUDING POSSIBLY A LOSS OF TOTAL VALUE. THE PRICE AND LIQUIDITY OF DIGITAL ASSETS HAS BEEN SUBJECT TO LARGE FLUCTUATIONS IN THE PAST AND MAY BE SUBJECT TO LARGE FLUCTUATIONS IN THE FUTURE. BEFORE YOU OPEN A DIGITAL ASSET ACCOUNT AND ENGAGE IN DIGITAL ASSET TRANSACTIONS, YOU SHOULD CONSIDER THE RISKS, INCLUDING THOSE PROVIDED IN THIS AGREEMENT, AND ASSESS WHETHER TRADING OR HOLDING DIGITAL ASSETS IS SUITABLE FOR YOU GIVEN YOUR FINANCIAL CONDITION AND TOLERANCE FOR RISK.**

### OPENING A DIGITAL ASSET ACCOUNT

1. You understand that this Agreement governs your Digital Asset Account with us along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated herein by reference.

2. The account opening Disclosures include the fees and charges applicable to your Digital Asset Account and other pertinent information related to the account. The information contained in the account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, or other items change in a manner that would adversely affect you, we will provide you with notice prior to the effective date of the change as provided in paragraph 4 of the section herein entitled General.
3. Only eligible Customers may open a Digital Asset Account. Eligible Customers are all those Customers that are 18 years of age or older, residents of the United States and/or Customers that have meet our eligibility criteria. We reserve the right to change the eligibility criteria at our sole discretion at any time. You agree to keep your physical address, mailing address, email address and other personal information current by updating your Account information as needed.
4. Customers wishing to open a Digital Asset Account will need to complete the account opening process which includes, among other things, identity verification as set out in the [USA PATRIOT Act Notice](#). Any information you provide in connection with the account opening process will be treated in accordance with our [Privacy Policy](#) and our California Consumer Privacy Act (“CCPA”) Policy.
5. Customers wishing to open a Digital Asset Account must also open or already have a demand deposit account with us. The demand deposit account is separate from your Digital Asset Account and is subject to the DDA Account agreement, the Online Banking Agreement as well as any associated disclosures.
6. Once the account opening process has been successfully completed, a Digital Asset Account will be opened for you.
7. To access your Digital Asset Account, you must have the necessary equipment (such as a computer, tablet or compatible wireless web-enabled cell phone or other type of mobile device) and the associated telecommunication service subscriptions to access the Internet. The Digital Asset Account can be accessed through Vast Crypto Banking mobile application (the “Vast App”) and is subject to the Vast Online Banking Agreement and the Vast App Electronic Communications Agreement.
8. Access to your Digital Asset Account may become delayed, degraded or unavailable due to scheduled maintenance, unavailability of the digital assets or funds from your funding source, issues with the trading network and/or our third party service providers, during times of significant volatility or volume, due to limitations or suspensions we impose on your Digital Asset Account in our sole discretion, for security, safety, or legal reasons, or for other reasons outside Vast Bank’s control, including but not limited to natural disasters, changes in laws or regulations, governmental acts or omissions or market events. This could result in your inability to transact in the Vast App and buy or sell for periods of time and may also lead to delays in support response times. Although we strive to provide you with excellent service, we do not represent that the Vast App or other Vast Digital Asset Account

services will be available without interruption and we do not guarantee that any order will be executed, accepted, recorded, or remain open. Vast Bank shall not be liable for any losses resulting from or arising out of transaction delays or inability to execute your transactions.

9. Vast maintains regular customer business hours except on Saturday, Sunday, or United States federally declared legal holidays, and may be reached as described within the “Customer Service and Dispute Resolution” section of this Agreement. The regular customer business hours are posted through our website, [www.vast.bank](http://www.vast.bank). Digital asset markets, however, tend to operate on a continual basis. Access to or assistance with your account may be unavailable outside of Vast’s regular business hours. This could result in the inability to buy or sell for periods of time and may also lead to support response time delays. Although we strive to provide you with excellent service, we do not guarantee that any Supported Digital Asset transaction will be executed, accepted, recorded, or remain open. Vast Bank shall not be liable for any losses resulting from or arising out of transaction delays or inability to transact.
10. You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, or any other codes that you use to access your Digital Asset Account and Vast services.

## **CUSTODY SERVICES**

1. Your Digital Asset Account will only support certain Digital Assets (the “Supported Digital Assets”) as set forth in **Appendix A**. The Supported Digital Assets may change from time to time in our sole and absolute discretion. To the extent there is a change to the Supported Digital Assets such that a digital asset that will no longer be supported is held in your account, you will have an opportunity to liquidate that asset and withdraw the liquidation proceeds or we will provide a process for you to transfer any such asset to a blockchain wallet address that you designate and control. You will not hold the Digital Assets themselves in your Digital Assets Account. All custody of and trading in Digital Assets is performed on our behalf by our licensed third-party service provider.
2. Your Digital Asset Account does not support airdrops, metacoins, colored coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Supported Digital Asset (“Supplemental Protocols”) and such Supplemental Protocols are specifically excluded from the definition of Supported Digital Assets. Attempts to use an Account to engage in transactions involving Supplemental Protocols are prohibited. Your Account is not set up to support transactions involving Supplemental Protocols and we assume no liability, obligation, or responsibility with respect to any such attempts to engage in transactions involving Supplemental Protocols.
3. We do not own or control the underlying software protocols which govern the operation of Supported Digital Assets. You acknowledge that we make no guarantee of the

functionality, security, or availability of such underlying software protocols; that some underlying software protocols utilize consensus-based proof of stake validation methods whose governance systems may allow changes to the associated blockchain or digital ledger that may affect transactions in the Supported Digital Assets governed by those blockchains; that the underlying software protocols are subject to “forks” in which changes in operating rules may be made that may materially affect the value, function, and/or the name of the Supported Digital Asset held in your Account. In the event of a fork, custody services may be temporarily suspended (with or without notice to Customer) and we may, in our sole discretion, decide whether or not to support (or cease supporting) either branch of the forked protocol entirely. You acknowledge and agree that we assume absolutely no liability, obligation or responsibility whatsoever in connection with the operation of the underlying software protocols, transactions affected by blockchains that allow for governance modification, or an unsupported branch of a forked protocol.

4. You can only buy and hold Supported Digital Assets in your Digital Asset Account that are or were acquired through us. The Digital Asset Account does not support any other types of deposits of digital assets (whether or not they are Supported Digital Assets).
5. You acknowledge and agree that you will not engage in any activity, directly or indirectly, that causes or facilitates a violation of any laws, rules, and regulations by Vast, including U.S. federal and state securities laws and regulations as well as any applicable state and federal laws, including but not limited to U.S. efforts to fight the funding of terrorism and money laundering, the Bank Secrecy Act, USA Patriot Act, Anti-Money Laundering Act of 2020 (“AMLA 2020”), and applicable economic sanctions laws (including but not the economic sanctions laws enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”).
6. You acknowledge and agree that, unless and until such time as we provide a mechanism for you to take possession of, or to transfer, your Supported Digital Assets, you will be unable to withdraw or transfer any Supported Digital Assets from or out of your Digital Asset Account. You will be able to sell Supported Digital Assets held in your Account and the sales proceeds will be deposited into your linked DDA Account and may be withdrawn or transferred thereafter in accordance with your DDA Account agreement and disclosures.
7. All Supported Digital Assets held in your Digital Asset Account are held by us for your benefit as described below in further detail.
  - a. Title to Supported Digital Assets shall at all times remain with you and shall not transfer to us. As the owner of the Supported Digital Assets in your Digital Asset Account, you shall bear all risk of loss of such Supported Digital Assets. We shall have no liability for fluctuations in the value of your Supported Digital Assets. None of the Supported Digital Assets in your Digital Assets Account are the property of, or shall or may be loaned to, us; we do not represent or treat Supported Digital Assets in Customer Digital Asset Accounts as belonging to

us. We may not grant a security interest in the Supported Digital Assets held in your Digital Asset 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 Supported Digital Assets in your Digital Asset Account unless instructed by you.

- b. You control the purchase and disposal of Supported Digital Assets in your Digital Asset Account. At any time, subject to outages, downtime, and other applicable policies, you may instruct us to liquidate the Supported Digital Assets in your Digital Asset Account and withdraw the sale proceeds. As long as you continue to maintain Supported Digital Assets in your Digital Asset Account, we shall retain control over electronic private keys associated with blockchain addresses operated by us, including the blockchain addresses that hold your Supported Digital Assets.
- c. Vast will hold all Supported Digital Assets on your behalf in omnibus wallets provided by one or more third-party service providers. The omnibus wallets that hold all Supported Digital Assets on your behalf are considered to be hot wallets meaning that they are maintained in an online environment. The Supported Digital Assets held in such omnibus wallets will not be segregated by Customer within the wallet and Customers will not have a blockchain address specific to any of their Supported Digital Asset holdings. Accordingly, the Supported Digital Assets credited to your Digital Asset Account will not be segregated from the Supported Digital Assets held for other Customer accounts in the omnibus wallets and will not be held at their own unique blockchain addresses. You shall not have an interest in any identifiable Digital Asset that we hold in the relevant omnibus accounts and references in this Agreement to your “Digital Assets” do not refer to any specific, identifiable Digital Assets in the omnibus wallet. We will at all times maintain separate ledgers for Customer Accounts such that Customer Account balances will accurately reflect the portion of Supported Digital Assets held in the omnibus wallets that are owned by each Customer. Digital Assets in Customer Accounts are held apart from Vast’s corporate assets and Vast will neither use these assets for its operating expenses or any other corporate or business purposes, nor will it voluntarily make these Digital Assets available to its creditors in the event of bankruptcy.

## **DIGITAL ASSET TRANSACTIONS**

1. We will provide Digital Asset Account holders with the ability to place spot buy and sell transactions as well as hold Supported Digital Assets.
2. Transactions in Supported Digital Assets Subject to Certain Trading Rules. We currently utilize a third-party service platform that provides for access to a central limit order book exchange for the Supported Digital Assets and Fiat Currencies. Trades executed through this third-party service provider platform 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 Supported Digital Assets at prevailing market prices in exchange for fiat currency.
- b. Partial orders may occur in isolated instances due to various reasons such as order book liquidity, price protection, or transaction timeouts. If a buy or sell order is entered for Supported Digital Assets and not fully executed due to an isolated error involving our platform, the order will partially fill. The remaining portions of the order will be terminated thus causing only a portion of the initiated transaction to be completed. If a Customer's order is not completely filled, we will provide a notification of such event.
- c. At this time, the Digital Asset Accounts do not support limit orders, orders in which one Supported Digital Asset is exchanged for another, or any other types of orders.

### 4. Order Placement

- a. A Customer initiates an order to buy or sell Supported Digital Assets through the Digital Asset Account.
- b. We receive the Customer's order details, confirm that the Customer has the available funds (as defined in the relevant DDA account disclosures) in their related DDA Account (in the case of a purchase order) and/or Supported Digital Assets in their Digital Asset Account (in the case of a sale order) required to execute the order, and, if so, we relay the order to the third-party platform for execution.
- c. Supported Digital Assets purchased by Customer will be credited to an omnibus account maintained by us 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 Account is credited to reflect the purchase and that the relevant Customer DDA account is debited in the amount of the final purchase price and any applicable transaction and Supported Digital Asset deposit fees. In certain circumstances, the final purchase price may differ from the initial estimate provided to you. The final purchase price and the final applicable transaction fees will be disclosed to you prior to your relevant Customer DDA account being debited in the amount of the final purchase price and any applicable transaction fees.
- d. Supported Digital Assets sold by Customer will be debited from an omnibus account maintained by us for the benefit of our Customers, at which point we will immediately cause an update to our internal recordkeeping system to ensure the relevant Customer Digital Asset Account is debited to reflect the sale and the relevant Customer DDA Account is credited in the final amount of the cash proceeds from the sale. In certain circumstances, the final amount of the cash

proceeds from the sale of the Digital Asset(s) and any applicable and Supported Digital Asset sale transaction fee may differ from the initial estimate shown to you.

- e. 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 DDA Account, (ii) debit any other funding source you have linked to any Vast account (iii) remove the Digital Assets 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.
  - f. 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 Vast account; (iii) we have suspended your Digital Assets 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.
5. Balances. Any balance in your Digital Asset Account represents your ownership of the amount of each type of Support Digital Asset shown. Vast holds the Supported Digital Assets owned by you with the Supported Digital Asset owned by other Vast Digital Asset accountholders in an omnibus account through our custodial third-party service provider. We keep a record of your interest in that omnibus account based on the amount of each type of Supported Digital Asset that is reflected in your balance. The Supported Digital Assets are fungible and you do not own any specific, identifiable, Digital Asset held in an omnibus account. When you view your Digital Asset balance, we will show you the number of units of each type of Supported Digital Asset you own. The price of digital assets will rise and fall over time, and the price may sometimes change quickly and dramatically. So, even if the number of each type of Supported Digital Assets you hold remains the same, the U.S. dollar equivalent value will change as the market price of each Supported Digital Asset fluctuates. The U.S. dollar value we display is an estimate based on market data from our trading third party service provider. The accuracy, completeness, timeliness, suitability for use, or correct sequencing of the market data is not guaranteed either by us or by our trading third-party service provider and may include inaccurate, erroneous, incomplete or out-of-date information. In an effort to continue to provide you with complete and accurate information, information may be changed or updated from time to time without notice. Furthermore, neither we nor the third-party service providers will be liable for interruptions in the availability of market data or your access to market data that are outside of our or their reasonable control. The market data is provided “as is” and

on an “as available” basis. There is no warranty of any kind, express or implied, regarding the market data, including any warranty of accuracy, completeness or timeliness. We are not responsible for, and you agree not to hold us liable for, lost profits, trading losses, or any other damages resulting from market data or your use thereof. This estimate does not represent the value you will receive if you actually sell your Supported Digital Assets or the price you will pay to buy more Supported Digital Assets and does not include our spread or transaction fees.

6. **Transaction Fees.** We will charge transaction fees as authorized to the relevant Customer DDA Account for each transaction in Supported Digital Assets entered into by a Customer. These fees are set forth in Appendix A to this Agreement and updated from time to time on our Fee Schedule.
7. **Transaction History and Account Statements.** You can view your Digital Asset Account transaction history by logging into your Digital Asset Account. Your Digital Asset Account statement will also include information on your purchase of Supported Digital Assets and the proceeds from the sale of your Supported Digital Assets, as well as your beginning and ending Supported Digital Asset balance and the fees you paid to buy and sell Supported Digital Assets. Your Vast Account statement may not include all of the details regarding your purchase and sale of Supported Digital Assets that are available in your Digital Asset Account transaction history.
8. **Termination of the Digital Asset Account.** Vast Bank reserves the right to suspend, freeze, restrict, or close your Digital Asset Account for any reason in its sole discretion, including but not limited to, if:
  - a. We believe that you are using your Digital Asset Account for fraudulent or illegal purposes or otherwise presenting an undue risk to Vast Bank.
  - b. Your use conflicts with any federal, state, or local law, rule, or regulation, including federal foreign asset controls and sanctions rules and/or anti-money laundering rules.
  - c. We receive a court order or other legal process request to close your account.
  - d. Your use or actions violate the Digital Asset Account Agreement, including but not limited to the provisions found within the section of the Digital Asset Account Agreement entitled Prohibited Use.

If we close your Digital Asset Account, and your account holds Supported Digital Assets, you authorize us, in our discretion and at any time, to liquidate the Supported Digital Assets in your account into U.S. dollars at the price that otherwise applies to the sale of Supported Digital Assets, or another reasonable price determined by Vast in its reasonable discretion. You understand that the value of Supported Digital Assets may rise or fall quickly and that we have no obligation to sell at a time that provides the best price for you. While Vast will notify you that your Digital Assets Account has been closed, regardless of how quickly we sell your Supported Digital Assets, we have no obligation to give you notice before we sell. If we liquidate your Supported Digital Assets, we will credit any unrestricted funds to your DDA Account. Please note that there may be tax consequences from any gain or loss you incur if we liquidate your Supported Digital Assets.



9. Suspended, Restricted, Deactivated or Canceled Access to Service Provider Platform. Our agreement with our current service provider platform, and our future agreements with other service provider platform providers may include a provision allowing the service provider to suspend, restrict, deactivate or cancel access to the service provider platform under certain circumstances.
10. Termination of Service Provider Platform Access. Our agreement with our current service provider platform, and our future agreements with other service provider platform providers may include a provision allowing the service provider platform provider to terminate access to the platform under certain circumstances.
11. No Transfers. You currently are NOT able to send Supported Digital Assets to family, friends or any third party, use Supported Digital Assets to pay for goods or services or withdraw Supported Digital Assets from your Digital Asset Account to an external digital asset wallet. If you want to withdraw the value from your Digital Asset Account, you will need to sell your Supported Digital Assets and withdraw the cash sale proceeds.

## **CLOSING YOUR DIGITAL ASSET ACCOUNT**

1. You may close your Digital Asset Account by liquidating the Supported Digital Assets held in the Account and notifying us of your intention to close the Account.
2. You must have a linked DDA Account open at all times you have an open Digital Asset Account. Closing your DDA Account will automatically close your Digital Asset Account. In the event your Digital Asset Account is closed by virtue of your DDA Account being closed, you authorize us to liquidate any Supported Digital Assets remaining in your Digital Asset Account and provide you with the sale proceeds less any applicable fees and charges.
3. Please note that there may be tax consequences from any gain or loss you incur when you sell your Digital Assets. 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 Account and DDA Account even after those accounts are closed. You must sell any Digital Assets in your Digital Assets Account before closing your accounts. You will not be able to transfer Digital Assets from your Digital Assets Account to another digital asset wallet.

## **DATA PROTECTION AND SECURITY**

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](#) and our CCPA 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 custody agreements and will rely on such third-party service providers to implement and maintain reasonable information security programs with respect to securing and safeguarding Supported Digital Assets 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 Bank. **“Data Security Incident”** is defined as any incident whereby (a) an unauthorized person (whether within Vast Bank, N.A. or a third party) acquired or accessed Customer’s information, or (b) Customer’s information is otherwise lost, stolen or compromised.

## **GENERAL USE; ACCEPTABLE USE**

1. Prohibited Use. Customer represents and warrants that Customer will not use their Digital Asset 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, including, without limitation, the following activities, practices, items, or businesses:
  - Investment and Credit Services: Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes
  - Restricted Financial Services: Check cashing, bail bonds; collections agencies
  - Intellectual Property or Proprietary Rights Infringement: Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder
  - Counterfeit or Unauthorized Goods: Unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen
  - Regulated Products and Services: Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis
  - Drugs and Drug Paraphernalia: Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs

- Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body
  - Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)
  - Adult Content and Services: Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features
  - Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs
  - Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers
  - High risk businesses: any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies
2. Conditional Use. Express written consent and approval from us must be obtained prior to using a Digital Asset Account for the following categories of business and/or use ("**Conditional Uses**"). 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 an Account in connection with any of following businesses, activities, or practices:
- Money Services: Money transmitters, Digital Currency transmitters; currency or Digital Currency exchanges or dealers; gift cards; prepaid cards; sale of in-game currency unless the merchant is the operator of the virtual world; act as a payment intermediary or aggregator or otherwise resell any of the Coinbase Services
  - Charities: Acceptance of donations for non-profit enterprise
  - Games of Skill: Games which are not defined as gambling under this Agreement or by law, but which require an entry fee and/or award a prize
  - Certain Religious/Spiritual Organizations: Operation of a for-profit religious or spiritual organization
3. Unclaimed Property. If we are holding Supported Digital Assets in your Digital Asset Account and are unable to contact you and we have no record of your use of the Digital Asset Account for several years, applicable law may require us to report these Supported Digital Assets 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 Supported Digital Assets (or the proceeds from their sale) to the applicable state or jurisdiction as unclaimed property.
4. Password Security; Contact Information. You are responsible for creating a strong password and maintaining adequate security and control of any and all IDs, passwords, hints, personal identification numbers (PINs), or any other codes that you use to access your Digital Asset Account. Any loss or compromise of the foregoing information and/or

your personal information may result in unauthorized access to your Digital Asset Account by third parties and the loss or theft of any funds or Supported Digital Assets held in your Digital Asset Account and any associated accounts, including your linked DDA Account or other bank account(s). You are responsible for keeping your email address and telephone number up to date in your 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 Account. We will never under any circumstances ask you for your IDs, passwords, 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 844-825-5399.

5. 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 Account, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities.
6. 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 Supported Digital Assets, as well as digital assets that are not supported, in order to assist Customers in learning more about such digital assets. 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 should be bought, earned, sold, or held by you. Before making the decision to buy, sell or hold any digital asset, 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 assets based on the information provided by us or any of our partners or affiliates.

## **CUSTOMER SERVICE AND DISPUTE RESOLUTION**

1. We may 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 under 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 a Legal Process.

2. If you have feedback, or general questions, contact us at 844-825-5399. 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.
3. If you believe your account has been compromised, you may also report your claim by calling 844-825-5399. We require that all legal documents (including civil subpoenas, complaints, and small claims) be served on our authorized representative at 110 N. Elgin Ave, Tulsa, OK 74120. By accepting service of a legal document, we do not waive any objections we may have and may raise in response to such document.
4. **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.
5. **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 Northern District of Oklahoma), will be determined by arbitration in Tulsa, Oklahoma 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/sites/default/files/Consumer%20Rules.pdf>.

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 Oklahoma, 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 Northern District of Oklahoma 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 a 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 Oklahoma. 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 Tulsa, Oklahoma. 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.
6. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL VAST BANK, N.A., ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED DIGITAL CURRENCY ON DEPOSIT IN YOUR ACCOUNT OR (B) FOR ANY LOST PROFITS, 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 AUTHORIZED OR UNAUTHORIZED USE OF THE ACCOUNT OR THE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF VAST BANK, N.A. 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 VAST BANK, N.A.'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, 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 IN EXCESS OF THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. Waiver. ACCOUNTS AND RELATED 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, VAST BANK, N.A. SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT. VAST BANK, N.A. DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE DIGITAL ASSET ACCOUNT, ANY PART OF THE SERVICES, OR ANY OF THE MATERIALS CONTAINED THEREIN, WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE. VAST BANK, N.A. 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 DIGITAL ASSET ACCOUNT AND RELATED SERVICES. WITHOUT LIMITING THE FOREGOING, YOU HEREBY UNDERSTAND AND AGREE THAT VAST BANK, N.A. WILL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO: (A) ANY INACCURACY, DEFECT OR OMISSION OF DIGITAL CURRENCY PRICE DATA, (B) ANY ERROR OR DELAY IN THE TRANSMISSION OF SUCH DATA, OR (C) INTERRUPTION IN ANY SUCH DATA.
8. 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 Vast Privacy Policy, Online Account Agreement, and all disclosures, notices or policies available on the Vast Bank, N.A. website, comprise the entire understanding and agreement between Customer and Vast Bank, N.A. as to the Digital Asset 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, Vast Bank, N.A.



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 Account, the changes will come into effect 30 days after we post the changes to our website and your use of the Digital Asset 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 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 Oklahoma 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 Tulsa, Oklahoma 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.

**APPENDIX A**  
**SUPPORTED DIGITAL ASSETS AS OF JANUARY 1, 2022**

Bitcoin (BTC)  
Ethereum (ETH)  
Bitcoin Cash (BCH)  
Litecoin (LTC)  
Cardano (ADA)  
Filecoin (FIL)  
Orchid (OXT)  
Algorand (ALGO)  
Aave (AAVE)  
Chainlink (LINK)  
Cosmos (ATOM)  
Tezos (XTZ)

**APPENDIX B**  
**FEE SCHEDULE**

**Purchase Transaction Fee:** 1.00% Transaction Spread

**Sale Transaction Fee:** 1.00% Transaction Spread

By checking the box to agree to all terms and conditions, you certify that you have reviewed the information contained in this Agreement, and find the information accurate on this date. You, as Account Owner, acknowledge receipt of, and agree to be bound by the terms and conditions governing the operation of the Digital Asset Account and services provided by VAST Bank, as may be amended or supplemented from time to time.