

EVOLVE BANK & TRUST
Hodlit, Inc.
CUSTODY ACCOUNT AGREEMENT

Effective as of: February 1, 2019

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This agreement contains the Custody Account Agreement (the “Agreement”) related to the custody account (the “Custody Account”) made available to eligible consumers by Evolve Bank & Trust, an Arkansas banking corporation (the “Bank”), on behalf of Hodlit, Inc., the program partner responsible for managing the Custody Account and providing customer service to you. “We,” “Bank,” “our,” and “us” refer to the Bank, our successors, affiliates, or assignees. “You,” “User” and “your” refer to the person agreeing to this Custody Account Agreement.

1. Appointment: User appoints Bank as User’s Custodian, agent, and attorney-in-fact to hold, but not to manage, the money, which User delivers to its Custody Account at the Bank (the “Account”).
2. Services: User hires Bank to accept, hold and deliver as directed the User’s fiat currency.
3. Customer Information: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When User opens an account, Bank will require that User provides his/her name, address, date of birth, or other appropriate information that will allow Bank to identify User. Bank may also ask to see User’s driver’s license or other identifying documents. User also authorizes Hodlit, Inc. to provide this information to Bank as is necessary to establish this Account.
4. Disbursement: Bank shall, at User’s direction, generate wires and Automatic Clearing House (“ACH”) transactions.
5. FDIC Insurance on Your Account: The insurance on the Custody Account will be limited to a combined total of \$250,000 for all deposits held in the same legal ownership with the Bank, which includes this Account and any other balances you have directly or through other intermediaries with the Bank. An individual with several different accounts at the Bank would have these accounts’ balances aggregated for the purposes of FDIC insurance coverage, limited to \$250,000.
6. Consent to Use Electronic Signatures and Communications and Statements: To the fullest extent permitted by law, this Agreement, account statements, notices and other communications (collectively, “Communications”) from us to you regarding your account(s) and related services with us may be provided to you electronically, and you consent and agree to receive those communications in an electronic form. Electronic Communications may be posted on the pages within the Hodlit, Inc. Website and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be “in writing,” and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format.
 - 6.1. Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive Communications electronically, Platform will terminate your right to use the Hodlit, Inc. Website and/or Mobile App or to obtain or maintain Hodlit, Inc. account(s) and related services, and you accept sole liability for resulting from an

involuntary termination of your Hodlit, Inc. Account(s) and related services, to the extent permitted by law.

- 6.2. Except as expressly provided otherwise in this Agreement, we will mail, send electronically, or otherwise make Communications available to User. Please review promptly all Communications we deliver or make available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or otherwise made available to you on the Hodlit, Inc. Website and/or Mobile App. However, we retain printable versions of your Account statements for seven (7) years or longer periods as may be required by applicable law. You agree to give Hodlit, Inc. notice of any change of your postal or email address. Any account owner or authorized signer of a joint account may change the mailing address for your Account. Notice to any Account owner shall constitute notice to all joint Account owners in a joint account.
7. Reporting to User (Statements): Statements will be made available to you on Hodlit, Inc. Website or Mobile App on a periodic basis at approximately monthly intervals, unless we specify to you another interval period when you open your account or thereafter.
 - 7.1. Electronic statements are available to view and print on the Website or Mobile App (if available). Account statements are considered to be correct. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available. Bank shall not be liable to User for any error not reported to Bank within that period of sixty (60) days.
8. Standard of Care. Limitation of Liability: Bank agrees to perform its duties to the standard of a professional custodian and shall be liable to User only for claims, losses, liabilities, and expenses arising from its gross negligence or willful misconduct, or its failure to act in accordance with this Agreement, unless the claims, losses, liabilities, and expenses are shown to have resulted from User's actions or Bank's reasonably following an instruction from User.
 - 8.1. Bank shall have no liability for acting on instructions from User accepted or interpreted by Bank in good faith according to the terms of this Agreement, declining to act on instructions whose authenticity or accuracy cannot be verified to Bank's satisfaction, or not acting on instructions not actually received.
 - 8.2. Except as required by applicable law, Bank shall have no liability to you if Bank is unable to complete a transaction for any reason beyond its control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, Bank, any affiliates, and the parties with whom Bank and its affiliates contract in order to offer your Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the your Account, any products or services purchased using Account, or this Agreement (as well as any related or prior agreement you may have had with us).
9. Right to Offset: If User shall be indebted to Bank or any of its affiliates for any amount, payment of which is past-due, Bank may transfer to itself or such affiliate the amount necessary to satisfy the indebtedness.
10. No Warranty of Availability or Uninterrupted Use: From time to time, services related to the Services and the Account may be inoperative. When this happens, you may be unable to access the Website, and you may be unable to use the Account or obtain information about the Account. Please notify us if you have any problems using the Account or Website. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.
11. User's Responsibilities:
 - 11.1. Password Security; Contact Information: You are responsible for 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 the Account. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account by third-parties and the loss or theft of any funds held in your Account and any associated accounts, including your Account. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of account login credentials due to no fault of Bank 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 us immediately at support@hodlit.com or call us at 833-699-2553.

12. Taxes: It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transactions you conduct through the Services, and to withhold, collect, report and remit the correct amounts of taxes to the appropriate tax authorities. Your transaction history is available through your Account and the Hodlit, Inc. Website and Mobile App.
13. Communication with Bank/Unclaimed Property: If Bank is holding funds in your account, and Bank is unable to contact you and has no record of your use of the Services for several years, applicable law may require Bank to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, Bank will try to locate you at the address shown in our records, but if Bank is unable to locate you, it may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. Bank reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.
14. Indemnification of Bank: User shall indemnify and defend Bank and its officers, directors, employees, agents, and representatives, and hold each of them harmless, against suit, judgment, asserted claim, demand, excise taxes, claims, liabilities or losses, including fees of counsel, interest and other expenses, arising directly or indirectly from your breach of your obligations under this Agreement or those arising from the instructions or actions of User or of third parties whom User has permitted to direct, manage, view or otherwise act or omit to act in connection with the Account. If the Bank or its officers, directors, employees, agents or representatives is entitled to indemnification against a claim under this Agreement, it shall give the User prompt notice of the claim and any further pleadings, communication or other information connected with it. User shall defend the Bank, and its officers, directors, employees, agents, and representatives, or pay for the cost of its defense, as the Bank or its officers, directors, employees, agents or representatives shall elect. The parties shall cooperate for the cost-effective defense of the claim, and the Bank and its officers, directors, employees, agents and representatives shall not settle any claim for which indemnification is demanded without the consent of the User.
15. Confidentiality and Sharing Your Information: We may disclose information to Platform and other third parties about your Custodial Account or the transactions you make:
 - 15.1. Where it is necessary for completing transactions;
 - 15.2. In order to verify the existence and condition of your Account for a third party;
 - 15.3. In order to comply with government agency, government regulation, court order, or other legal or administrative reporting requirements;
 - 15.4. If you consent by giving us your written permission;
 - 15.5. To our employees, auditors, affiliates, service providers, or attorneys as we deem to be necessary; or
 - 15.6. Otherwise as necessary to fulfill our obligations under this Agreement or as detailed in our Privacy Policy.
16. Governing Law: This Agreement shall be governed by the laws of the State of Tennessee; except that rights and duties as between persons constituting the User with respect to property owned by them jointly shall be determined by the laws of the jurisdiction ordinarily applicable to such persons and property.
17. Alternative Dispute Resolution (Arbitration Statement): Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Account or Services; iii) your use of the Account or

Services; iv) the amount of funds Account; v) advertisements, promotions or oral or written statements related to the Account or Services; vi) the benefits and services related to the Account or Services; or vii) transactions made using Account or Services, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in Shelby County, Tennessee.

17.1. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

17.2. For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

17.3. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

17.4. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

17.5. This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity; or iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

17.6. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, EMAIL US AT support@hodlit.com TO CLOSE THE ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

18. **Survival:** All provisions of this Agreement shall survive the termination of this Agreement or closure of your Account by either party for actions arising in connection with this Agreement or your Account(s).
19. **English Language Controls:** Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.
20. **Customer Service:** For customer service or additional information regarding your Custody Account, please contact us at:
 - 20.1. Call us at 833-699-2553
 - 20.2. Email us at support@hodlit.com
21. **Telephone Monitoring/Recording:** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable.
22. **Amendment and Cancellation:** Except as otherwise required by applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement at the Hodlit, Inc. Website, and any such amendment shall be effective upon such posting to the Website. The Agreement is also available on our Website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice.

22.1. We may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by emailing support@hodlit.com to close your Account. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.

22.2. If your Account is canceled, closed or terminated for any reason, you may request the balance to be returned to your Account. Allow at least fourteen (14) days for processing of such balance return. In the event the Hodlit, Inc.'s program is canceled, closed, or terminated, Hodlit, Inc. or we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to convert and receive any remaining Account balance, will be included in the notice.

IMPORTANT: If you terminate your relationship with Hodlit, Inc., the Account will automatically be closed. Upon closure, any remaining funds in the Account will be converted and returned to you in accordance with this section