



## Digital Asset Escrow Transaction Process and Acknowledgements

**Transmission of Digital Asset:** Transaction instructions provide you with a unique, customized QR code and wallet address for transmission of your Digital Asset for this transaction.

**Acceptance of your Transaction and Conversion of Digital Asset to USD:** Generally, once per business day, we will effect a conversion of Digital Assets to USD using the facilities of Digital Asset exchanges with whom we do business. We will calculate your Final Transaction Amount based on the exchange rate we receive less Prime Trusts' Digital Asset Handling Fee. Digital Assets received during non-business hours or after 4pm New York City time (EST or EDT) on a business day will be converted the following business day. The USD proceeds from this conversion will be used to calculate an Exchange Rate, inclusive of any exchange fees and transfer fees, that we will apply to your Digital Asset transaction to calculate your individual Gross Conversion Proceeds. Prime Trust makes absolutely no representation and provides no warranties that the conversion price will be the best available at the time of conversion.

Prime Trust's Digital Asset Handling Fee will be subtracted from your Gross Conversion Proceeds to yield your Final Transaction Amount.

**Important:** Because the Digital Asset to USD exchange rate may vary significantly from time to time, and even moment to moment, the exact amount of your Final Transaction Amount and any resulting securities purchased in this transaction will be reported to you only **after** we have converted to USD and your transaction has been accepted by all parties.

Calculation of your Final Transaction Amount:

$$\text{Digital Assets Received} \times \text{Exchange Rate} = \text{Gross Conversion Proceeds} \quad (1)$$

$$\text{Final Transaction Amount} = \text{Gross Conversion Proceeds} - \text{Prime Trust Digital Asset Handling Fee} \quad (2)$$

Digital Assets received x Exchange Rate = Gross Conversion Proceeds

Final Transaction Amount = Gross Conversion Proceeds - Prime Trust Digital Asset Handling Fee.

**Digital Asset Transaction In Full:** BY TRANSMITTING DIGITAL ASSETS USING THE INSTRUCTIONS PROVIDED HEREIN, YOU HEREBY AGREE TO INVEST 100% OF THE **FINAL TRANSACTION AMOUNT** AS DEFINED ABOVE IN the offering. If the issuer does not accept your transaction in part or in full for any reason, Prime Trust will issue you a prompt refund of the Digital Assets for the USD equivalent, at then-market conversion prices, to the wallet address from which the Digital Assets originated.

**Refunds:** If your Digital Asset transaction is not accepted by the issuer, or the offering is canceled prior to acceptance, or if a refund is required for any other reason prior to acceptance, Prime Trust will issue a prompt refund only in the type of Digital Asset transacted and such refunds will be transmitted only to the wallet address from which the Digital Asset originated. **Prime Trust will not issue a refund in USD for transactions paid with Digital Assets.** BY TRANSMITTING Digital Asset USING THE INSTRUCTIONS PROVIDED HEREIN, YOU HEREBY ACKNOWLEDGE THAT ANY REFUND YOU RECEIVE MAY BE SUBSTANTIALLY REDUCED BY FEES AND BY MARKET VOLATILITY RELATIVE TO YOUR ORIGINAL TRANSACTION. FOR AVOIDANCE OF DOUBT, ANY AND ALL SUCH FEES ARE EXCLUSIVELY PAID BY YOU FROM YOUR REFUND AMOUNT. BY TRANSMITTING DIGITAL ASSETS FOR THIS TRANSACTION, YOU ACCEPT THIS RISK.



**Transaction Costs:** Prime Trust makes no claim or guarantee that investing in the offering using Digital Assets is economically efficient relative to other payment methods or conversion options available elsewhere. You may pay lower all-in fees by converting Digital Assets to USD away from Prime Trust and this transaction process, and then using the proceeds of that conversion to make a USD transaction in the offering.

**Potentially Irreversible:** Once Prime Trust converts your Digital Assets into USD, it may be impossible to convert the USD back into Digital Assets without substantial delay and without incurring significant losses due to market volatility. While Prime Trust will make all commercially reasonable efforts to refund Digital Assets promptly and efficiently, refunds converted from USD back to Digital Assets are subject to delays and market volatility, and you agree to bear 100% of this risk.

**DISCLAIMER:**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRIME TRUST MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW). PRIME TRUST EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. PRIME TRUST DOES NOT WARRANT AGAINST INTERFERENCE WITH THE USE OF THE SERVICES OR AGAINST INFRINGEMENT. PRIME TRUST DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE ARE ERROR-FREE OR THAT OPERATION OR DATA WILL BE SECURE OR UNINTERRUPTED. PRIME TRUST EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE FLOW OF DATA AND DELAYS ON THE INTERNET, INCLUDING BUT NOT LIMITED TO FAILURE TO SEND OR RECEIVE ANY ELECTRONIC COMMUNICATIONS (e.g. EMAIL). YOU DO NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF PRIME TRUST TO ANY THIRD PARTY. YOUR ACCESS TO AND USE OF THE SERVICES ARE AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO IT ON AN "AS IS" AND "AS AVAILABLE" BASIS. PRIME TRUST EXPRESSLY DISCLAIMS LIABILITY TO YOU FOR ANY DAMAGES RESULTING FROM YOUR RELIANCE ON OR USE OF PRIME TRUST'S SERVICES.

**LIMITATION OF LIABILITY:**

**1. Disclaimer of Consequential Damages.**

YOU HEREBY ACKNOWLEDGES AND AGREE, PRIME TRUST WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO ANY TRANSACTION OR TRANSACTION, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS.

**2. Cap on Liability.**

YOU HEREBY ACKNOWLEDGE AND AGREE UNDER NO CIRCUMSTANCES WILL PRIME TRUST'S TOTAL LIABILITY OF ANY AND ALL KINDS ARISING OUT OF OR RELATED TO THIS SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID, IF ANY, BY YOU TO PRIME TRUST IN THE TRANSACTION, AND FURTHERMORE, THAT PRIME TRUST BEARS ABSOLUTELY NO LIABILITY FOR LOSSES YOU MAY INCUR AS A RESULT OF MARKET PRICE MOVEMENTS, LACK OR FAILURE OF EXECUTION, LACK OR FAILURE OF OBTAINING A BEST PRICE, AND FEES CHARGED BY THIRD-PARTIES IN PROCESSING YOUR TRANSACTION AND THE USD CONVERSIONS THEREUNDER.

**3. General Indemnification.**

You hereby agree to indemnify, protect, defend and hold harmless Prime Trust and its officers,



directors, members, shareholders, employees, agents, partners, vendors, successors and assigns from and against any and all third party claims, demands, obligations, losses, liabilities, damages, regulatory investigations, recoveries and deficiencies (including interest, penalties and reasonable attorneys' fees, costs and expenses), which Prime Trust may suffer as a result of: (a) any breach of or material inaccuracy in the representations and warranties, or breach, non-fulfillment or default in the performance of any of the conditions, covenants and agreements contained herein or in any certificate or document delivered by you or your agents pursuant to any of the provisions herein, or (b) any obligation which is expressly your responsibility in this transaction, or (d) any breach, action or regulatory investigation arising from your failure to comply with any laws or regulation, and/or arising out of any alleged misrepresentations, misstatements or omissions of material fact in the transaction and/or personal details you provide to us. You are required to immediately defend Prime Trust including the immediate payment of all attorney fees, costs and expenses, upon commencement of any regulatory investigation arising or relating to transaction and any complaints subsequently arising. Any amount due under the aforesaid indemnity will be due and payable by you within thirty (30) days after demand thereof.

#### **4. Limitation on Prime Trust's Duty to Litigate.**

Without limiting the foregoing, Prime Trust shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Transaction or with respect to any transaction made by you unless Prime Trust is indemnified to Prime Trust's satisfaction. Whenever Prime Trust deems it reasonably necessary, Prime Trust is authorized and empowered to consult with its counsel in reference to the Transaction and to retain counsel and appear in any action, suit or proceeding affecting the Transaction. All fees and expenses so incurred shall be your responsibility.

#### **5. Third Party Claims.**

You agree to bear sole responsibility for the prosecution or defense, including the employment of legal counsel, of any and all legal actions or suits involving the Transaction, including but not limited to those which may arise or become necessary for the protection of the transactions you make resulting from the Transaction. You also agree to bear sole responsibility for enforcing any judgments rendered in favor of any person, including judgments rendered in the name of Prime Trust.