

DIGITAL ASSET AGREEMENT

This DIGITAL ASSET AGREEMENT (this "Agreement"), is made between CoinX, Inc, a corporation and having a business address at 3300 N Ashton Blvd, Suite 200, Lehi, UT 84043 ("CoinX") including its affiliates, parents, and subsidiaries, and you ("Counterparty") upon your offer to purchase or sale digital asset(s) to CoinX, (together with CoinX, the "Parties" and each a "Party").

WHEREAS, the Parties desire to enter into periodic Purchase or Sales for the purchase and sale of cryptocurrency as set forth herein and therein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1 In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms shall have the meanings specified in this Article I:

"Counterparty Purchased Cryptocurrency" or "CPCT" shall mean the number and type of cryptocurrency Counterparty is obligated to purchase from CoinX pursuant to a Purchase or Sale.

"Counterparty Purchase Price" shall mean the price per applicable cryptocurrency set forth in a Purchase or Sale multiplied by the number of Counterparty Purchased Cryptocurrency set forth in such Purchase or Sale.

"Cryptocurrency Network" shall mean the peer-to-peer computer network that governs the transfer of the applicable cryptocurrency.

"CoinX Purchased Cryptocurrency" or "CPC" shall mean the number and type of cryptocurrency CoinX may purchase from Counterparty pursuant to a Purchase or Sale. CoinX is a regulated financial institution and is not obligated to provide details regarding its decision to complete or not complete any transactions.

"CoinX Purchase Price" shall mean the price per applicable cryptocurrency set forth in a Purchase Order multiplied by the number of CoinX Purchased Cryptocurrency set forth in such Purchase Order.

"Custodian" shall mean the licensed third-party trust custodial service provider which provides the custodial services to support and store digital currencies and digital tokens "Digital Assets", which is licensed to act as Custodian of Digital Assets on Counterparty's behalf. CoinX does not act as a Custodian for Counterparty's Digital Assets and assumes no liability or responsibility for the services provided by Custodian. CoinX makes no warranties

or guarantees regarding the services of the Custodian and assumes no liability for such services.

“Liens” shall mean security interests, liens, mortgages, hypothecations, pledges, claims (pending or threatened), rights of first refusal, charges, escrows, encumbrances or similar rights.

“Non-Cooperative Jurisdiction” shall mean any country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering (“FATF”), of which the United States is a member and with which designation the United States representative to the group or organization continues to concur.

See <http://www.fatf-gafi.org> for FATF’s list of non-cooperative countries and territories.

“OFAC” shall mean the United States Office of Foreign Assets Control. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/offices/enforcement/ofac/>.

“Person” shall mean any individual, corporation, partnership, association, limited liability company, trust, estate or other entity, either individually or collectively.

“Purchase or Sale” shall mean each electronic confirmation sent by Counterparty or CoinX, as the case may be, duly confirmed by Counterparty or CoinX, as applicable, before the end of the Review Period as set forth herein and incorporated herein by reference, setting forth, among other things, the number of Counterparty Purchased Cryptocurrency or the number of CoinX Purchased Cryptocurrency, the price per applicable cryptocurrency and the Counterparty Purchase Price or the CoinX Purchase Price.

“Settlement Date” shall mean, with respect to any purchase or sale, the date designated as such in the electronic confirmation provided relating to such purchase or sale.

ARTICLE II

SALE AND PURCHASE OF THE CRYPTOCURRENCY

Section 2.1 Purchase or Sale.

During the term of this Agreement and at such times as mutually agreed by the Parties, the Counterparty or CoinX may submit a Purchase or Sale to CoinX or the Counterparty via the CoinX’s designated portal and the party receiving the Purchase or Sale shall have the time denoted in the portal but not more than ten minutes from initiation of the Purchase or Sale (the “Review Period”) to confirm such Purchase or Sale via the CoinX portal after which Review Period such Purchase or Sale shall be deemed to be rejected and expired.

Section 2.2.

A. On each Settlement Date Counterparty or CoinX, as the case may be, will sell, transfer, and deliver the CoinX Purchased Cryptocurrency (CPC) or the Counterparty Purchased Cryptocurrency (CPTC), respectively, as specified to the other party, and such purchaser will

purchase all the other party's right, title and interest in and to such cryptocurrency from the seller.

B. Promptly following confirmation of each Purchase in accordance with Section 2.1:

i. if Counterparty is purchasing the CPC from CoinX, then Counterparty shall deliver, or shall direct its agents or designees to deliver, the CPC Purchase Price to CoinX by transfer of immediately available funds or cryptocurrencies through the applicable Cryptocurrency Network to CoinX's applicable location, wallet, address, account or storage device as designated by CoinX at the time of purchase (each a "CoinX Wallet") or;

ii. if CoinX is purchasing the CPC from Counterparty, then Counterparty shall deliver, or shall direct its agents or designees to deliver, the CoinX Purchased Cryptocurrency to CoinX by transfer of immediately available cryptocurrencies on the applicable Cryptocurrency Network to the applicable CoinX Wallet. In the alternative, if the CoinX Purchased Cryptocurrency is within the custody of the Custodian, CoinX may, at its sole election, instruct the Custodian to immediately transfer the CoinX Purchased Cryptocurrency directly to CoinX and Counterparty, without reservation, agrees to such transfer by Custodian to CoinX's designated CoinX Wallet.

iii. Promptly following payment of the Counterparty Purchase Price or transfer of the CPC by Counterparty, as set forth herein, (a) if Counterparty is purchasing the CPC from CoinX, then CoinX shall deliver, or shall direct its agents or designees to deliver, the CPC to Counterparty by transfer of immediately available cryptocurrencies on the applicable Cryptocurrency Network to Counterparty's applicable location, wallet, address, account or storage device (each a "Counterparty Wallet") or (b) if CoinX is purchasing the CoinX CPTC from Counterparty, then CoinX shall deliver or shall direct its agents or designees to deliver, the CoinX Purchase Price to Counterparty by transfer of immediately available funds or cryptocurrencies on the applicable Cryptocurrency Network the applicable Counterparty Wallet.

iv. In the event a Purchase or Sale is not settled by the Settlement Date, CoinX shall have the right to terminate such Purchase or Sale in CoinX's sole discretion for any reason or no reason. CoinX shall retain the right to cancel any Settlement for any reason or no reason without liability.

Section 1.3 Term.

This Agreement shall remain in effect until the completion of the Purchase or Sale unless terminated earlier by CoinX ("Termination"). Counterparty's use of any of the services provided under this Agreement is consent to the terms and conditions of this Agreement. ALL SALES AND PURCHASES ARE FINAL, AS IS, NO WARRANTIES OR GUARANTEES IMPLIED OR EXPRESS BY COINX EXCEPT AS STATED HERIN, NO REFUNDS WILL BE GIVEN, AND COUNTERPARTY HEREBY WAIVES ANY AND ALL RIGHTS TO SUCH.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.1.

CoinX represents and warrants to Counterparty, as of the date hereof and on each Settlement Date:

A. CoinX is a limited partnership duly organized, validly existing and in good standing under the laws of its applicable jurisdiction. CoinX has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by CoinX of this Agreement, the performance by CoinX of its obligations hereunder, and the consummation by CoinX of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of CoinX.

B. This Agreement has been duly executed and delivered by CoinX and (assuming due authorization, execution and delivery by Counterparty), this Agreement constitutes a valid and legally binding obligation of CoinX, enforceable against CoinX in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.

C. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will conflict with, violate constitute a default under (a) any of CoinX's organizational documents, (b) any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which CoinX is subject or by which any of its assets or properties are bound, or (c) any agreement, debt or other instrument to which CoinX is a party or by which any of its assets or properties are bound.

D. Neither CoinX, nor any Person who controls CoinX or any Person for whom CoinX is acting as an agent or nominee, as applicable (1) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC from time to time; (2) is a Foreign Shell Bank; or (3) resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction.

E. With respect to any Counterparty Purchased Cryptocurrency that CoinX sells, transfers and delivers to Counterparty in any Purchase Order, CoinX is the lawful owner of such Counterparty Purchased Cryptocurrency with good and marketable title thereto, free and clear of any and all Liens, and CoinX has the absolute right to sell, assign, convey, transfer and deliver such Counterparty Purchased Cryptocurrency. Upon consummation of such purchase, Counterparty will be vested with good and valid title to such Counterparty Purchased Cryptocurrency free and clear of any and all Liens.

F. CoinX is the lawful owner of each CoinX Wallet, and has good title thereto. Each CoinX Wallet is owned and operated solely for the benefit of CoinX, and no Person, other than CoinX, has any right, title or interest in any CoinX Wallet.

G. CoinX agrees, understands and acknowledges that (i) Counterparty engages in the bilateral purchase and sale of cryptocurrencies, including any such transaction contemplated by this Agreement, solely on a proprietary basis for investment purposes for its own account; (ii) if Counterparty transacts with CoinX it does so solely on a bilateral basis;

and (iii) Counterparty is not providing and will not provide any fiduciary, advisory, exchange or other similar services with respect to CoinX, any person related to or affiliated with CoinX, or any transaction subject to this Agreement. CoinX further agrees, represents and warrants that (x) CoinX is solely responsible for any decision to enter into a transaction subject to this Agreement, including the evaluation of any and all risks related to any such transaction; and (y) in entering into any such transaction, CoinX has not relied on any statement or other representation of Counterparty other than as expressly set forth herein.

Section 3.2.

Counterparty hereby represents and warrants to CoinX, as of the date hereof and on each Settlement Date:

A. If Counterparty is a company that Counterparty is duly organized, validly existing and in good standing under the laws of its applicable jurisdiction. Counterparty has all necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Counterparty of this Agreement, the performance by Counterparty of its obligations hereunder and the consummation by Counterparty of the transactions contemplated hereby have been duly authorized by all requisite company action on the part of Counterparty.

B. This Agreement has been duly executed and delivered by Counterparty and (assuming due authorization, execution and delivery by CoinX), this Agreement constitutes a valid and legally binding obligation of Counterparty, enforceable against Counterparty in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.

C. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will conflict with, violate or constitute a default under (i) any of Counterparty's organizational documents, (ii) any statute, regulation, rule, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which Counterparty is subject or by which any of its assets or properties are bound, or (iii) under any agreement, debt or other instrument to which Counterparty is a party or by which any of its assets or properties are bound.

D. Neither Counterparty, nor any Person who controls Counterparty, or any Person for whom Counterparty is acting as an agent or nominee, as applicable (i) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintain by OFAC from time to time; (ii) is a foreign shell bank; (iii) resides in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction; or (iv) that the Counterparty is engaged in or has been engaged in any violation of any applicable law or criminal activity including, but not limited to: anti-money laundering, bribery or corruption, illegal activities, or similar.

E. With respect to any CoinX Purchased Cryptocurrency, Counterparty sells, transfers, and delivers to CoinX in any Purchase Order, Counterparty is the lawful owner of such CoinX Purchased Cryptocurrency with good and marketable title thereto, free and clear of any and

all Liens and Counterparty has the absolute right to sell, assign, convey, transfer, and deliver such CoinX Purchased Cryptocurrency. Upon consummation of such purchase, CoinX will be vested with good and valid title to such CoinX Purchased Cryptocurrency which is free and clear of any and all Liens.

F. Counterparty is the lawful owner of each Counterparty Wallet, and has good title thereto. Each Counterparty Wallet is owned and operated solely for the benefit of the Counterparty, and no Person, other than Counterparty, has any right, title, or interest in any Counterparty Wallet.

G. Counterparty agrees, understands, and acknowledges that (i) CoinX engages in the bilateral purchase and sale of cryptocurrencies, including any such transaction contemplated by this Agreement, solely on a proprietary basis for investment purposes its own account; (ii) if CoinX transacts with Counterparty it does so solely on a bilateral basis; and (iii) CoinX is not providing and will not provide any fiduciary, advisory, exchange, or other similar services with respect to Counterparty, any person related to or affiliated with Counterparty, or for any transaction subject to this Agreement. COINX EXPRESSLY DISCLAIMS ANY LIABILITY FOR CUSTODIAL SERVICES BY THE DIGITAL ASSET THIRD PARTY PROVIDER AND ONLY PROVIDES THE ACCESS TO THE DIGITAL ASSET CUSTODIAL SERVICE AS A CONVENIENCE TO COUNTERPARTY, SUCH SERVICES ARE PROVIDED AS IS WITH NO WARRANTIES OR GUARANTIES EXPRESSED OR IMPLIED. Counterparty further agrees, represents and warrants that (x) Counterparty is solely responsible for any decision to enter into a transaction subject to this Agreement, including the evaluation of any and all risks related to any such transaction; and (y) in entering into any such transaction, Counterparty has not relied on any statement or other representation of CoinX's other than as expressly set forth herein. Cryptocurrencies are purchased and sold AS IS with no warranties or guarantees. Counterparty expressly acknowledges that it has not relied upon any statement or representation of the other Party to engage in any sale or purchase of cryptocurrency.

H. Counterparty expressly agrees it will indemnify CoinX for any and all damages it sustains in relation to this Agreement. Counterparty expressly acknowledges that CoinX may take possession of Counterparty's Wallet to reimburse CoinX for such damages.

ARTICLE IV. MISCELLANEOUS

Section 4.1 Amendments; Waivers.

The provisions of this Agreement may be amended only if the other Party has consented in writing to such amendment, action or omission. No such consent with respect to any such action or omission shall operate as a consent to, waiver of, or estoppel with respect to, any other or subsequent action or omission. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or at equity.

Section 4.2 Assignment; Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, heirs, personal representatives, and permitted assigns. Counterparty

may not assign or delegate its rights or obligations hereunder without the prior written consent of CoinX, which may be withheld in CoinX's sole discretion.

Section 4.3 Severability.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 4.4 Descriptive Headings and Construction.

The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Unless otherwise indicated, references to Articles and Sections herein are references to Articles and Sections of this Agreement.

Section 4.5 Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without giving effect to the principles of conflicts of law thereof. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled solely and exclusively by binding arbitration in the State of Utah, County of Salt Lake administered by JAMS with no less than three arbitrators mutually agreed upon by the Parties. The Parties agree and acknowledge that all transactions contemplated under this Agreement shall be deemed to transpire within and under the exclusive jurisdiction and laws of the State of Utah. Parties waive any defenses of non-convenience.

Section 4.6 Modification.

This Agreement may be modified by CoinX at any time or reason and such modifications will be deemed to be approved by Counterparty by Counterparty's use of the service.

Section 4.7 Arbitration.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration. Arbitration shall be conducted in accordance with the then prevailing JAMS Streamlined Arbitration Rules & Procedures, with the following exceptions to such rules if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each Party to the arbitration will pay an equal share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any Party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such Party. Each Party shall bear its own attorneys' fees and expenses. The Parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE THEN EACH PARTY, (i) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES, AND (ii) SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS LOCATED IN THE STATE OF NEW YORK, COUNTY OF NEW YORK, AND EACH PARTY AGREES NOT TO INSTITUTE ANY SUCH ACTION OR PROCEEDING IN ANY OTHER COURT IN ANY OTHER JURISDICTION. Each Party irrevocably and unconditionally waives any objection that it may now or hereafter have to the laying of

venue of any action or proceeding arising out of or relating to this Agreement in the courts referred to in this section.

Section 4.8 Confidentiality.

Each of CoinX and Counterparty hereby agrees to not disclose, and to otherwise keep confidential, the transactions contemplated hereby, the existence or nature of any relationship between the Parties, the name of the other Party or the fact that the Parties engaged in any transaction ("Confidential Information"), provided, however, that each Party may disclose Confidential Information to its directors, officers, members, employees, agents, affiliates, and professional advisers or to financial institutions providing services to a Party in connection with any applicable anti-money laundering or compliance requirements. If either Party is required by law, rule or regulation, to disclose such information (the "Required Party"), the Required Party will, to the extent legally permissible, provide the other Party (the "Subject Party") with prompt written notice of such requirement so that such Subject Party may seek (at its sole cost and expense) an appropriate protective order or waive compliance with this Section. The Subject Party shall promptly respond to such request in writing by either authorizing the disclosure or advising of its election to seek such a protective order, or, if such Subject Party fails to respond promptly (or responds promptly but either waives compliance with this Section, or a protective order is not obtained), then, such disclosure shall be deemed approved, and the Required Party may disclose that portion of the Confidential Information that is required to be disclosed by applicable law. The confidentiality obligations set forth in this Section shall survive the termination or expiration of this Agreement.

Section 4.9 Entire Agreement.

This Agreement and each Purchase Order executed on or after the date hereof contain the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, written or oral, among the Parties with respect thereto.

Section 4.10 No Third-Party Beneficiary.

The terms and provisions of this Agreement are intended solely for the benefit of each Party and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.