

Master Subscription Agreement

This Master Subscription Agreement (this "Agreement") forms part of the agreement under which **TaxBit Inc.** ("TaxBit") will provide certain Services (as defined below) to you ("Customer"), as further described in the applicable product specific terms and conditions (the "T&Cs") entered into between Customer and TaxBit, referencing this Agreement

Background

A. TaxBit is the leading platform for unifying digital assets tax and accounting across enterprises, consumers, and governments.

B. Customer wishes to subscribe to the Services described in more detail in the T&Cs, and TaxBit is willing to perform such Services under the terms and conditions herein.

C. In consideration of the mutual covenants and agreements below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by TaxBit and Customer, both parties agree as follows:

Terms and Conditions

1. DEFINITIONS:

"Affiliate" means any entity that controls, is controlled by or is under common control with a party, but only so long as such control continues to exist. For purposes of this definition, "control" means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity or, in the case of a noncorporate entity, equivalent rights.

"Confidential Information" means all non-public or proprietary information disclosed by one party (the "Discloser") to the other party (the "Recipient"), or which under the circumstances of disclosure should be reasonably understood to be confidential. Confidential Information includes the existence and provisions of this Agreement and the T&Cs as well as all information received from third parties that the Discloser is obligated to treat as confidential, but excludes any information that the Recipient establishes to have been: (i) in the public domain or otherwise comes into the public domain other than by virtue of a breach of this Agreement (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or (ii) properly known to the Recipient prior to having received such information under this Agreement; or (iii) given to the Recipient by a third party who is not obligated to maintain confidentiality; or (iv) independently developed by the Recipient without reference to the Confidential Information or breach of this Agreement; or (v) disclosed by it with the Discloser's prior written approval.

"Customer Data" means any content, materials, data (personal or otherwise), reports and similar information that Customer and/or its Users enter into the Services or platform, or that Customer derives from its use of the Services or stores therein, excluding any TaxBit Confidential Information.

"Documentation" means TaxBit's then-current technical and functional documentation, including any roles and responsibilities descriptions relating to the Services which TaxBit makes

available to Customer under the Agreement.

“Export Laws” means all applicable United States import, export control and sanctions laws.

“IPR” means all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, software, source code, object code, data, databases, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate and domain names, together with all of the goodwill associated therewith, derivative works and all other similar proprietary rights.

“Output” means all tangible outputs that are generated through the use of the Services by Customer and its Users under this Agreement that are based on Customer Data, including reports, analyses, measurements, metrics or other output of data or information, such as summaries and graphical or numerical displays.

“Pre-Existing Materials” means all documents, data, know-how, methodologies, software, Customer’s API and all other information and materials, including computer programs, reports, and specifications, in each case developed or acquired by Customer either prior to the commencement or independently of this Agreement and the transactions contemplated hereunder.

“Representatives” means any and all officers, directors, employees, consultants, contractors, agents, attorneys, accountants, financial advisors, and other representatives of a party.

“Services” means the Cloud and subscription-based, on-demand solutions for digital asset tax and accounting compliance provided by TaxBit pursuant to the T&Cs.

“Users” means individuals who are authorized by the Customer to access and use the Services.

2. Services; Access and Use:

2.1 Subject to Customer’s compliance with the terms and conditions of this Agreement, TaxBit grants Customer a non-exclusive and non-transferable right to access and use the Services, including the implementation, configuration and Documentation thereof, solely for Customer’s internal business operations during the term of each subscription as provided under the T&Cs (**“Subscription”**); provided that Customer is prohibited from accessing or using the Services from countries where such use is prohibited by Export Laws.

2.2 TaxBit reserves the right, in its sole discretion, to make any changes to the Services and any related Documentation that it deems necessary or useful to:

- a) maintain or enhance: (i) the quality or delivery of TaxBit's services to its customers; (ii) the competitive strength of or market for TaxBit's services; or (iii) the Services' cost efficiency or performance; or
- b) comply with applicable Law.

2.3 Customer will not and will not allow its Users to, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software,

Documentation or data related to the Services (the “**Software**”); copy, modify, translate, or create derivative works based on the Services or any Software; remove any proprietary notices or labels; or use the Services in violation of any applicable laws and regulations.

2.4 If applicable to the Services purchased pursuant to the T&Cs, Customer shall provide all necessary disclosures to its Users and/or its customers, as applicable, and obtain all necessary consents from such Users and/or customers, in each case to the extent necessary to share such Users’ and/or customers’ personal information with TaxBit and for TaxBit and its Affiliates, licensors, sub-processors and other service providers to use such personal information to provide the Services.

3. PAYMENTS:

3.1 Customer will pay TaxBit the fees for the Services (collectively, “**Fees**”) specified in, and in accordance with, the pricing schedule and other terms set forth in the applicable T&Cs. Unless specified otherwise, the Fees are due and payable immediately upon accrual. TaxBit has the right to impose a finance charge of the lesser of one percent (1%) monthly or the maximum rate permitted by applicable law, on all past due Fees.

3.2 Customer is solely responsible for any applicable sales, use, or any value added or similar taxes (collectively, “**Sales Taxes**”) payable with respect to provision of the Services or arising out of or in connection with this Agreement, other than taxes based upon TaxBit’s personal property ownership, net income, or imposed upon TaxBit under federal, state and local wage laws. All Fees, rates and estimates exclude Sales Taxes.

4. TERM AND TERMINATION:

4.1 This Agreement will commence as set forth in the T&Cs and continue in effect until otherwise terminated in accordance with Section 4.2; provided that the termination of this Agreement will automatically terminate all outstanding Subscriptions and T&Cs.

4.2 A party may terminate this Agreement or any Subscription and applicable T&Cs for “cause” in the event of a material breach of any provision of this Agreement or any such T&Cs (including non- or late payment, bankruptcy, receivership, or liquidation) that is not cured by the other party within 30 days after it has been provided written notice of breach. TaxBit has the right to terminate this Agreement following 30 days’ written notice in the event that Customer fails to pay any amount when due.

4.3 TaxBit may terminate this Agreement following 30 days’ written notice for any reason.

4.4 If there is no active Subscription under this Agreement, either party may terminate this Agreement upon ten (10) days’ written notice to the other party.

4.5 On the termination or expiration of this Agreement for any reason: (i) at the request of either party, the other party shall promptly return, destroy or purge all Confidential Information of the requesting party; and (ii) every provision of this Agreement which, by its terms, should be reasonably understood to survive, shall do so (including, without limitation, all accrued or outstanding payment obligations).

5. INFORMATION SECURITY: TaxBit will implement and maintain appropriate technical and organizational measures to protect the Customer Data processed by TaxBit as part of the Services in compliance with applicable data protection law. TaxBit will notify Customer promptly in the

event it becomes aware of any violation of the foregoing by others, or of any other misappropriation or unauthorized access or disclosure of Customer Data.

6. INTELLECTUAL PROPERTY:

6.1 TaxBit at all times retains sole and exclusive ownership of all IPR in and to the Services, including all documents, work product and other materials delivered to Customer or prepared by or on behalf of TaxBit in the course of Services (except for any Confidential Information of Customer or its Affiliates, including Customer Data) (collectively, “**TaxBit IPR**”). In addition to the limited right to access and use provided in Section 2, TaxBit hereby grants Customer and its Affiliates a limited right to access and use all IPR in all documents, work product, and other materials that are delivered to Customer under this Agreement, or prepared by or on behalf of TaxBit in the ordinary course of performing the Services on a fully-paid, non-exclusive, non-transferable, non-sublicensable, perpetual and worldwide basis, to the extent necessary to enable Customer and its Users to make use of the Services as contemplated in this Agreement. Except as expressly provided in this Section 6.1, all other rights in and to the TaxBit IPR are expressly reserved by TaxBit.

6.2 Customer at all times retains sole and exclusive ownership of all IPR in and to the Output and Pre-Existing Materials. During the applicable Subscription, Customer hereby grants TaxBit a limited, non-exclusive, non-transferable, and non-sublicensable license to the IPR in any Pre-Existing Materials solely to the extent incorporated in, combined with or otherwise necessary for Customer receipt or use of the TaxBit IPR delivered to Customer under this Agreement. Except as expressly provided in this Section 6.2, all other rights in and to the Output and Pre-Existing Materials are expressly reserved by Customer.

7. CONFIDENTIALITY: The Recipient must hold in the strictest confidence and refrain from using or disclosing to any third party, any Confidential Information of the Discloser other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement. In the event the Recipient is required by law to disclose any Confidential Information of Discloser, it must promptly notify the Discloser as such and provide all reasonable assistance and cooperation in any efforts by the Discloser to prevent or limit such disclosure, at the Discloser’s sole expense. This provision expressly supersedes and overrides any other confidentiality or nondisclosure agreement, verbal or written, between the parties.

8. FEEDBACK: Either party may, from time-to-time, submit feedback, comments, suggestions, questions, ideas, or other information to the other party concerning the other party’s products, services, technology, techniques, processes, or materials (collectively “Feedback”). The receiving party may use Feedback without obligation to the providing party who hereby irrevocably assigns all right, title, and interest in any such Feedback to the receiving party.

9. DEFENSE OF THIRD-PARTY CLAIMS:

9.1 By TaxBit. TaxBit will defend Customer and its Representatives against claims brought against Customer and its Affiliates by any third party to the extent arising from or based on allegations that: (i) any TaxBit breach of Section 14.1; or (ii) Customer’s and its Affiliates’ use of the Service infringes or misappropriates IPR. TaxBit will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement TaxBit enters into) with respect to these claims. TaxBit’s obligations under this Section 9.1 will not apply if the claim

results from: (a) use of the Services in conjunction with any product or service not provided by TaxBit; (b) use of the Services provided for no fee; (c) Customer's failure to timely notify TaxBit in writing of any such claim if TaxBit is prejudiced by Customer's failure to provide or delay in providing such notice; or (d) any use of the Services not permitted under the Agreement or the Documentation.

9.2 IPR Infringement. If a third party makes a claim or in TaxBit's reasonable opinion is likely to make such a claim, as Customer's sole remedy under this Agreement, by law or at equity, TaxBit may at its sole option and expense: (a) procure for Customer the right to continue using the Services under the terms of the Agreement; (b) replace or modify the Services to be non-infringing without a material decrease in functionality; or (c) terminate Customer's subscription to the affected Services upon written notice to Customer and provide a pro-rata refund of any pre-paid Fees. TaxBit expressly reserves the right to cease such defense of any claim(s) if the applicable Services are no longer alleged to infringe or misappropriate the third party's rights.

9.3 By Customer. Customer will defend TaxBit and its Representatives against claims brought against TaxBit by any third party arising from or related to (i) any Customer breach of Section 14.1; or (ii) Customer Data or other Customer inputs. Customer will indemnify TaxBit against all damages finally awarded against it (or the amount of any settlement Customer enters into) with respect to these claims.

9.4 Procedures. To qualify for defense against any third-party claim: (a) the party against whom a third-party claim is brought (the "**Named Party**") must timely notify the other party (the "**Defending Party**") in writing of any claim; (b) the Named Party shall reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the Defending Party subject to this provision; (c) the Defending Party will have the right to fully control the defense; and (d) no settlement of a claim may include a financial or specific performance obligation on, or admission of liability by the Named Party without such party's express, written consent.

10. REPRESENTATIONS AND WARRANTIES:

10.1 Each party represents and warrants to the other that: (i) it has the right and authority to enter into this Agreement and to perform its obligations without the need to obtain any additional consents or approvals; (ii) the performance of its obligations under this Agreement will not breach or be in conflict with any other agreement to which the party is bound; and (iii) the Services and its performance of its obligations under this Agreement (as applicable) will at all times comply with applicable laws and regulations.

10.2 TaxBit further represents, warrants, and covenants to Customer that the Services are of professional quality and will be performed in a workmanlike manner consistent with generally-accepted industry standards and any specifications set forth in the relevant T&Cs.

11. DISCLAIMER OF WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) TAXBIT AND ITS SUPPLIERS AND LICENSORS PROVIDE THE SERVICES AS-IS AND WITH ALL FAULTS, AND DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY

(IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE; AND (C) THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE, OF THE SERVICES REMAINS WITH CUSTOMER AT ALL TIMES.

12. LIMITATIONS OF LIABILITY AND CAP ON DAMAGES.

12.1 EXCEPT IN THE CASE OF A TAXBIT'S INDEMNIFICATION OBLIGATIONS, FRAUD, WILLFUL MISCONDUCT, AND/OR DIRECT PARTY LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF CUSTOMER'S INTELLECTUAL PROPERTY RIGHTS: (A) TAXBIT WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF TAXBIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), LOSS OF PROFITS, LOSS OF REVENUE, DATA LOSS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, AND/OR FAILURE TO MEET ANY DUTY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT; AND (B) TAXBIT'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TAXBIT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

12.2 THE PARTIES AGREE THAT THE ABOVE PROVISIONS FAIRLY ALLOCATE THE PARTIES' RISKS AND ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN, EVEN IF A PARTY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR DAMAGES, AS THE CASE MAY BE.

13. NOTICES: All required notices under this Agreement must be in writing and given electronically (such as by email or e-signature service), or by U.S. postal service, certified or registered mail to the other party as provided below. Either party may change its address for receipt of notice by notifying to the other party in accordance with this Section 13, and notices are deemed given: (i) upon receipt if delivered electronically, or (ii) five (5) business days after the date sent by physical mail or courier.

To TaxBit:	To Customer:
TaxBit Inc. 66 Wadsworth Park Drive Suite 200 Draper, Utah 84020 Attn: General Counsel Copy: legal@taxbit.com	At the address set forth in Customer's account profile.

14. MISCELLANEOUS PROVISIONS.

14.1 Compliance with Law: Each party shall at all times comply with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of its business and to this Agreement and its performance hereunder, including (i) all applicable export and import laws and regulations of the US and other applicable jurisdictions; (ii) all applicable anti-

bribery and anti-money laundering laws and regulations of the US and other applicable jurisdictions, including any obligations to file any suspicious activity reports or other customer transaction reports; and (iii) economic sanctions programs that are or may be maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or the U.S. Department of State, as well as the List of Specially Designated Nationals and Blocked Persons and other U.S. government restricted parties lists.

14.2 Legal Proceedings: This Agreement, for all purposes, shall be construed in accordance with the laws of the State of Delaware without regard to conflicts-of-law principles. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue, and the substantially prevailing party shall be entitled to its reasonable attorneys' fees and court costs.

14.3 Parties' Relationship: The parties are independent contractors. The details of the method and manner for performance of the Services by TaxBit shall be under its own control, Customer being interested only in the results thereof. Nothing in this Agreement may be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.4 Severability: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable the agreement. This Agreement may be modified to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.5 Amendments: TaxBit may amend this Agreement from time to time by posting a revised version to this Agreement. It is Customer's sole responsibility to review this Agreement from time to time for any such changes. The updated Agreement will be effective as of the time of upload. Customer's continued access or use of the Services after the modifications have become effective will be deemed Customer's acceptance of the modified Agreement.

14.6 No Waivers: No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.7 Force Majeure: Except for purely payment-related obligations, neither party (the "Affected Party") will be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling any obligation under this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of such party ("Force Majeure"). Force Majeure includes events such as "acts of God," floods, fires, earthquakes, explosions and other casualty events, government actions, war, invasion or hostilities, terrorist threats or acts, riots and or other civil unrest, national emergency, revolutions, insurrections, epidemics, restraints or delays

affecting carriers or the supply chain, breakdown in telecommunications or power outages; provided that, if the Force Majeure persists for a continuous period exceeding thirty (30) days, the other party will be entitled to terminate this Agreement with immediate effect upon notice to the Affected Party.

14.8 Assignment: This Agreement may not be assigned by either party without the prior written consent of the other party; provided that either party may assign this Agreement without consent to: (i) an Affiliate, or (ii) any purchaser of all or substantially all of such party's assets or to any successor by way of merger or similar transaction that is not a competitor of the non-assigning party. Any purported assignment to the contrary is void and, subject to the foregoing, this Agreement will inure to and bind all successors, assigns, receivers, and trustees of the applicable party.

14.9 Marketing. Customer hereby grants TaxBit a non-exclusive, non-transferable, worldwide right to use Customer's name, trademarks, service marks, logos, trade names and/or branding for marketing activities, promotional campaigns or publicity purposes. Customer further agrees to provide reasonable cooperation to TaxBit in designing and executing case studies and other similar marketing and promotional activities, upon request by TaxBit.

14.10 Entire Agreement: This Agreement, together with the T&Cs, is the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.