



tastyworks Cryptocurrency Platform Agreement

Last Updated: January 13, 2021

This tastyworks Cryptocurrency Platform Agreement (“**Cryptocurrency Platform Agreement**”) sets forth certain rights and obligations between you and tastyworks, Inc. (“**tastyworks**,” “**we**,” or “**us**”) with respect to your cryptocurrency account with and Zero Hash LLC (“**Zero Hash**”) (a “**Cryptocurrency Account**”). Please read through this Cryptocurrency Platform Agreement carefully before registering a Cryptocurrency Account and accessing or using the Zero Hash Services (as defined herein).

ALL APPLICABLE TERMS AND CONDITIONS CONTAINED WITHIN THE [TASTYWORKS CUSTOMER AGREEMENT](#) GOVERNING YOUR BROKERAGE ACCOUNT ARE INCORPORATED HEREIN BY REFERENCE, INCLUDING WITHOUT LIMITATION, THE INDEMNIFICATION, LIMITATION OF LIABILITY AND ARBITRATION PROVISIONS.

BY REGISTERING A CRYPTOCURRENCY ACCOUNT, OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS CONTAINED IN THIS CRYPTOCURRENCY PLATFORM AGREEMENT IN THEIR ENTIRETY, INCLUDING ALL TERMS INCORPORATED BY REFERENCE.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, INCLUDING THE AUTHORIZATION TO SHARE INFORMATION IN SECTION 4, THE AUTHORIZATION TO TRANSFER FUNDS IN SECTION 5, AND THE MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER IN THE [TASTYWORKS CUSTOMER AGREEMENT](#), DO NOT REGISTER A CRYPTOCURRENCY ACCOUNT OR ACCESS OR USE THE SERVICES.

1. Scope of Services

This Cryptocurrency Platform Agreement applies to your access to and use of the Platform and Zero Hash Services, as described in the [Zero Hash and Zero Hash Liquidity Services User Agreement](#), incorporated herein by reference. By registering a Cryptocurrency Account with Zero Hash, in accordance with the terms and conditions contained in the [Zero Hash and Zero Hash Liquidity Services User Agreement](#), you will be able to enter into cryptocurrency transactions with Zero Hash and Zero Hash Liquidity Services (“**ZH Liquidity**”), (the “**Zero Hash Services**”) through tastyworks’ desktop application, mobile application or website(s) (the “**Platform**”).

2. Modifications to this Cryptocurrency Platform Agreement

tastyworks reserves the right to make changes to this Cryptocurrency Platform Agreement at any time and at our sole discretion. If we make changes, we will post the amended Cryptocurrency Platform Agreement to the Platform and update the “Last Updated” date above. We may also attempt to notify you by sending an email notice to the address associated with your Cryptocurrency Account or by

providing notice through the Platform. Using a particular form of notice in some instances does not obligate us to use the same form in other instances. Unless we say otherwise in our notice, the amended Cryptocurrency Platform Agreement will be effective immediately and will apply to any then current and subsequent uses of the Zero Hash Services, including any pending transactions. You are responsible for reviewing this Cryptocurrency Platform Agreement each time you access or use the Zero Hash Services. Your continued access to and use of your Cryptocurrency Account and/or the Zero Hash Services after we provide notice will constitute your acceptance of the changes. If you do not agree to any of the amended terms and conditions, you must stop accessing and using the Zero Hash Services.

3. Platform Access to the Zero Hash Services

3.1 Order Routing

All orders will be routed to ZH Liquidity by or through tastyworks. By accessing the Platform, you understand and acknowledge that all orders which are placed through your Cryptocurrency Account are your orders, and you agree to be bound by all terms and conditions pertaining to such orders in accordance with the Zero Hash and Zero Hash Liquidity Services User Agreement.

3.2 Self-Directed Cryptocurrency Account

You understand and acknowledge that your Cryptocurrency Account is self-directed, you are solely responsible for any and all orders placed through your Cryptocurrency Account, and all orders entered by you are unsolicited and based on your own investment decisions. You understand and acknowledge that you have not received and do not expect to receive any investment advice from tastyworks, or any of its affiliates in connection with your orders. Notwithstanding anything in this Cryptocurrency Platform Agreement, you understand and acknowledge that tastyworks accepts no responsibility whatsoever for, and shall in no circumstances be liable to you in connection with, your decisions. You further understand and acknowledge that under no circumstances will your access to the Platform and use of the Zero Hash Services be deemed to create a relationship that includes the provision or tendering of investment advice. You acknowledge that neither tastyworks, nor any of its affiliates, nor any of its or their employees, agents, principals, or representatives (i) provide investment advice in connection with your Cryptocurrency Account, (ii) recommend any cryptocurrencies, cryptocurrency transactions, or orders, or (iii) solicit orders. To the extent research materials or similar information are available through the Platform, you hereby understand and acknowledge that these materials are intended for informational and educational purposes only and do not constitute a recommendation by tastyworks to enter into any transactions or to engage in any investment strategies.

3.3 Downtime

tastyworks uses commercially reasonable efforts to provide access to the Platform in a reliable and secure manner. From time to time, interruptions, errors, delays, or other deficiencies in providing access to the Platform may occur due to a variety of factors, some of which are outside of tastyworks' control, and some which may require or result in scheduled maintenance or unscheduled downtime of the Platform (collectively, "**Downtime**").

You understand and acknowledge that part or all of the Platform may be unavailable during any such period of Downtime, and you acknowledge that tastyworks is not liable or responsible to you for any inconvenience or losses to you as a result of Downtime. Following Downtime, you further understand and acknowledge that the prevailing market prices of cryptocurrency may differ significantly from the prices prior to such Downtime.

4. Authorization to Share Information with Zero Hash and ZH Liquidity

You hereby authorize tastyworks to provide Zero Hash and ZH Liquidity any of your personal information maintained in connection with your tastyworks brokerage account, and to continue sharing such personal information, and any revisions or additions thereto, with Zero Hash and ZH Liquidity on an ongoing basis until your Cryptocurrency Account is either closed or terminated in accordance with the [Zero Hash and Zero Hash Liquidity Services User Agreement](#). Personal information may include your name, email address, residential address, phone number, date of birth, and taxpayer identification number. Personal information may also include documentation, such as copies of your government-issued photo identification (for example, your passport, driver’s license, or military identification card), account statements, and other documents as Zero Hash and ZH Liquidity may require.

5. Authorization to Transfer Funds

You understand and acknowledge that when you submit an order through the Platform to purchase cryptocurrency, you are authorizing and instructing Zero Hash to instruct tastyworks and Apex Clearing to accept such instruction to transfer the funds required to fill the order from your tastyworks brokerage account to Zero Hash. You understand and acknowledge that your Cryptocurrency Account is provided by Zero Hash and is separate from your brokerage account. You further understand and acknowledge that Zero Hash and ZH Liquidity are not under the control of tastyworks or Apex Clearing, that any Zero Hash account is outside of tastyworks and Apex Clearing’s possession and control, and that tastyworks and Apex Clearing do not have the ability to monitor or recall the funds after such funds have been wired or transferred to Zero Hash. You further understand and acknowledge that, upon transfer from your brokerage account, the funds will no longer be provided protection under the Securities Investor Protector Corporation (“SIPC”), nor will they be provided protection under the Federal Deposit Insurance Corporation (“FDIC”).

You agree to hold tastyworks and Apex Clearing harmless with respect to tastyworks and Apex Clearing accepting and following your instructions to transfer funds from your brokerage account to Zero Hash. You hereby authorize and instruct tastyworks and Apex Clearing to accept all instructions to deposit funds into your brokerage account from Zero Hash at the sole instruction of Zero Hash. You understand that you may revoke this authorization at any time by closing your Zero Hash Cryptocurrency Account.

You understand and acknowledge that cryptocurrencies in your Zero Hash Cryptocurrency Account are not held at tastyworks and Apex Clearing and that tastyworks and Apex Clearing are not involved in the purchase, sale, execution, custody, or trading of cryptocurrencies, and only take instructions regarding transferring funds as described in this Cryptocurrency Platform Agreement.

6. Zero Hash Right to Offset

You understand and acknowledge that if your failure to provide sufficient funds to complete an order results in an amount due and owing by you to Zero Hash (a "**Negative Balance**"), Zero Hash shall have the right to offset any such Negative Balance, including any accrued interest and consequential losses, by transferring funds from your brokerage account to Zero Hash. You hereby authorize tastyworks to transfer funds that are or become available in your brokerage account to Zero Hash to offset any such Negative Balance.

7. Privacy Policy

Please refer to tastyworks' Privacy Policy at https://assets.tastyworks.com/production/documents/broker_privacy_policy.pdf for information about how tastyworks collects, uses and discloses information about you when you engage with the Platform.

Customer Signature: _____

Date: _____

Joint Customer Signature: _____

Date: _____