

Stride Bank Demand Deposit Account Agreement

IMPORTANT - PLEASE READ CAREFULLY AND RETAIN THIS DEMAND DEPOSIT ACCOUNT AGREEMENT FOR YOUR RECORDS

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I. Demand Deposit Account Agreement and Disclosures

Please read this carefully and retain it for future reference. This Stride Bank Demand Deposit Account Agreement (the “**Agreement**”) is revised periodically, so it may include changes from earlier versions.

This Agreement outlines the terms applicable to the demand deposit account (the “**ACH Account**”) available from Stride Bank N.A., member of the Federal Deposit Insurance Corporation (“**FDIC**”) (“**Stride**”, “**Bank**” or “**Issuer**”) on behalf of WisdomTree Digital Movement, Inc. (“**WisdomTree**”), the program manager responsible for managing the ACH Account. “We”, “our”, and “us” refer to the Bank, its successors, affiliates, or assignees. “You”, “your”, or “Accountholder” refer to the authorized owner of the ACH Account. The ACH Account consists of a FDIC-insured limited use demand deposit account as that term is defined below.

By providing an electronic signature on ACH Account opening, or by continuing to hold an ACH Account with us, you agree to the most recent version of this Agreement, which is available to you at support.wisdomtreeprime.com or in the WisdomTree Prime mobile application (the “**Mobile App**”). You agree to appoint Stride Bank, N.A. as your agent to pool the funds in your AHC Account with funds from the holders of other ACH Accounts and to then deposit those funds in one or more FDIC-insured banks, and to obtain your funds from the pooled funds account(s) in order to transfer your funds as you may direct.

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF SECTION V OF THIS AGREEMENT.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications, including but not limited to, text messages from us, WisdomTree, our affiliates, WisdomTree’s affiliates, our agents, and WisdomTree’s agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Messages may incur fees from your cellular provider.

How to Contact Us

We’re here for you. See below for how to reach us.

Online	Use the WisdomTree Prime mobile app or visit support.wisdomtreeprime.com
Phone	212-658-0090
Email	support@wisdomtreeprime.com
Mail	WisdomTree Digital Movement, Inc. Attention: WisdomTree Prime 250 West 34th Street, 3rd Floor New York NY 10119

A. Our Agreement

You may open an ACH Account by using the Mobile App. The ACH Account is not designed for business use, and we reserve the right to close the ACH Account if we determine any Account is being used for a business purpose. We reserve the right to refuse to process any transaction(s) that we believe may violate the terms of this Agreement.

You are responsible and liable for all activity you have authorized on your ACH Account unless otherwise noted below.

For purposes of this Agreement, business days are Monday through Friday, excluding federal holidays. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

B. Account Basics

1. Account Eligibility

A WisdomTree Prime User (“**WTP User**”) must be an individual who is a citizen or permanent resident of one of the fifty (50) United States (“**U.S.**”) or the District of Columbia, who is at least eighteen (18) years of age, who has a valid Social Security number, and who maintains a “**WTP Wallet.**” A WTP Wallet is a digital asset custodial wallet account with WisdomTree, opened and maintained through the Mobile App.

The WTP Wallet is not FDIC-insured.

The ACH Account is available only to WTP Users. You must agree to receive and accept electronic, rather than paper, notices and communications from us. This means you must: (i) maintain a current and valid email address; (ii) notify us of any changes to your email address; and (iii) agree to accept electronic delivery of all account communications (such as end-of-year tax forms and other electronic notices).

You authorize Bank to act on your instructions (including any instructions you provide to WisdomTree). Any and all funds in your WTP Wallet are not FDIC-insured. Any transfer completed from the ACH Account to the WTP Wallet will facilitate a conversion from USD to a digital asset. Any transfer completed from a WTP Wallet to the ACH Account will facilitate a conversion from a digital asset to USD.

We may use information from third parties to help us determine if we should open an ACH Account or close any previously opened ACH Account.

2. Opening an Account

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.

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. What this means for you: When you open an ACH Account, we will ask for your name, address, date of birth, and Social Security number that will allow us to identify you. We may also ask you to provide, through the Mobile App, a copy of your driver’s license or other identifying documents. If we are not able to verify your identity to our satisfaction, we will not open an ACH Account and/or we may close any previously opened ACH Account.

3. Account Operation

The ACH Account is a limited-purpose transaction FDIC-insured demand deposit account used to receive deposits in U.S. dollars (“USD”) and make transfers to your WTP Wallet. The ACH Account may also be used to send funds that originate as digital assets in your WTP Wallet and are converted to USD by WisdomTree and sent to the FDIC-insured ACH Account, then sent according to your instructions to an external financial institution account, as designated by you, via the Automated Clearing House network (“ACH”).

The ACH Account is a personal, checkless FDIC-insured, demand deposit account. You may not issue paper checks with the ACH Account. We will not issue you a personal checkbook to write checks from your ACH Account. If you attempt to obtain and use a personal checkbook, the check will be rejected.

Your ACH Account is linked to your WTP Wallet for various purposes and features, as described in this Agreement and the WisdomTree Prime User Agreement, which is available in the Mobile App and at support.wisdomtreeprime.com. You authorize Bank to act on your instructions (including any instructions you provide to WisdomTree) to sweep either all, or a portion of, your funds deposited in the ACH Account to your WTP Wallet, as designated by you. Such funds will be converted from USD to digital assets upon receipt in the WTP Wallet. You acknowledge and understand that once funds are swept to your WTP Wallet, those funds are no longer held or controlled by Bank and are not FDIC insured. To the extent you would like to transfer funds to an External Account (See Section IV. “General Funds Availability”) identified by you in instructions you submit via the Mobile App, you hereby authorize WisdomTree to convert digital assets to USD and transfer the funds from your WTP Wallet to the ACH Account for subsequent deposit to the External Account.

Your ACH Account remains an obligation solely of Bank and is governed by the terms of this Agreement. Your WTP Wallet remains an obligation solely of WisdomTree and is governed by the terms of the WisdomTree Prime User Agreement. **Digital assets held in your WTP Wallet are not eligible for nor benefit from Bank’s membership in the FDIC’s deposit insurance fund. At no time does the Bank have custody of your digital assets, nor are digital assets eligible for FDIC insurance.**

For information regarding your WTP Wallet, please refer to your WisdomTree Prime User Agreement.

4. Account Titling and Ownership

The ACH Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The ACH Account cannot be owned or titled jointly, by an organization, as Payable on Death (“POD”) or “In Trust For” (“ITF”).

5. Death or Incapacitation

You or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your ACH Account until we are: (a) notified of your death or adjudication of incompetency; and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death, we may pay or process transactions on your ACH Account on or before the date of death, for up to ten (10) days after such date unless ordered to stop payment by someone claiming interest in the ACH Account. We may require additional documentation to confirm any claims made on the ACH Account.

6. Our Relationship With You

This Agreement does not create a fiduciary, quasi fiduciary or other special relationship between you and us. There are no third-party beneficiaries to this agreement.

7. Privacy Policy

Our privacy policy is available in the Mobile App, as well as the Agreements section at support.wisdomtreeprime.com, and is considered part of this Agreement.

C. General Rules Governing the Account

You may not grant, transfer, or assign any ACH Account or any of your obligations under this Agreement. Bank may transfer or assign its rights under this Agreement at any time and without providing prior notice to you. Use of the ACH Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement and the ACH Account will be governed by the laws of the State of Oklahoma, except to the extent governed by federal law.

1. Deposits to and Withdrawals from the Account

Deposits to the ACH Account and withdrawals from the ACH Account may be made only in the form and manner we permit, in our sole discretion. The deposit and withdrawal methods available for the ACH Account are set forth in the chart in Section II. C: "Limits on ACH Transactions." We may, at our sole discretion, refuse to accept any deposit or process any withdrawal. Funds deposited to your ACH Account are available as described herein under Section IV: "General Funds Availability."

To facilitate the connection between your WTP Wallet and the ACH Account and except as noted immediately below regarding microdeposits, Bank will maintain an account held for the benefit of WisdomTree customers to transfer funds to and from your WTP Wallet. Once you have designated the amount of funds you want deposited to your ACH Account, you authorize Bank to transfer such funds to your WTP Wallet for conversion of such funds to digital assets. To withdraw funds from the WTP Wallet, you will direct WisdomTree to convert funds from your WTP Wallet into USD and issue instructions to Bank to transfer the funds to your ACH Account. In addition, if Bank is the originator of the ACH withdrawal instructions, the instructions you provide to WisdomTree will identify the External Account to which Bank will send your funds. Funds transferred from your WTP Wallet to your External Account are generally made available no later than the 2nd business day after you initiate the transaction, however, once transferred, funds in your External Account are subject to the terms governing your External Account. For more information on availability of funds, please see Section IV below.

Microdeposits and microdeposit reversals received that are coded as ACH Deposit Verifications will not be available to be transferred to or withdrawn from your WTP Wallet. You will be notified of such deposits and reversals, they will appear on your transaction history, and the funds will remain in and be withdrawn from your ACH Account.

Please note that if your ACH Account number changes, you must immediately notify any payors or other third parties who may initiate ACH entries to or from your ACH Account and provide any new ACH Account number to ensure that your direct deposit or direct debit activity continues uninterrupted.

2. Preauthorized ACH Transfers

Preauthorized direct debits are not currently available for your ACH Account. When they become available, the following terms will govern them:

Your ACH Account number and bank routing number can be used for preauthorized direct debits (“**ACH Debits**”) from merchants, Internet service, or other utility service providers (“**Merchants**”) and for the purpose of initiating direct deposits. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association (“**NACHA**”) and you agree to comply with the NACHA rules. Detailed information regarding preauthorized transfers is available in Section II, labeled “Electronic Funds Transfer Disclosure and Special Terms and Conditions”.

NOTE: The recipient’s name on any direct deposit(s) must match the name of the WTP Wallet accountholder. Any direct deposits received in a name other than the name registered to the ACH Account will be returned to the originator.

3. Problems That Could Occur with Deposits

Overpayments and Reversals. If funds are deposited or transferred into your ACH Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from your ACH Account without prior notice to you. If there are not enough funds in your ACH Account at that time, your Account could become overdrawn. See Section I. C. 4: “Account Overdrafts and Non-Sufficient Funds.”

See Section I. C. 5: “Right to Set Off” herein for more information about what could occur if your ACH Account has a negative balance.

4. Account Overdrafts and Non-Sufficient Funds

It is your responsibility to avoid overdrawing the WTP Wallet digital account used to fund incoming ACH debits initiated by other financial institutions and to avoid overdrawing your ACH Account. You agree to reimburse us for all costs and expenses we incur to collect such overdrawn amount (including attorney’s fees and expenses). You agree that we may use: (i) subsequently credited deposits made to the ACH Account, including, without limitation, deposits of tax refunds, or government, welfare, retirement and Social Security benefits (collectively, “**Government Benefit(s)**”) and (ii) any of the digital assets held in the WTP Wallet to pay any overdraft, fee or other obligation you owe us to the fullest extent permitted by law. You understand and agree that if you do not want such Government Benefits applied in this way, you will need to change your direct deposit instructions with the benefits payor prior to payment of the Government Benefit. We may, in our sole discretion, change the policies applicable to overdrafts at any time.

This paragraph describes, generally, how we post transactions to your ACH Account. Please note that this process may change from time to time, without prior notice to you. Our order of posting ACH credits and debits initiated by other financial institutions depends on a number of factors, including when we receive the ACH transaction from the Federal Reserve, the order in which it is presented, the amount, system availability, potential risk of loss to the Bank, and the type of transaction in question, among other variables. First, we credit your ACH Account for deposits initiated by other financial institutions received before the cutoff time. For some transactions, such as WTP Wallet transactions, the time may be assigned by our systems and may vary from the time you initiated it. We reserve the right to post transactions that are payable to us first, and we may post any transaction earlier or later in the process than indicated. As such,

to avoid an overdraft or the possibility of a rejected transaction, you must ensure that your WTP Wallet account has sufficient funds to cover each of your transactions and any fees.

If your ACH Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. You authorize us to deduct funds from your WTP Wallet or any other account you maintain with WisdomTree or Bank to cover any negative balance, at its discretion. We may report you to consumer reporting agencies, close your ACH Account, or both. This could affect your ability to open an account with us, or other banks, in the future. If your ACH Account has a negative balance and you have another account with us, we reserve the right to exercise our right to set off. See Section I. C. 5: “Right to Set Off” below for details.

If your Account has a negative balance for sixty (60) calendar days or more, your ACH Account may be closed. You agree to pay all costs and expenses we incur in collecting overdrawn funds. We may still pursue collection of the amount you owe, including any judicial or other remedies, after such amount may be charged off. WisdomTree and/or the Bank reserve the right to close your ACH Account and any other WisdomTree-branded account(s), including without limitation, your WTP Wallet, if you overdraw any ACH Account in violation of this Agreement.

5. Right to Set Off

If the balance of your ACH Account becomes negative, we may use the funds in any other account you hold with us to repay the amount owed on the negative balance in the ACH Account. Further, you grant us a lien on, and security interest in, the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits). If you do not want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. If any federal benefits or other payments are deposited to your ACH Account after you become ineligible to receive them, we may set off against your ACH Account to recover the payments if we're obligated to return funds to the payor.

6. Legal Processes Affecting Your Account

If legal action such as a garnishment, levy or other state or federal investigation or legal process (“**Legal Process**”) is brought against your ACH Account or any account you maintain with us, we may refuse to permit (or may limit) withdrawals or transfers from your affected account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, we have first claim to any and all funds in your accounts. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate in the circumstances without incurring liability to you for such actions, even if any funds we may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that we may honor a Legal Process that is served personally, by mail, email or facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process on your ACH Account or other account you hold with us. We may charge these expenses to your ACH Account or other account you hold with us. You will indemnify us for any losses if we do this.

7. Account Holds, Suspensions, Restrictions and Closures

WisdomTree and/or Bank may suspend, freeze, restrict, or close your ACH Account for any reason with or without notice. Such reasons include, but are not limited to:

- If we, at any time, believe a member is using the ACH Account for fraudulent or illegal purposes, or such member otherwise presents an undue risk to WisdomTree and/or the Bank as determined, in our sole discretion.
- We have concerns that transactions made through the ACH Account are erroneous or we reasonably suspect that the security of your ACH Account is compromised, or that the ACH Account is being used in a fraudulent or unauthorized manner.
- Your use conflicts with any federal, state or local law, rule or regulation, including federal foreign asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations.
- We are, in our reasonable opinion required to do so by contract or by applicable law or any court or other authority to which we are subject in any jurisdiction.
- Your non-fraudulent actions nonetheless violate any part of this Agreement.
- We suspect money laundering, terrorist financing, fraud, or any other financial crime.
- You cease to be WTP User or your WTP Wallet is suspended, restricted or terminated in accordance with the WisdomTree Prime User Agreement.

If our monitoring of the ACH Account detects any such activity, the ACH Account funds will be subject to a hold pending review of the activity by the Bank and/or WisdomTree. The Bank and/or WisdomTree may require you and other parties to the activity to produce documents and/or other materials evidencing the validity of the activity. Funds on deposit in any Account are subject to hold at the Bank's discretion until the source of such funds and/or the activity is properly verified. The Bank and/or WisdomTree also may temporarily or permanently reduce your limits on deposits to, or withdrawals or transfers from, your ACH Account without prior notice to you unless prior notice is required by applicable law.

8. Amendments and Cancellation

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on support.wisdomtreeprime.com and via the Mobile App, and any such amendment shall be effective upon such posting. The current Agreement is available at support.wisdomtreeprime.com and the Mobile App. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your ACH Account or this Agreement at any time.

You may close your ACH Account with the Bank and cancel this Agreement by contacting us via chat in the Mobile App or by writing to WisdomTree Digital Movement, Inc., Attention: WisdomTree Prime, 250 West 34th Street, 3rd Floor, New York NY 10119. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. If your ACH Account is cancelled, suspended, closed or terminated for any reason, you may be eligible to receive a check for the amount of any remaining Account balance, if available, which will be sent to the mailing address in our records. For security purposes, you may be required to supply identification and address verification

documentation prior to issuing a check to you for any such remaining ACH Account balance. In the event your ACH Account is suspended, closed, or terminated, or any service(s) or feature(s) are no longer available to you, we will send you notice as may be required by applicable law. Specific information and instructions, including how to receive any remaining ACH Account balance, will be in the notice.

9. Account Dormancy and Escheatment

An ACH Account that is inactive for a period of time may be considered dormant and subject to escheatment. We may transfer (escheat) your property to the appropriate state if no activity occurs or you fail to communicate with us regarding your ACH Account within the time period specified by state law. We may consider an ACH Account dormant even if you maintain another active account with us. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your ACH Account to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of your ACH Account to the applicable state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

10. Statements

Your statement is available to view and download via the Mobile App. You must review your statements periodically, and at a minimum of every thirty (30) days and notify us of any errors or unauthorized transactions within sixty (60) days of their being posted to your transaction history. If you do not, you may be responsible for unauthorized transactions as described in Section II. E: “Consumer Liability for Unauthorized Electronic Funds Transfers” below. You can receive individual paper statements with the prior sixty (60) days’ transaction history upon request.

11. Special Rules for New Account

An ACH Account opened less than thirty (30) calendar days from the date your first deposit is credited to your ACH Account that have not been activated (“**New Account**”) may be limited in functionality. In addition, certain transfer limits may be lower during this time as indicated in Section I. C. 1: “Deposits to and Withdrawals from the ACH Account” and Section II: “Electronic Funds Transfer Disclosure and Special Terms and Conditions.”

II. Electronic Funds Transfer Disclosure and Special Terms and Conditions

The Electronic Funds Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic funds transfers (“**EFTs**”). The following terms and conditions set forth the rights and responsibilities of both parties regarding EFT services offered by us. These terms and conditions are in addition to, and not in place of, any other agreements you have with us regarding EFTs. Other relevant terms and conditions described elsewhere in the Agreement also apply as long as they are consistent with Regulation E or this Section II.

A. Types of Electronic Funds Transfers Available

- You may arrange with another party, such as your employer or a government agency, to electronically deposit funds on a one-time or recurring basis directly to your ACH Account using your ACH Account number and bank routing number.
- Your ACH Account number and bank routing number can be used for preauthorized direct debits initiated by and to pay billers, merchants, Internet service or other utility service

providers (“Merchants”). Please see Section C(2) above regarding availability of preauthorized debits.

- The Mobile App can be used to initiate ACH deposits to and ACH withdrawals from your ACH Account.

B. Rules of Funds Transfer System

Funds transfers to or from your ACH Account will be governed by the rules of the funds transfer network through which the transfers are made, including the National Automated Clearing House Association (NACHA).

C. Limits on ACH Transactions

Cut-off Time The cut-off time for originating ACH transfers is 2:45 pm Eastern Standard Time (even during Daylight Savings Time periods) on a business day. Any transfer scheduled after the cut-off time or, on a day that is not a business day, will be treated as if it were scheduled on the next business day. We may change the cut-off time without giving you advance notice.

ACH limits – We limit the amount and frequency of funds that you may send or receive via ACH. The limits to the amount of funds that can be transferred to and from your ACH Account are based in some cases on your recent activity, as shown immediately below, as well as the available balance in your other account as determined by us and our service providers. Acceptance of ACH Credits may vary by financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Credit to determine if restrictions apply.

Subject to applicable law, we may change these limits without notice to you to ensure the security of your ACH Account or our systems, including our service providers’ systems. We reserve the right to modify these limits at any time for any reason and will provide notice as required by applicable law. To determine the current limits that apply to you for initiating an ACH debit (depositing funds to your WTP Wallet), look at the deposit page of the Mobile App.

Transaction Type	1 Business Day	5 Business Days	15 Business Days
ACH Originate Debit (Deposit)	\$4,000	\$8,000	\$16,000
ACH Originate Credit (Withdrawal)	\$2,000	\$3,000	\$6,000
ACH Receive Credit (External Deposit)	\$50,000	\$75,000	\$100,000
ACH Receive Debit (External Withdrawal)	\$2,000	\$3,000	\$6,000

D. Right to Receive Documentation of Electronic Funds Transfer

Transaction History Statements. You will have access to an electronic statement of transaction authorizations and settled transactions on the Mobile App. You should carefully review your transaction history periodically (and at least monthly) and let us know as soon as possible if there are any errors. If you do not, you may be responsible for unauthorized transactions as described in Section II. E: “Consumer Liability for Unauthorized Electronic Funds Transfers” below. We do not mail monthly paper statements.

E. Consumer Liability for Unauthorized Electronic Funds Transfers

Tell us AT ONCE if you believe your ACH Account number has been lost, or stolen. Reaching out to us immediately by chat in the Mobile App during customer service hours and by phone outside of customer service hours is the best way to minimize your losses. You could lose all the money in your account. If you tell us within two business days after you learn of the loss or theft of your ACH Account number, you can lose no more than \$50 if someone used your ACH Account without your permission.

Also, if your transaction history shows transactions that you did not make, notify us at once following the procedures stated in Section II. J: “Error Resolution on Statement” below. If you do not notify us within sixty (60) days after the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason kept you from telling us, we will extend the time period. If you believe your ACH Account number has been lost or stolen, call: 212-658-0090 or write to WisdomTree Digital Movement, Inc., Attention: WisdomTree Prime, 250 West 34th Street, 3rd Floor, New York NY 10119. You should also call the number or write to the address listed above if someone has transferred or may transfer money from your Account without your permission. If your ACH Account number has been lost or stolen, we will close your ACH Account to keep losses down and send you a replacement Account number.

F. Right to Stop Payment

If you have told us in advance to make regular payments out of your ACH Account, you can stop any of these payments. Here’s how:

Contacting us via chat in the Mobile App, call us at 212-658-0090, email us at support@wisdomtreeprime.com, or write us at WisdomTree Digital Movement, Inc., Attention: WisdomTree Prime, 250 West 34th Street, 3rd Floor, New York NY 10119, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

G. Business Days

For purposes of these disclosures, our business days are Monday through Friday, excluding federal holidays.

H. Our Liability for Failure to Complete Transactions

If we do not complete a transaction from your ACH Account on time or in the correct amount according to our Agreement with you; we will be liable for your losses or damages only up to and not to exceed the transaction amount that was not completed. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in your ACH Account to complete the transaction;
- Delays in processing and/or payment are caused by third-party software and/or services;
- A biller or merchant refuses to accept your ACH Account number;

- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- An ATM where you are making a cash withdrawal does not have enough cash;
- An electronic terminal (Point of Sale or ATM) where you are making a transaction does not operate properly;
- Access to your ACH Account has been blocked after you reported your ACH Account number lost or stolen;
- There is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- The transaction would exceed an account transaction limit;
- We have reason to believe the requested transaction is unauthorized or otherwise, in our sole discretion, is suspicious;
- Circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, or a natural disaster) prevent or delay the completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in our Agreement with you.

I. Confidentiality

We may disclose information to third parties about your ACH Account or the transactions you make:

- Where it is necessary or helpful for completing transactions;
- In order to verify the existence and condition of your ACH Account for a third party;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you give us your consent;
- To our employees, auditors, affiliates, service providers, or attorneys as needed;
- In order to identify, prevent, investigate or report possible suspicious or illegal activity;
- To disclose the existence, history, and condition of your account to consumer reporting agencies;
- As noted in the Stride Bank Privacy Policy and Bank Consumer Privacy Notice(s); or
- Otherwise as permitted by law or necessary to fulfill our obligations under this agreement.

J. Error Resolution on Statements

In case of errors or questions about your electronic transactions, contact us via chat in the Mobile App, call 212-658-0090, email us at support@wisdomtreeprime.com, or write to WisdomTree Digital Movement, Inc., Attention: WisdomTree Prime, 250 West 34th Street, 3rd Floor, New York NY 10119 as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days we sent you the FIRST statement on which the error or problem appeared. You may request a written history of your transactions by contacting us through the Mobile App, by emailing us at support@wisdomtreeprime.com, or writing us at WisdomTree Digital Movement, Inc., Attention: WisdomTree Prime, 250 West 34th Street, 3rd Floor, New York NY 10119. You will need to tell us:

- Your name, DOB, and Social Security number,
- Why you believe there is an error, and the dollar amount involved
- Approximately when the error took place
- In addition, you may provide us with any supporting documentation related to the error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your ACH Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your ACH Account.

For errors involving a new ACH Account, transactions with a merchant's POS terminal (whether in-person, online, by telephone, mail, or otherwise), or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For a new ACH Account, we may take up to twenty (20) business days to credit your ACH Account for the amount you think is in error. For errors involving unauthorized preauthorized debits, we will ask you to complete and sign an "Affidavit of Unauthorized ACH" and return it to us to assist in our investigation.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documentation used in the investigation may be obtained by contacting us at the phone number or address shown at the beginning of this section. If you need more information about our error-resolution procedures, contact us through the Mobile App or email us at support@wisdomtreeprime.com.

III. Truth in Savings Disclosures

The ACH Account is not an interest-bearing Account. No interest will be paid.

- **Minimum Balance Requirements:** \$0.00
- **Transaction Limitations:** Transaction limitations apply as set forth in Section C—Limits on ACH Transactions.

* Daily limits refer to calendar days (12:00am – 11:59pm EST).

IV. General Funds Availability

Information contained in this section is provided to assist you in understanding our Funds Availability Policy. All deposits into an ACH Account are processed at a Bank processing facility.

We make funds available according to the type of deposit, the source of the funds, and our risk assessment. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your ACH Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers, and we will not transfer those funds to the WTP Wallet during the hold period. We have the right to refuse any deposit.

If final payment is not received on any item you have deposited into your ACH Account, or if any direct deposit or ACH transfer credit is returned to us for any reason, you agree to pay us the amount of the returned item.

Business Days

The length of the delay in the availability of funds is counted in business days from the day your deposit is received by Bank. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by midnight Central Time will be considered current-day deposits. Any deposits received after that time will be processed the following business day.

Types of Incoming Transactions and Availability

You may deposit funds in your ACH Account by initiating a transfer from an account you hold at another financial institution or by initiating a debit from an account you have linked to your WTP Wallet profile (each an "External Account") through the Mobile App, or through payroll deposits or other preauthorized direct deposits.

Typically, funds received from transactions initiated outside the WTP Wallet, such as a transfer from another account you own, or payroll or other preauthorized direct deposits, are made available the same day the funds are received. If we are unable to verify the name on the account sending the funds, or if the transaction exceeds the limits set forth above, we may hold your funds in your ACH Account until such time as we are able to verify the source and/or we determine, in our sole discretion, to make such funds available according to our policy on transaction limits, and transfer the funds to your WTP Wallet for conversion to digital assets.

Funds received from transactions initiated in the Mobile App to debit an External Account (defined above), are typically made available no later than the fifth business day after you initiated the transaction to allow time for bank returns to be received.

If you elect to convert digital assets in your WT Prime Wallet to USD, such funds will be made available in your ACH Account no later than the 2nd business day after you initiate the transaction.

V. Arbitration

ARBITRATION NOTICE: THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS.

ALL CLAIMS ARISING OUT OF THIS AGREEMENT ARE SUBJECT TO MANDATORY AND BINDING ARBITRATION. YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO LITIGATE ANY 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 AMERICAN ARBITRATION ASSOCIATION (“AAA”) CODE OF PROCEDURE. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ THIS ARBITRATION PROVISION CAREFULLY, AGREE TO ITS TERMS, AND ARE ENTERING INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS WHATSOEVER EXCEPT THOSE CONTAINED IN THIS AGREEMENT.

Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third- party claims, arising from or relating to: (i) this Agreement; (ii) the ACH Account; (iii) your acquisition of the ACH Account; (iv) your use of the ACH Account; (v) the amount of available funds in the ACH Account; (vi) advertisements, promotions or oral or written statements related to the ACH Account, as well as goods or services purchased with the Account; (vii) the benefits and services related to the ACH Account; or (viii) transactions made using the Account, no matter how described, pleaded or styled (“**Claim**”), shall be **FINALLY** and **EXCLUSIVELY** resolved, upon the election of you or us (our agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration conducted by the 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 “**FAA**”).

You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org or by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

Other Claims Subject to Arbitration. In addition to Claims brought by either you or us, Claims made by or against us or by or against anyone connected with you or us or claiming through you or us (including an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

Arbitration Fees. If you initiate arbitration, we will advance any arbitration fees, including any required deposit. If we initiate or elect arbitration, we will pay the entire amount of the arbitration fees, including any required deposit. We will also be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

Other Claims Subject to Arbitration. In addition to Claims brought by either you or us, Claims made by or against us or by or against anyone connected with you or us or claiming through you or us (including an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years’ experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the FAA and shall honor all claims of privilege and confidentiality recognized at law. The arbitrator shall apply applicable substantive law consistent with, 9 U.S.C. § 1 et seq. and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever

relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator's award.

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.

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.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT USE THE ACH ACCOUNT. CONTACT US VIA THE MOBILE APP, EMAIL AT SUPPORT@WISDOMTREEPRIME.COM OR CALL AT 212-658-0090 TO CLOSE THE ACH ACCOUNT AND REQUEST A CHECK FOR ANY REMAINING ACCOUNT BALANCE, IF APPLICABLE.

Survival. 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 ACH Account, or any amounts owed on your ACH Account, to any other person or entity; or (iv) closing of your ACH Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.