

Stride Bank Demand Deposit Account Agreement

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

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Last Updated: February 29, 2024

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(s) (the “**Account(s)**”) 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 Accounts. “We”, “our”, and “us” refer to the Bank, its successors, affiliates, or assignees. “You”, “your”, or “Accountholder” refer to the authorized owner of the Accounts. The Accounts consist of a FDIC-insured ACH Account and a FDIC-insured Card Account as those terms are defined below.

By providing an electronic signature on Account opening, or by continuing to hold an 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 Accounts with funds from the holders of other 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 VI 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 Account by using the Mobile App. The Accounts are not designed for business use, and we reserve the right to close the Accounts 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 Accounts 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

Each of your Accounts remain 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. Funds are swept from your Accounts to your WTP Wallet according to your instructions to us. **The digital assets held in your WTP Wallet are not eligible for FDIC insurance and do not benefit from Bank’s membership in the FDIC’s deposit insurance fund. At no time does the Bank have custody of your digital assets.**

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

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 Accounts are 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 by WisdomTree from USD to a digital asset. Any transfer completed from a WTP Wallet to the ACH Account will facilitate a conversion by WisdomTree from a digital asset to USD.

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

By completing an Account application, you are applying for two separate Accounts: a limited use ACH Account and a limited use demand deposit account associated with the WisdomTree Prime Visa Debit Card.

3. ACH 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 instruct and authorize Bank to sweep all of your funds deposited in the ACH Account to your WTP Wallet.** Such funds will be converted by WisdomTree 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 V. “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.

4. Card Issuance, Account, and Operation

When you open the ACH Account, you will also open another a limited-purpose, FDIC-insured, demand deposit account (the “**Card Account**”) connected to one or more WisdomTree Prime Visa Debit Cards (“**Card**” or “**Cards**”) that facilitate transactions authorized by you (“**Card Transactions**”) through the Card Account.

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

The Card Account is separate from your ACH Account and will have its own account number(s) associated with the Card(s). You must have a minimum digital asset balance amount in your WTP Wallet to spend funds from the Card, as further detailed in your WisdomTree Prime User Agreement.

5. Account Titling and Ownership

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

6. 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 Accounts 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 Accounts 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 Accounts. We may require additional documentation to confirm any claims made on the Accounts.

7. 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.

8. 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 Accounts

You may not grant, transfer, or assign any 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 Accounts 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 Accounts 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 ACH 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 V: “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 V 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

Your ACH Account number and bank routing number cannot be used for preauthorized ACH transactions. 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."

We process withdrawals / payments we have previously authorized and cannot return unpaid, such as Card purchases and ATM withdrawals. For Card Transactions, we will use the date the transaction is received for payment from your Card Account. See Section I. C. 5: "Right to Set Off" herein for more information about what could occur if any of your Accounts have 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 Card Transactions and to avoid overdrawing your Accounts. We process withdrawals / payments we have previously authorized and cannot return unpaid, such as Card purchases and ATM withdrawals. If we receive more than one of these transactions for payment from your Card Account, we will generally pay them based on the date and time you conducted the transactions. For Card transactions, we will use the date the transaction is received for payment from your Card Account.

We do not charge a fee for one-time Card Transactions that may exceed the Available to Spend amount (described below and in the WisdomTree Prime Wallet User Agreement). 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; and any balance held in your Card Account 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 Accounts. Please note that this process may change from time to time, without prior notice to you. Our order of posting credits and debits initiated by other financial institutions depends on a number of factors, including when we receive ACH transactions from the Federal Reserve, the order in which they are 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 Accounts 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 any of your Account balances becomes negative for any reason, you must make a deposit to your ACH Account immediately to cover the amount of the negative balance. You authorize us to immediately transfer funds deposited to your ACH Account to your Card Account to cover a negative Card Account 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 Accounts, or both. This could affect your ability to open an account with us, or other banks, in the future. If your any 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 any of your Accounts have a negative balance for thirty (30) calendar days or more, all of your Accounts 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 Accounts and any other WisdomTree-branded account(s), including without limitation, your WTP Wallet, if you overdraw any Account in violation of this Agreement.

5. Right to Set Off

If the balance of any of your Accounts becomes negative, we may use the funds in any other account you hold with us, including your ACH Account and Card Account, to repay the amount owed on the negative balance in the 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 Account after you become ineligible to receive them, we may set off against your 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, Card Account or any other account you maintain with us, we may refuse to permit (or may limit) withdrawals or transfers from your affected account(s) 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, Card Account or other account you hold with us. We may charge these expenses to your ACH Account, Card 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 Accounts and/or the associated Card for any reason with or without notice. Such reasons include, but are not limited to:

- If we, at any time, believe you are using the Accounts and/or the associated Card for fraudulent or illegal purposes, or such member otherwise presents an undue risk to WisdomTree and/or Bank as determined, in our sole discretion.
- We have concerns that transactions made through the Accounts or the associated Card is erroneous or we reasonably suspect that the security of your Accounts is compromised, or that an 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 Accounts or Card detects any such activity, the Account funds will be subject to a hold pending review of the activity by Bank and/or WisdomTree. 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 Bank's discretion until the source of such funds and/or the activity is properly verified. Bank and/or WisdomTree also may temporarily or permanently reduce your limits on deposits to, or withdrawals or transfers from, your Accounts 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, or add additional terms, 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, Card Account, Card or this Agreement at any time.

You may close your Accounts with the Bank (both the ACH Account and Card Account must be closed at the same time) 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 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 Account balance. In the event your 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 Account balance, will be in the notice.

9. Account Dormancy and Escheatment

An 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 Accounts within the time period specified by state law. We may consider an 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 Accounts to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of your Accounts 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 statements are 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. F: “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 Accounts

Accounts 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 Accounts**”) 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.”

D. Using the WisdomTree Prime Visa Debit Card

When you sign up for a Card Account, you agree that you have requested a WisdomTree Prime Visa Debit Card. You will receive with your Card Account a virtual WisdomTree Prime Visa Debit Card accessible in the Mobile App, as well as a second WisdomTree Prime Visa Debit Card that may be able to be provisioned to an Apple Pay or Google Pay digital wallet. You acknowledge and agree that the funds accessible through

use of the Cards are limited to the available funds in your WTP Wallet, as further described in the WisdomTree Prime User Agreement.

You may obtain a physical version of the second Card for which we may charge an additional fee . You agree to sign the back of the physical Card immediately upon receipt. The expiration date of the physical Card is identified on the card. The physical Card is the property of the Bank and must be surrendered upon demand. Each Card is nontransferable; it may be cancelled, repossessed, or revoked by us at any time without prior notice subject to applicable law.

1. Activate the Card

Your virtual WisdomTree Prime Visa Debit Card will be activated and accessible in the Mobile App once you select and set a PIN for the second Card. You will not be able to view the virtual card in the Mobile App until you set a PIN for the second Card. See PIN instructions in the “Personal Identification Number (PIN)” section. Any disposable or temporary card(s) offered to you and subsequently requested by you in the Mobile App will be available virtually only in the Mobile App and will already be activated upon your initial request . If you receive a physical Card, it must be activated through the Mobile App. Certain functionality outlined in this Agreement may be restricted prior to setting the PIN of or to activating the Primary Card. For details see Section I. C. 1 “Deposits to and Withdrawals from the ACH Account” and Section II: “Electronic Funds Transfer Disclosure and Special Terms and Conditions.”

2. Personal Identification Number (PIN)

You will not receive a Personal Identification Number (“PIN”) with the virtual Card, and as a result, the virtual card cannot be used for PIN transactions. However, you must select a PIN in the Mobile App for the second Card to: (i) gain access to your virtual card; (ii) provision the second Card to an Apple Pay or Google Pay digital wallet; and (iii) order a physical Card. The same PIN will be used for the card provisioned to your Apple Pay or Google Pay digital wallet, and the physical card, should you order one. See the activation instructions in the “Activate the Card” section. You should not write or keep your PIN with your physical Card or on your phone. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should lock in the Mobile App your physical Card and/or Apple Pay digital wallet spending, mark your physical Card lost/stolen in the Mobile App, and advise us immediately following the procedures in Section II. F: “Consumer Liability for Unauthorized Electronic Funds Transfers.”

3. Authorized Card or Card Account Users

You are responsible for all authorized transactions initiated, and fees incurred, using the Cards or Card Account. You are prohibited from permitting another person to have access to your Cards, Card number(s), Account number(s) or PIN, but if you do, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of your Account according to the terms and conditions of this Agreement.

4. Your Representations and Warranties

By activating the physical Card or by retaining, using or authorizing the use of a virtual Card or the physical Card provided with the Card Account, you represent and warrant to us that:

- you are a WTP User;
- you are at least 18 years of age (or older if you reside in a state where the majority age is older);

- you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia;
- you have provided us with a verifiable U.S. street address (not a P.O. Box);
- the personal information that you provide to us in connection with the Accounts is true, correct and complete;
- you received a copy of this Agreement and agree to be bound by and to comply with its terms; and
- you accept the Card.

5. Using your WisdomTree Prime Visa Debit Card; Cash Access and Transaction Limitations

a. Purchases; ATM Withdrawals; Limits

With your PIN, you may use the Card to obtain cash from your Card Account at any Automated Teller Machine (“ATM”) in the Visa, Interlink, or Pulse network or Point-of-Sale (“POS”) device, as permissible by a Merchant, in the Visa or Pulse network. All ATM transactions are treated as cash withdrawal transactions. Card Account balance information provided at an ATM may not reflect the amount you have available to spend. You may use the Card to withdraw funds at a participating bank (“Over The Counter” or “OTC” withdrawals) for a fee, as described below. **ATM and OTC cash withdrawals, funds withdrawn at a POS, and purchases are all subject maximum amounts over a rolling 24-hour period and a rolling 30-day period.** Below are the itemized cash access and spending limits for your Card Account at the time of account opening. Certain accountholders may later be eligible for higher transaction limits at our discretion. **We may change these limits with notice to you, subject to applicable law.** To determine the current limits that apply to you, visit the settings section of the Mobile App.

Transaction Type	Frequency and/or Dollar Limits
ATM Withdrawal	Up to \$1010.00 per day, and \$5,050.00 per 30-day period.
Over The Counter “OTC” Withdrawals	Up to \$1010.00 per day and \$5,050.00 per 30-day period.
Card Transactions (Signature and PIN)	Up to \$5,000.00 per day and \$20,000.00 per 30-day period.
ATM and POS device owner-operators, merchants and participating banks may impose their own fees and lower limits on cash withdrawals.	

Each time you use the Card, you authorize us to use funds that are transferred to your Card Account to fund each Card Transaction. You acknowledge that you may not exceed your Available to Spend amount through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the Available-to-Spend amount, you shall remain fully liable to us for the amount of the transaction and any applicable fees. See the provisions in Section I. C. 5: “Right to Set Off” and Section I. C. 6: “Legal Process Affecting Your Account” for additional details if your Card Account balance becomes negative. For more information on the Available-to-Spend amount, please refer to your WisdomTree Prime User Agreement.

You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card.

b. Transaction Authorization

Card Transactions are authorized based on your Available to Spend as reflected in the WTP Wallet. Your Available to Spend amount is calculated according to the value of certain supported digital assets held in your WTP Wallet, which may fluctuate depending on the supported digital asset used to fund your Card Transaction.

c. Authorization Holds

When you use your Card to purchase goods or services from a merchant, the merchant may attempt to obtain preauthorization (also referred to as an authorization hold) from us for the transaction. If the merchant makes such a request, we will place a hold on your Card Account and your Available to Spend for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant) and reduce your Available-to-Spend Amount. Transactions relating to car rentals and hotel stays may result in a hold for that amount of funds for up to thirty (30) days.

If you use the Card at an automated fuel dispenser (pay at the pump), the transaction may be preauthorized for an amount up to \$100.00 or more. If the Card is declined, even though you have a sufficient Available-to-Spend Amount, you should pay for your purchase inside with the cashier. If you use the Card at a restaurant, the transaction may be preauthorized for the purchase amount plus up to 20% to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization will place a “hold” on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. If the merchant does not send us a final payment amount, it may take up to seven (7) days or more for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

We will not be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, we will debit the actual transaction amount from your Card Account, even if this results in your Card Account becoming negative. You remain responsible for any negative balances of your Card Account.

d. Card Not Present Transactions.

If you use the 16-digit Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with the Card. The Card cannot be redeemed for cash. You may not use the Card for any illegal online gambling or any other illegal transaction.

e. Foreign Transactions

If you obtain funds or make a purchase in a currency other than the currency in which the Card was issued, the Card Transaction amount will be converted by Visa into an amount in the currency of the Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account.

We will impose a fee for each transaction (U.S. or foreign currency), consistent with the Fee Schedule in Section IV: “Fee Schedule,” that you conduct at merchants (including foreign websites) outside the United States or in a foreign currency. Additional third-party fees may apply.

f. Receipts

You should get a receipt at the time you make a transaction using the Card. You may need a receipt in order to verify a transaction with us or the Merchant. You agree to retain, verify, and reconcile your transactions and receipts.

g. Physical Card Replacement

If you have a physical card that needs to be replaced for any reason except at Card expiration, you can request a replacement card in the Mobile App. Physical Card replacement is subject to the fee set forth below in the Fee Schedule.

h. Physical Card Expiration

The physical Card will expire no sooner than the date printed on the Card or by its terms. You will not be able to use the physical Card after the expiration date; however, a replacement physical Card will be offered to you prior to the expiration of the existing physical Card. If you need a physical Card replacement for any reason other than the Card's expiration, you may request one at any time by following the procedures in this section labeled "Physical Card Replacement."

i. Virtual, physical, and temporary Cards

You will have a virtual Card that may be used for "Card Not Present" transactions as further described in this Agreement. You will also have a second Card that may be provisioned to a digital wallet (e.g., Apple Pay or Google Pay). In addition, we may allow you to obtain one or more temporary Cards through the Mobile App. Virtual and temporary Cards are online representations of the Cards that you may use to purchase or lease goods or services or make payments by telephone or online, without presenting a physical Card. The virtual or temporary Card provides another way for you to make purchases with the Card and the terms of this Agreement continue to apply to any transactions made using a virtual or disposable Card.

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 and Merchants
- The Mobile App can be used to initiate ACH deposits to and ACH withdrawals from your ACH Account.
- You may use the Card to make purchases at merchants that accept the Card or to obtain cash at ATMs, over the counter cash and, subject to availability, cash back at POS terminals.

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 a combination of our assessment of the risk associated with your Account, including your recent activity, 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 the limits applied to your Account 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) and an ACH credit (withdrawing funds from your WTP Wallet), look at the deposit and withdrawal pages, respectively, of the Mobile App.

The general limits for new customers can be as high as:

Transaction Type	1 Business Day	5 Business Days	15 Business Days
ACH Originate Debit (Deposit)	\$10,000	\$20,000	\$40,000
ACH Withdrawals	\$5,000	\$10,000	\$20,000

Direct deposits and other received ACH Credits are reviewed to make sure you are the intended recipient.

D. Limits on Card Transactions

You may make cash withdrawals and POS purchases, not to exceed the established limits for your Card Account. See the Section I. D. 5: “Using your WisdomTree Prime Visa Debit Card; Cash Access and Transaction Limitations” for details about the limits.

If your Card Account is closed, blocked or suspended for any reason, you will not be able to transact using your Card (including at an ATM).

E. Right to Receive Documentation of Electronic Funds Transfer

Terminal Transfers. In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this

receipt to compare with your statement from us. Federal law provides that for certain small dollar transactions at merchant locations, you may not receive a receipt.

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. F: “Consumer Liability for Unauthorized Electronic Funds Transfers” below. We do not mail monthly paper statements.

F. Consumer Liability for Unauthorized Electronic Funds Transfers

Tell us AT ONCE if you believe your Card, PIN or Account numbers have 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 Card, PIN, or Account numbers, you can lose no more than \$50 if someone used your Card, PIN or Accounts without your permission. Under Visa U.S.A. Inc. Operating Regulations, you will have no liability for certain unauthorized Visa card transactions in connection with your Card unless we determine you were grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa or to ATM transactions outside the U.S.

In the event that the Visa Zero Liability Rules do not apply, if you do not notify us within two (2) business days after you learn of the loss or theft of your Card, PIN, or Account number(s) and we can prove that we could have stopped someone from using your Card or Account(s) without your permission if you had promptly notified us, you may be liable for as much as \$500.00.

Also, if your transaction history shows transactions that you did not make, including those made by Card, PIN or other means, notify us at once following the procedures stated in Section II. K: “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 Card, PIN or Account number(s) 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 Card, PIN or Account number(s) has been lost or stolen, we will close your Card and/or Account(s) to keep losses down and send you a replacement Card and/or Account number(s).

G. Right to Stop Payment

You are not permitted to initiate preauthorized transfers from your ACH Account or your Card Account. However, if you have told us in advance to make regular payments out of your ACH Account or using your Card, and such instruction was accepted, or if you have authorized someone to debit your ACH Account or Card Account through the ACH system, your Card, or any other electronic fund transfer, 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. An oral stop-payment order ceases to be binding after fourteen (14) days if you do not provide the required written confirmation.

H. Business Days

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

I. Our Liability for Failure to Complete Transactions

If we do not complete a transaction from your Accounts or Card 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 Accounts 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 Card or 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 Card or Account has been blocked after you reported your Card or 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;
- The transaction cannot be completed because your Card is damaged;
- 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.

J. Confidentiality

We may disclose information to third parties about your Account(s), Card or the transactions you make:

- Where it is necessary or helpful for completing transactions;
- In order to verify the existence and condition of your Accounts or Card 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.

K. 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 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 Account.

For errors involving a new Accounts, 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 new Accounts, we may take up to twenty (20) business

days to credit your 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 Accounts are not interest-bearing accounts. 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 and Section I. D. 5: “Using your WisdomTree Prime Visa Debit Card; Cash Access and Transaction Limitations”.

* Daily limits refer to calendar days (12:00am – 11:59pm EST). ATM and POS device owner-operators, merchants and participating banks may impose their own fees and lower limits on cash withdrawals.

IV. Fee Schedule

All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance in your Card Account, except where prohibited by law. Any time your Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount resulting in a zero balance on your Card Account.

Fee Description	Fee Amount	Frequency
Expedited or International Card Delivery	\$30.00	Each Card expedited or shipped internationally

V. General Funds Availability

Information contained in this section is provided to assist you in understanding our Funds Availability Policy. All deposits into an 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 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 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 5th 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.

VI. Arbitration and Class Action Waiver

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 Accounts or Card; (iii) your acquisition of the Accounts or Card; (iv) your use of the Accounts or Card; (v) the amount of available funds in the Accounts or Card; (vi) advertisements, promotions or oral or written statements related to the Accounts or Card, 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 Accounts or Card, 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 ACTIVATE OR USE THE CARD OR ACCOUNTS. CONTACT US VIA THE MOBILE APP, EMAIL AT [SUPPORT@WISDOMTREEPRIME.COM](mailto:support@wisdomtreeprime.com) OR CALL AT 212-658-0090 TO CLOSE

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