

LICENSE AGREEMENT

LICENSE AGREEMENT (hereinafter referred to as the “Agreement”), effective as of 27 April 2026 (the “Commencement Date”) by and between MarketVector Indexes GmbH (“Licensor”), having its registered office at Voltastrasse 1, 60486 Frankfurt am Main Germany; and OranjeBTC having its principal office at Av. Brigadeiro Faria Lima, 2012, cj 123, Jardim Paulistano, São Paulo, SP, Brazil, 01451-919 (“Licensee”). Licensor und Licensee are hereinafter also referred to as the “Parties” or as a “Party” each individually.

WHEREAS, Licensee operates as a BTC Treasury Company and provides investment services as consultant, structurer, and sponsor of digital asset investment products, including exchange-traded funds and cross-border investment structures, and intends to utilize the Indexes in connection with products offered in multiple jurisdictions, including Brazil, the Cayman Islands, the British Virgin Islands, and the United States;

WHEREAS, Licensor compiles, calculates, maintains and owns rights in and to the indexes listed on Exhibit A hereto, as may be amended from time to time upon agreement by the Parties in writing (each individually an “Index” and collectively, the “Indexes”);

WHEREAS, Licensor uses in commerce and owns or has the right to use, the trade name and service mark rights to the designations listed on Exhibit B hereto, as may be amended from time to time upon agreement by the Parties in writing (each individually a “Mark” and collectively, the “Marks”);

WHEREAS, Licensee wishes to use the Indexes as a component of the product or products described in Exhibit C hereto and made a part hereof, (each individually a “Product” and collectively, the “Products”), which Products may consist of investment entities and/or other legal persons (“Investment Entities”), each having the capacity to hold rights and assume obligations and, accordingly, to receive licenses and authorizations hereunder;

WHEREAS, the Parties acknowledge that the structuring, offering, and operation of the Licensee Products may require the involvement of multiple regulated entities and service providers, including investment advisers, fund administrators, custodians, distributors, and affiliated or third-party investment vehicles, and that the use of the Indexes must extend to such entities in order to enable the Products;

WHEREAS, Licensee wishes to use the Marks in connection with making disclosure about the Products under applicable law, rules and regulations in order to indicate that Licensor is the source of the Indexes, and, where applicable, in connection with the branding, marketing, and commercialization of the Products;

WHEREAS, Licensee wishes to obtain Licensor's authorization to use the Indexes and the Marks in connection with the Products and related structures, and to act as master licensee for the development and commercialization of such Products within the territories indicated herein, pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the Parties intend to establish a long-term commercial relationship under which Licensee will act as a primary structurer, sponsor, and distributor of Products referencing the Indexes within the territories indicated herein, and Licensor will act as index administrator, calculator and publisher,

NOW, THEREFORE, the Parties hereto agree as follows:

1. Grant of License.

(a) Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-transferable (except as provided in Subsection 12(a) hereof), with limited exclusivity rights (as described below), sublicensable under the limits defined herein (details under 1.(a)(ii) and 1.(c) below), license ("License") (i) to use the Indexes in connection with creation, offering, listing, trading, marketing and promoting ("Structuring") the Products and any other financial products, structures, vehicles or arrangements referencing, derived from, or based on the Indexes, including, without limitation, exchange-traded funds, investment funds, structured products, managed accounts and derivatives (collectively, "Products" as defined in Exhibit C), and (ii) to use and refer to the Marks in connection with making such disclosure about the Products as Licensee deems necessary or desirable under any applicable law, rules, regulations or provisions of this Agreement and for commercial, branding and marketing purposes in connection with the Products, but, in each case, only to the extent necessary to indicate the source of the Indexes. For avoidance of doubt, this License shall permit Licensee to use and refer to the Marks to the extent as described above. Nothing in this Agreement requires use of the Marks as a part of the name of the Products, i.e. the Licensee may use a name for the Products that does not contain the Marks. It is expressly agreed and understood by Licensee that no rights to use the Indexes and the Marks are granted hereunder other than those specifically described and expressly granted herein:

(i) **Exclusivity Rights in the Americas.** The Licensee shall have exclusive rights to license the Products within the Territory of the Americas for a period of eighteen (18) months following the Effective Date of this Agreement. Such exclusivity shall include a restriction on the Licensor from granting any additional licenses for the Products within the Territory without the prior written consent of the Licensee. Notwithstanding the foregoing, the Licensor may, to the extent required by applicable legal or regulatory requirements in specific jurisdictions, with prior notice to Licensee, authorize non-competing individuals or entities (including, without limitation, information disseminators and broadcasters) to use the index and obtain limited licenses solely for compliance purposes.

(ii) **Limited sublicensing.** The Licensee shall be entitled to exercise the License rights granted by the Licensor and to collaborate with investment managers and fund administrators (the “Partners”) in order to structure and launch Products and establish Investment Entities. In connection therewith, the Licensee may grant to such Partners and Investment Entities (“Sublicensees”) limited, non-exclusive, and purpose-specific sublicenses (“Sublicenses”), solely to the extent necessary to structure, operate, and maintain the relevant Products. Any such Sublicenses shall be subject to terms and conditions no less protective of the Licensor than those set forth in this Agreement, and the Licensee shall remain fully liable for the acts and omissions of its Sublicensees. The Licensee shall not charge the Sublicensees any Sublicense fees. License Fees Equivalent to those described in Section 3 below will be applicable for each new Product or Investment Entity, and the Sublicensees shall pay such License Fees directly to the Licensor.

(iii) **No circumvention.** Licensor shall not, directly or indirectly, license the Index or any substantially similar index to any third party in the Territory for the purpose of creating or supporting a financial product that is substantially similar to a Product, in a manner that would reasonably be expected to compete with or circumvent Licensee’s rights under this Agreement. For the sake of clarification, a “similar index” is defined as a methodology that is at least 80% comprised of Bitcoin treasury preferred securities.

(b) The license herein granted shall not transfer to Licensee any legal or beneficial intellectual or other property rights whatsoever to any Mark or the goodwill now associated or which will become associated therewith.

(c) With the exception of the limited grant of a sublicense in the second sentence of Sections 1.(a) and 1.(c), no sublicensing of Licensee’s rights hereunder, even partial, shall occur, without the prior written consent of Licensor, which consent may be granted or withheld in Licensor’s sole and absolute discretion. Licensee shall, however, also have the limited rights to grant a non-sublicensable sublicense to an affiliate and/or to an investment company it establishes in connection with the creation of a Product, as indicated in the Section 1.(a) above.

(d) The limited license granted hereunder by the Licensor to the Licensee shall include, subject to the terms and conditions of this Agreement, the limited right to use the Indexes under any future names of the Indexes, provided that Licensor owns or has sufficient name use rights to such future names of the Indexes and that no other changes have been made to the Indexes. In any event, if the Indexes’ names are changed, Licensor shall provide Licensee with notice at least ninety (90) days prior to the change.

2. Term.

Unless terminated pursuant to Section 4. hereof, the term of this Agreement shall commence on the Commencement Date and shall continue in effect thereafter for a period

of two years from the date hereof. Thereafter, it shall automatically renew for successive renewal terms of one year each, unless Licensee provides to Licensor at least one-hundred eighty (180) days' prior written notice of Licensee's intention not to renew this Agreement effective upon expiration of the then-current term or renewal term. The Parties acknowledge and agree that the prior notice period may be subject to conditions imposed by regulators in the jurisdiction where the Products are organized, in which case the Parties shall use their best efforts to accommodate such requirements and negotiate solutions thereto.

3. License Fees.

(a) Licensee shall pay to Licensor the license fees ("License Fees") specified and provide the data called for in Exhibit D, attached hereto and made a part hereof. All amounts in this Agreement, including, without limitation, the License Fees are stated net of any taxes (i.e., the amount stated is the amount to be received by Licensor after payment of any sales, distribution, use or withholding taxes). Licensee shall pay any taxes, fees and similar governmental charges related to the execution or performance of this Agreement, other than taxes on Licensor's net income.

(b) In the event of termination of this Agreement as provided in Subsections 4(a) through (f), the License Fees to the date of such termination shall be computed by prorating the amount of the applicable License Fees shown in Exhibit D on the basis of the number of elapsed days in the current term.

4. Termination.

(a) At any time during the term of this Agreement, either Party may give the other Party ninety (90) days prior written notice of its intent to terminate this Agreement if the terminating Party reasonably believes that material damage or harm is occurring to the reputation or goodwill of that Party by reason of its continued performance hereunder, and such notice shall be effective on the date specified therein for such termination, unless the other Party shall correct the condition causing such damage or harm within the notice period.

(b) In the case of a material breach of any of the terms or conditions of this Agreement by either Party, Licensor or Licensee, as applicable, may terminate this Agreement with respect to a Product, by giving at least sixty (60) days' prior written notice of its intent to terminate (with reasonable specificity as to the nature of the breach), and such notice shall be effective on the date specified therein for such termination unless the breaching Party shall correct such breach within the notice period.

(c) Termination of this Agreement with respect to a particular Product and the license herein granted shall be without prejudice to any rights or remedies which either Party may otherwise have against the other Party. The exercise or failure to exercise the aforementioned rights of termination, or any of the covenants, conditions, or contracts to be

performed by the other Party or any breach thereof, shall in no way be considered a waiver by either Party of any of their legal rights and remedies. Furthermore, the failure by either Party to claim or enforce performance of any obligation set forth in this Agreement by the other Party for any length of time and however frequently repeated, shall not be deemed to be a continuing waiver or modification by such Party of its contractual rights to the performance of such obligation by the other Party.

(d) Licensors shall have the right, in Licensors's sole discretion, to cease compilation and publication of an Index and, in such event, either Party may terminate this Agreement with respect to a Product if Licensors does not offer a replacement or substitute Index. In the event that Licensors intends to discontinue an Index, Licensors shall use commercially reasonable efforts to give Licensee at least one hundred twenty (120) days' written notice prior to such discontinuance which notice shall specify whether a replacement or substitute Index will be made available. Licensee shall have the option hereunder within thirty (30) days after receiving such notice from Licensors to notify Licensors in writing of its intent to use the replacement or substitute Index, if any, under the terms of this Agreement, or to terminate this Agreement. If Licensee does not exercise such option or if no replacement or substitute Index is made available, this Agreement shall terminate as of the date specified in Licensors's notice. If Licensee elects to use the replacement or substitute Index, such replacement or substitute Index will be included within the definition of "Index" as used herein.

(e) Licensors may terminate this Agreement with respect to any Product upon at least ninety (90) days' (or upon such lesser period of time if required pursuant to a court order) prior written notice to Licensee if (i) Licensors is informed of the final adoption of any legislation or regulation or the issuance of any interpretation that in Licensors's reasonable judgment materially impairs Licensors's ability to license and provide the relevant Index and Marks under this Agreement in connection with the Products; or (ii) any litigation or proceeding is threatened or commenced and Licensors reasonably believes that such litigation or proceeding would have a material and adverse effect upon the Marks and/or the Index or upon the ability of Licensors to perform under this Agreement. In such event the License Fees to the date of such termination shall be computed as provided in Subsection 3(b).

(f) Licensee may immediately terminate this Agreement upon notice to Licensors in the event that (i) any third party brings any Claim (as defined in Section 10.(a)) that the Index or the Marks infringe or violate the intellectual property rights of such third party and Licensors has failed to take action as specified in Section 5(e) within thirty (30) days thereafter; (ii) the Licensee terminates the public offering or other distribution of a Product's securities, or a Product is dissolved or otherwise discontinued; (iii) any litigation or proceeding is threatened or commenced and Licensee reasonably believes that such litigation or proceeding would have a material and adverse effect upon the Marks and/or the Index or upon the ability of Licensors to perform under this Agreement; (iv) any litigation or proceeding is threatened or commenced and Licensee reasonably believes that such litigation or proceeding would have a material and adverse effect upon the Products or upon the ability of Licensee to perform under this

Agreement; (v) if Licensor repeatedly fails to comply with Section 5(b) described below and such repeated failure has a material and adverse effect on the trading of a Product's securities; (vi) if Licensee is no longer able to obtain requisite exposure for a Product due to Licensor modifying, amending or altering the Index, including changes to its compilation and composition; (vii) if Licensee reasonably sets forth that a Product is no longer able to obtain or maintain compliance with applicable laws; or (viii) Licensor materially violates applicable law concerning its activities under this Agreement.

(g) Termination of this Agreement with respect to one Product shall not constitute a termination of this Agreement with respect to other Products.

5. Licensor's and Licensee's Obligations.

(a) Licensor shall not and is in no way obliged to engage in any marketing or promotional activities in connection with any Product or in making any representation or statement to investors or prospective investors in connection with the promotion by Licensee of the Products.

(b) Each day the Licensor or its agent will (i) calculate and disseminate to market data vendors the value of the Indexes based on the most recent reported prices of the underlying securities in the Indexes at approximately 15-second intervals ("Real-Time Data") and (ii) make available to Licensee the constituent and performance data concerning the Index via MarketVector's website. Furthermore, on each business day as defined by the index calculator (a "Business Day"), Licensor or its agent will calculate and disseminate to market data vendors the closing value of the Indexes on such Business Day based on the closing prices of the underlying securities in the Indexes. Index calculation will cease each Business Day at 17:00 (CET) and official summaries will be disseminated between 17:00 (CET) and 18:00 (CET) (closing price). Licensee acknowledges and agrees that the time frame for distributing the official summaries is an operational guideline and that failure to achieve performance within such timeframe shall not constitute a breach of this Agreement

(c) Licensor shall promptly correct or instruct its agent to correct any errors made in Licensor's computations of the Indexes which are brought to Licensor's attention by Licensee or others, provided that nothing in this Section 5 shall give Licensee the right to exercise any judgment or require any changes with respect to Licensor's method of composing, calculating or determining the Indexes; and, provided further, that nothing herein shall be deemed to modify the provisions of Section 9 of this Agreement. Licensor absolutely reserves all rights to change the components of the Indexes, and to change the methods by which the Indexes are computed.

(d) Licensor agrees to provide reasonable support for Licensee's development and educational efforts with respect to the Products by responding in a timely fashion to any requests for information by Licensee regarding the Index and/or the Marks.

(e) Upon notice from Licensee that a third party without a license from Licensor may be using the Index or the Marks to promote, market or issue a publicly offered investment product with the same or substantially similar investment objectives and strategies as a Product, Licensor will at its own discretion use commercially reasonable efforts to review such information for purposes of considering whether such alleged activity would interfere with the provisions of this Agreement.

(f) Licensor shall not disparage the Licensee, any Product, Licensee's investment advisor or any of its affiliates.

(g) Licensee agrees that other sources may have rights in the Index Data and, as a result, Licensee agrees to comply with any restrictions or conditions imposed on the use, access storage, distribution or redistribution of the Index Data (including, without limitation, derived data), imposed by the relevant sources from time to time. Licensee will be solely responsible to obtain and maintain, at its own cost, all consents and licenses including exchange data and make all filings necessary to receive and/or use the Index Data, including consents of applicable sources (e.g., the London Stock Exchange with respect to SEDOL data, Standard & Poor's with respect to ISIN data, constituent prices) as may be required by MarketVector and/or exchanges and shall certify to MarketVector in writing receipt of the same upon MarketVector's request.

(h) Licensor acknowledges and agrees that, as part of authorization and permit requests Licensee or its representatives and partners may seek with competent regulatory authorities, confirmations, letters, representations and documents in general ("Documents") pertaining the Indexes, its methodology and technical aspects, could be required to be included in mandatory application materials for such authorizations. Upon request, Licensor shall provide such Documents within the timeframe required by the relevant authorities. Licensor shall collaborate with Licensee and use its best efforts to promptly reply to all the requests of Documents and information made by Licensee in connection with the granting of the authorizations and permits sought by Licensee.

(i) Without limiting the foregoing, Licensor shall not, directly or indirectly, design, develop, sponsor, support, or participate in any structure, product, or index that achieves substantially similar economic exposure or investment outcomes as the Index through immaterial modifications or alternative structuring intended to circumvent the restrictions set forth herein.

(k) Non-Circumvention. Licensor shall not, directly or indirectly, engage with, contract with, or otherwise collaborate with any existing or prospective partner, client, or service provider of Licensee within the Territory for the purpose of offering, structuring, or supporting any financial product referencing the Index or any Competing Index in a manner that circumvents or undermines Licensee's rights or economic interests under this Agreement.

(l) Licensor shall provide Licensee with non-objection letters as required by Article 8 VII of Instruction CVM 359. A sample letter is provided in Exhibit E.

6. Informational Materials Review.

Licensee shall use its best efforts to protect the goodwill and reputation of Licensor and of the Marks in connection with its use of such Marks under this Agreement. For the avoidance of doubt, Licensee has no obligation to enforce the goodwill and reputation of Licensor and of the Marks against third parties. Licensee shall inform Licensor of substantially all informational materials pertaining to and to be used in connection with the Products, including, where applicable, prospectuses, registration statements, web sites, investor letters, advertisements, brochures and promotional and any other similar informational materials (including documents required to be filed with governmental or regulatory agencies) that in any way use or refer to Licensor, the Indexes, or the Marks (the “Informational Materials”). Informational Materials shall be addressed to Licensor at the address specified in Subsection 12(d). Licensor’s approval shall be required only with respect to the use of and description of Licensor, Marks and the Indexes in the Informational Materials and shall not be unreasonably withheld or delayed by Licensor. Specifically, Licensor shall notify Licensee of its approval or disapproval of any Informational Materials within seven (7) business days following receipt thereof from Licensee. Any disapproval shall state Licensor’s reasons therefor. Any failure by Licensor to respond within such seven (7) business day period shall be deemed to constitute a waiver by Licensor of its right to review such Informational Materials by Licensor and all such Informational Materials will be deemed to have been approved by Licensor. The response by Licensor may happen by any means, e.g. letter, fax, e-mail, telephone, text message etc. Informational Materials do not include general references to the Products or the Products’ securities in materials that refer to various products sponsored or advised by Licensee’s investment advisor, or which are otherwise not specifically related to or created for the Products, provided that such materials do not in any way use or refer to Licensor, the Index, or the Marks. Informational Materials also do not include internal Licensee documents, which documents are not distributed outside of Licensee’s organization (for example, internal memos or internal informational documents concerning new products). Once Informational Materials have been approved by Licensor, subsequent Informational Materials which use or describe Licensor, the Marks or the Indexes in the same or a substantially similar manner need not be submitted for review and approval by Licensor. If an amendment or modification to Informational Materials is requested by Licensor after the expiration of the seven (7) business day period, Licensor will reimburse Licensee for all of Licensee’s out-of-pocket expenses incurred as a result of such amendments or modifications if Licensee determines to make such amendment or modification before such Informational Materials are next regularly revised by Licensee.

7. Protection of Value of License

(a) Licensor shall, at its own expense, use reasonable commercial efforts to maintain in full force and effect all federal and state registrations of the Marks and protect the Marks and other proprietary rights against infringement insofar as such infringement involves a Product (as defined in Exhibit C) and conflicts with or impairs Licensee's rights and privileges hereunder or the commercial benefits derived therefrom. Licensor and its affiliates shall at their own expense and sole discretion exercise their common law and statutory rights against infringement of the Indexes, the Marks, copyrights and other proprietary rights insofar as such infringement conflicts with or impairs Licensee's rights and privileges hereunder.

(b) If Licensee becomes aware of any infringement of the Marks, Licensee shall promptly notify Licensor of the facts and circumstances surrounding such infringement. For the avoidance of doubt, Licensee has no obligation to monitor for, investigate or proactively take any action to identify any infringement of the Marks. Licensor shall have the exclusive right to take action with respect to any such infringement, at Licensor's sole expense and sole discretion, including, without limitation, the right, in its own name and that of Licensee, to commence and prosecute any suit or other proceeding against any such infringer or join Licensee as a party thereto. Any recovery obtained in such proceeding shall belong to Licensor. Licensee shall, at Licensor's sole expense, reasonably cooperate with Licensor in any such proceeding, and in connection therewith (and without limitation), Licensee shall provide such evidence and give such testimony as may reasonably be requested by Licensor.

(c) Licensee shall use the following notice when referring to an Index in the Prospectus/Offering Document of the Product:

"The [Product] ("Product") is not sponsored, endorsed, sold or promoted by MarketVector Indexes GmbH ("Licensor") and any of its affiliates. Licensor and any of its affiliates make no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the [Index] ("Index") to track the performance of the [insert relevant market]. Licensor's only relationship to the Licensee is the licensing of certain service marks and trade names of Licensor and of the Index that is determined, composed and calculated by Licensor without regard to the Licensee or the Product. Licensor has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the Index. Licensor is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of the Product to be issued or in the determination or calculation of the equation by which the Product is to be converted into cash. Licensor has no obligation or liability in connection with the administration, marketing or trading of the Product.

[Index] (the "Index") is the exclusive property of MarketVector Indexes GmbH. MarketVector Indexes GmbH uses its best efforts to ensure that the Index is calculated correctly. MarketVector Indexes GmbH has no obligation to point out errors in the

Index to third parties including but not limited to investors and/or financial intermediaries of the financial instrument.

LICENSOR AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY AND/OR COMPLETENESS OF THE INDEX OF ANY DATA INCLUDED THEREIN AND LICENSOR AND ITS AFFILIATES SHALL NOT HAVE ANY LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. LICENSOR AND ITS AFFILIATES MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF [PRODUCT], OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE [INDEX] OR ANY DATA INCLUDED THEREIN. LICENSOR AND ITS AFFILIATES MAKE NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE [INDEX] OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL LICENSOR AND ANY OF ITS AFFILIATES HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES, EVEN IF NOTIFIED OF THE POSSIBILITY THEREOF.”

Licensee shall use the following notice when referring to an Index on a website or in any brochures, advertisements or other promotional materials:

“[Index] (the “Index”) is the exclusive property of MarketVector Indexes GmbH. MarketVector Indexes GmbH uses its best efforts to ensure that the Index is calculated correctly. MarketVector Indexes GmbH has no obligation to point out errors in the Index to third parties including but not limited to investors and/or financial intermediaries of the financial instrument. In particular, MarketVector Indexes GmbH and its affiliates are not responsible for the Licensee and/or for Licensee’s legality or suitability and/or for Licensee’s business offerings. Offerings by Licensee, may they be based on the [Product] (“Product”) or not, are not sponsored, endorsed, sold, or promoted by MarketVector Indexes GmbH and its affiliates, MarketVector Indexes GmbH and its affiliates make no representation regarding the advisability of investing in Licensee and/or in Licensee’s business offerings. MARKETVECTOR INDEXES AND ITS AFFILIATES MAKE NO WARRANTIES AND BEAR NO LIABILITY WITH RESPECT TO LICENSEE.”

Any changes in the foregoing disclaimers and limitations must be approved in advance in writing by an authorized officer of Licensor.

(d) The foregoing does not address additional legends which may be included in any prospectus or other Information Statement, and included in such other Informational Materials as would be consistent with applicable local industry practice. Licensee shall at all times be responsible for ensuring compliance by each assignee, sub-licensee and/or subsidiary

with the terms of this Agreement, if assignments, sub-licenses to third parties etc. were permitted at all by Licensor. Licensee shall deliver to Licensor promptly after the execution thereof a copy of each sublicense agreement as entered into, which copy may redact fee information.

8. Proprietary Rights.

(a) Licensee acknowledges that MVIS® is a registered trademark of Van Eck Associates Corporation that has been licensed to MarketVector Indexes GmbH. BlueStar®, BlueStar Indexes®, BIGI®, BIGITech® are trademarks of MarketVector Indexes GmbH, MarketVector™ and MarketVector Indexes™ are pending trademarks of Van Eck Associates Corporation. Licensee acknowledges that between the Parties each Index and Marks are the exclusive intellectual and/or other property of Licensor, that Licensor has and retains all proprietary rights therein (including, but not limited to, trademarks, service marks, patents and copyrights), that each Index and its compilation and composition and changes therein are in the control and discretion of Licensor, subject to the notice requirement in Subsection 5(c), and that Licensor retains the right at any time upon reasonable written notice, to modify the methodology used to calculate an Index.

(b) Licensor reserves all rights with respect to each Index and Mark except those expressly licensed to Licensee hereunder.

(c) Licensee recognizes the great value of the goodwill associated with each Mark and all rights therein and the goodwill pertaining thereto belong exclusively to Licensor.

(d) Each Party shall treat as confidential and shall not disclose or transmit to any third party any documentation or other written materials that are marked as “Confidential and Proprietary” by the providing Party or that would otherwise be considered to be confidential due to their proprietary business nature, including but not limited to the terms of this Agreement (“Confidential Information”). Confidential Information shall not include (i) any information that is available to the public or to the receiving Party hereunder from sources other than the providing Party (provided that such source is not subject to a confidentiality agreement with regard to such information) or (ii) any information that is independently developed by the receiving Party without use of or reference to information from the providing Party. Notwithstanding the foregoing, either Party may reveal Confidential Information to any regulatory agency, securities exchange, self-regulatory organization or court of competent jurisdiction if such information to be disclosed is (a) approved in writing by the other Party for disclosure or (b) required by law, regulatory agency, securities exchange, self-regulatory organization or court order to be disclosed by a Party, provided, if permitted by law, that prior written notice of such required disclosure is given to the other Party and provided further that the providing Party shall cooperate with the other Party to limit the extent of such disclosure. Upon the termination or expiration of this Agreement for any reason or upon the reasonable request of the providing Party, all Confidential Information, together with any copies that may

be authorized herein, shall be returned to the providing Party or, if requested by the providing Party, certified destroyed by the receiving Party; provided, that, the receiving Party shall be permitted to retain any Confidential Information as required by law, regulation, rule, court order or internal document retention policy.

(e) In the event that any intellectual property right(s) arising from or related to the Index or Marks infringe or violate, or are believed by Licensor to infringe or violate, the intellectual property rights of any third party, Licensor may, at its sole discretion, option and expense: (i) obtain for Licensee a license to continue exercising its rights under this Agreement; or (ii) repair, replace, modify, or take other action to render the intellectual property non-infringing or non-violative.

9. Representations and Warranties; Disclaimers.

(a) Licensor represents and warrants that Licensor has the right to grant the rights granted to Licensee herein and that, subject to the terms and conditions of this Agreement, the license granted herein shall not infringe any trademark, copyright or other proprietary right of any person not a party to this Agreement.

(b) Licensor further warrants and represents to Licensee that each Index is the exclusive property of Licensor, that Licensor has and retains all intellectual and other proprietary rights therein (including, but not limited to trademarks, service marks, patents and copyrights), that each Index and its compilation and composition and changes therein are in the control and discretion of Licensor, and that the Indexes do not infringe the rights of any third party.

(c) Licensee agrees expressly to include all disclaimers and limitations as stated in section 8 above in each Prospectus or other information material relating to each Product.

(d) Each Party represents that it has the authority to enter into this Agreement according to its terms; that this Agreement has been duly executed by an authorized signatory and constitutes its valid and binding obligation enforceable against it in accordance with its terms, except as limited by bankruptcy and other laws of general application relating to insolvency or the protection of creditors' rights; that at all times during the term of this Agreement, it shall have the power and authority to perform all of its obligations under this Agreement; and that the execution, delivery and performance of this Agreement will not materially violate any applicable laws or agreement or instrument to which it is a party.

(e) Licensee represents and warrants to Licensor that each Product shall at all times comply with the descriptions in Exhibit C and shall not violate any of the restrictions set forth therein.

(g) Licensee represents and warrants to Licensor that each Product shall not violate any material applicable law, including but not limited to banking, commodities and securities laws

(f) Neither Party shall have any liability for lost profits or indirect, punitive, special, or consequential damages arising out of this Agreement, even if notified of the possibility of such damages. In no event shall the cumulative liability of each Party (except for claims other than infringement claims and breach of confidentiality) exceed the greater of five times the average annual License Fees actually paid to Licensor hereunder or \$1,000,000; provided, however, that such limitation shall not apply to (i) gross negligence, fraud or willful misconduct, (ii) breaches of confidentiality, or (iii) indemnification obligations.

(g) Licensor represents and warrants to Licensee that (i) any information relating to Licensor, the Index or the Marks that is provided by Licensor to Licensee for use in any prospectus or disclosure document relating to a Product or a Product's securities will not contain an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading in the description of Licensor, the Index or the Marks, and (ii) Licensee is not required to obtain any additional licenses with respect to the Index.

10. Indemnification.

(a) Licensee shall indemnify and hold harmless Licensor, its affiliates and their officers, directors, employees and agents against any and all judgments, damages, costs or losses of any kind (including reasonable attorneys' and experts' fees) (collectively, "Damages") as a result of any third party claim, action, or proceeding ("Claim") to the extent such Damages arise out of or relate to (i) any material breach by Licensee of any of its obligations, representations or warranties under this Agreement, except insofar as the Claim relates to a material breach by Licensor of any of its obligations, representations, warranties or covenants hereunder or Licensor's gross negligence, fraud or willful misconduct, or (ii) any Product, except insofar as the Claim alleges that the Indexes or the Marks licensed hereunder violates or infringes any U.S. patent, trademark, copyright, license, or other proprietary right of any third party or relates to a material breach by Licensor of its obligations, representations, warranties or covenants hereunder or Licensor's gross negligence, fraud or willful misconduct; *provided, however*, in any case that (A) Licensor notifies Licensee promptly of any such Claim (but in no event in a time frame that prejudices the Licensee's ability to defend); (B) Licensor grants Licensee sole control of its defense, prosecution, and/or settlement; and (C) Licensor cooperates with Licensee in defense, prosecution, and settlement thereof. Licensor shall have the right, at its own expense, to participate in the defense of any Claim against which Licensor is indemnified hereunder; provided, however, it shall have no right to control the defense, consent to judgment, or agree to settle any such Claim without the written consent of Licensee without waiving the indemnity hereunder. Licensee, in the defense of any such Claim, except with the written consent of Licensor, shall not consent to entry of any judgment or enter into

any settlement which either (I) does not include, as an unconditional term, the grant by the claimant to Licensor of a release of all liabilities in respect of such Claims or (II) otherwise adversely affects the rights of Licensor.

(b) Licensor shall indemnify and hold harmless Licensee, its affiliates and their officers, directors, employees and agents against any and all Damages as a result of any third party Claim to the extent such Damages arise out of or relate to (i) any material breach by Licensor of any of its obligations, representations, warranties or covenants hereunder except insofar as the Claim relates to a material breach by Licensee of any of its obligations, representations, warranties or covenants hereunder or Licensee's gross negligence, fraud or willful misconduct, or (ii) any infringement or violation or misappropriation claim of a third party's intellectual property rights arising from or related to the Licensee's use of the Index or the Marks, (iii) any substantial violation of applicable law *provided, however*, that (A) Licensee notifies Licensor promptly of any such Claim (but in no event in a time frame that prejudices the Licensor's ability to defend); (B) Licensee grants Licensor sole control of its defense and/or settlement; and (C) Licensee cooperates with Licensor in the defense thereof. Licensee shall have the right, at its own expense, to participate in the defense of any Claim against which Licensee is indemnified hereunder; *provided, however*, it shall have no right to control the defense, consent to judgment, or agree to settle any such Claim without the written consent of Licensor without waiving the indemnity hereunder. Licensor, in the defense of any such Claim, except with the written consent of Licensee, shall not consent to entry of any judgment or enter into any settlement which either (I) does not include, as an unconditional term, the grant by the claimant to Licensee of a release of all liabilities in respect of such Claims or (II) otherwise adversely affects the rights of Licensee.

11. Force Majeure.

Neither Licensor nor Licensee shall bear responsibility or liability for any losses arising out of any delay in or interruptions of their respective performance of their obligations under this Agreement due to any act of God, act of governmental authority, act of terrorism, act of the public enemy or due to war, the outbreak or escalation of hostilities, riot, fire, flood, civil commotion, insurrection, labor difficulty (including, without limitation, any strike, or other work stoppage or slow down), severe or adverse weather conditions, communications line failure, or other similar cause beyond the reasonable control of the Party so affected (a "Force Majeure Event"), provided that: (a) the non-performing Party gives the other Party prompt (subject to reasonability given the specifics of the relevant Force Majeure Event) notice describing the Force Majeure Event, including the nature of the occurrence and its expected duration and, where reasonably practicable, continues to furnish regular reports with respect thereto during the period of Force Majeure Event; (b) the suspension of obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event; (c) no obligations of either Party that accrued before the Force Majeure Event are excused as a result of the Force Majeure Event; and (d) the non-performing Party uses all reasonable efforts to remedy its inability to perform as quickly as possible.

12. Other Matters.

(a) **Assignment:** This Agreement is solely and exclusively between the Parties hereto and shall not be assigned or transferred by either Party without the prior written consent of the other Party, and any attempt to so assign or transfer this Agreement without such written consent shall be null and void. Notwithstanding the foregoing, Licensee may assign this Agreement to an affiliate.

(b) **Entire Agreement:** This Agreement, together with any schedules and exhibits, constitutes the final and entire agreement of the Parties hereto with respect to its subject matter and may be amended or modified only by a writing signed by duly authorized officers of both Parties. This Agreement supersedes all previous Agreements between the Parties with respect to the subject matter of this Agreement. There are no oral or written collateral representations, agreements, or understandings except as provided herein.

(c) **No Relief of Obligations:** No breach, default, or threatened breach of this Agreement by either Party shall relieve the other Party of its obligations or liabilities under this Agreement with respect to the protection of the intellectual property or proprietary nature of any property which is the subject of this Agreement.

(d) **Notices:** All notices and other communications under this Agreement shall be (i) in writing, (ii) delivered by electronic mail, hand, by registered or certified mail, return receipt requested, or overnight courier, to the address set forth below or such address as either Party shall specify by a written notice to the other and (iii) deemed given upon receipt.

Notice to Licensor:

MarketVector Indexes GmbH
Voltastrasse 1
60486 Frankfurt / Main
Germany

Notice to Licensee:

OranjeBTC S.A. - Educação e Investimento
Av. Brigadeiro Faria Lima, 2012, cj 123, Jardim
Paulistano
01451-919 São Paulo/SP
Brazil
legal@oranjebtc.com

(e) **Applicable Law:** This Agreement shall be interpreted, construed and enforced in accordance with the laws of New York, NY, USA, without regard to the conflicts of law provisions thereof.

(f) **Severability:** In the event that one or more provisions of this Agreement shall at any time be found to be invalid or otherwise rendered unenforceable, such provision or provisions shall be severable from this Agreement, so that the validity or enforceability of the remaining provisions of this Agreement shall not be affected thereby. Also: If any court having competent jurisdiction shall determine that one or more of the provisions contained in this Agreement shall be invalid or unenforceable in any respect, then such provision shall be deemed limited and restricted to the extent that such court shall deem it to be invalid or enforceable, and as so limited or restricted shall remain in full force and effect.

(g) **Jurisdiction and Venue:** .
Each Party agrees that in connection with any legal action or proceeding arising with respect to this Agreement, they will bring such action or proceeding only in NY and that within NY, the courts in NYC, NY shall have exclusive jurisdiction regarding any dispute between the Parties referring directly or indirectly to the Agreement and/or the Schedule. Each Party agrees to submit to the jurisdiction of such court and venue in such court and to waive any claim that such court is an inconvenient forum.

(h) **No Agency:** Nothing contained in this Agreement shall create or be deemed to create any agency, fiduciary, partnership or joint venture relation between or among the Licensee or Licensor. No Party hereto shall have the power to obligate or bind the other Party in any manner whatsoever.

(i) **No Waiver:** The failure of a Party hereto to enforce, or the delay by a Party hereto to enforce, any of its rights under this Agreement shall not be deemed a continuing waiver or a modification by such Party of any of its rights under this Agreement and any Party may, within the time provided by the applicable law, commence appropriate proceedings to enforce any or all of its rights under this Agreement and any prior failure to enforce or delay in enforcement shall not constitute a defense.

(j) **Survival:** Sections 8.(d), 9.(f), 10. and 12.(m) of this Agreement shall survive the expiration or termination of this Agreement.

(k) **Execution:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(l) **No Conferment of Remedies or Claims:** Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any entity, other than Licensee, Licensor, and their respective affiliates, successors and permitted assigns, any remedy or claim by reason of this Agreement.

(m) **Injunctive Relief:** Each Party agrees that a breach or threatened breach of Sections 8(d) by it could cause irreparable harm to the other Party and therefore, any such breach may be enjoined through preliminary or permanent injunctive relief, which shall be in addition to and not in lieu of all other rights and remedies available to the other Party without the need to prove inadequacy of monetary damages or the posting of a bond. All remedies

under this Section 12(m) shall be cumulative.

(n) **Headings:** The headings used herein are for convenience only and shall not be deemed to constitute a part hereof or to limit, characterize, or in any way affect the provisions of this Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

OranjeBTC S.A. - Educação e Investimento MarketVector Indexes GmbH

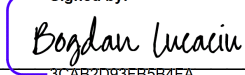
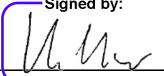
Signed by:  A7E464D9B23746A... Name: <u>Guilherme Amado Cerqueira Gomes</u> Position: CEO Date: 5/6/2026	Signed by:  3CAB2D93FB5B4FA... Name: <u>Bogdan Lucaciu</u> Position: Authorized Signatory Date: 4/30/2026
	Signed by:  381365724F2D462... Name: <u>Thomas Kettner</u> Position: MD Date: 4/30/2026

EXHIBIT A
LIST OF INDEXES

Index	Ticker
MarketVector Bitcoin Treasury Preferred Equity Index TBD	TBD

EXHIBIT B
LIST OF MARKS

MarketVector

EXHIBIT C
PRODUCT DESCRIPTION

The Product shall consist of an exchange-traded fund (“ETF”) to be constituted in Brazil in accordance with the rules set forth in the applicable regulation issued by the Comissão de Valores Mobiliários, including Resolution No. 175 and its applicable annexes, which shall track the MarketVector Bitcoin Treasury Preferred Equity Index TBD .

The ETF shall be organized as an open-ended fund with an indefinite term and a single class of quotas, admitted to trading on the stock exchange operated by B3.

EXHIBIT D

LICENSE FEES

A. License Fees

Licensee will pay Licensors for each Product based on the Index during the Term the greater of (i) the minimum annual fee per Index ("Minimum Annual Fee") or (ii) the basis point fee per Index ("Basis Point Fee") as set out below:

The Minimum Annual Fee shall be USD 10,000 (ten thousand US dollars).

The Basis Point Fee shall be calculated on the assets under management ("AUM") of each Product as follows:

- 4.0 basis points (0.04%) on AUM up to BRL 750,000,000;
- 3.5 basis points (0.035%) on AUM between BRL 750,000,000 and BRL 2,000,000,000;
- 3.0 basis points (0.03%) on AUM between BRL 2,000,000,000 and BRL 3,000,000,000 and
- 2.5 basis points (0.025%) on AUM thereafter.

B. Revenue Share

For opportunities initiated by Licensors, Licensors shall pay Licensee a 12.5% net revenue share as defined by revenue less administrative and calculation costs on 3rd party commercialization for use in other ETFs/financial products globally, for products to be licensed in 3 years following the Effective Date of this Agreement.

For opportunities initiated by Licensee, Licensors shall pay Licensee a 22.5% net revenue share.

C. Computation of License Fees

The fees shall be due upon Product Launch.

At the end of each calendar quarter during the Term, and within the following ten (10) days, Licensee shall calculate the average daily net asset value of each Fund during the quarter by (i) adding together the daily net asset values of the Fund, as determined by the Administrator of the Fund on each business day during the quarter, and then (ii) dividing such sum by the number of daily net asset value amounts determined in (i) above.

The resulting average daily net asset value shall then be multiplied by the applicable Basis Point Fee (applied on a tiered basis as described above) and divided by the actual number of days in the period divided by 365, resulting in the quarterly payment to be paid to Licensors by Licensee.

After the calculation process, Licensee shall submit the calculation results to Licensors, which shall issue the invoice within an appropriate number of days.

The License Fee shall be paid quarterly in arrears within thirty (30) days after the close of the quarter.

All amounts shall be paid in US Dollars. The total due to Licensors is the amount of License Fees due with no adjustment for taxes. The terms hereof shall be deemed "Confidential Information" for purposes of Section 8(d) of this Agreement and may be publicly disclosed if required by regulatory agencies, securities exchanges or self-regulatory organizations considering the regulatory requirements for ETFs.

EXHIBIT E
SAMPLE NON-OBJECTION LETTER

Dear Sirs,

MarketVector Indexes GmbH (“MarketVector”)

Re: ETF Statement of Non-Objection in terms of Article 8 VII of Instruction CVM
359, January 22, 2002

Reference is made herein to the License Agreement dated xx between MarketVector and xx (the “Agreement”).

The purpose of this letter is to confirm that MarketVector granted to xx certain rights of use with respect to the MarketVector Bitcoin Treasury Preferred Index (the “Index”) permitting the issue, operation, marketing and promotion by Product (the “ETF”), which is based on the aforesaid Index, on B3 S.A. – Brasil, Bolsa, Balcão in Brazil, in accordance with the Agreement.

In view of the foregoing, MarketVector hereby states no objection to the constitution of the ETF by xx in terms of, and for the duration of, the Agreement.

For purposes of clarity, this letter is for xx only, is non-exclusive, and is for the listing and trading of the ETF within Brazil only.

Yours truly,

MarketVector Indexes GmbH

[representative]

Certificate Of Completion

Envelope Id: 7553CEC2-8498-8F96-828B-1F1C1CCB66D2

Status: Completed

Subject: MarketVector Product Licence Agreement_ Oranje BTC.REVISED EXECUTION VERSION

Source Envelope:

Document Pages: 23

Signatures: 3

Envelope Originator:

Certificate Pages: 4

Initials: 0

Mauricio Mirandola

AutoNav: Enabled

mirandola@oranjebtc.com

Envelopeld Stamping: Enabled

IP Address: 187.92.54.202

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Mauricio Mirandola

Location: DocuSign

4/30/2026 7:12:50 AM

mirandola@oranjebtc.com

Signer Events

Bogdan Lucaci

blucaci@marketvector.com

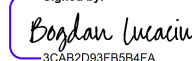
Authorized Signatory

MarketVector Indexes GmbH

Security Level: Email, Account Authentication
(None)

Signature

Signed by:


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Signature Adoption: Pre-selected Style

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Timestamp

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Viewed: 4/30/2026 8:05:13 AM

Signed: 4/30/2026 8:15:32 AM

Electronic Record and Signature Disclosure:

Accepted: 4/30/2026 8:05:13 AM

ID: 36b348ed-6593-4a37-a9f2-6b81526aca0b

Guilherme Amado Cerqueira Gomes

gui@oranjebtc.com

CEO

Security Level: Email, Account Authentication
(None)

Signed by:


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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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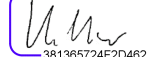
Thomas Kettner

tkettner@marketvector.com

MD

Security Level: Email, Account Authentication
(None)

Signed by:


381365724F2D462...

Signature Adoption: Uploaded Signature Image

Using IP Address: 172.201.208.232

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Viewed: 4/30/2026 7:27:36 AM

Signed: 4/30/2026 7:28:03 AM

Electronic Record and Signature Disclosure:

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Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
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Mauricio Mirandola mirandola@oranjebtc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/30/2026 7:16:54 AM Resent: 5/6/2026 10:52:46 AM Viewed: 5/6/2026 11:03:36 AM
Nikolai Chechkin nchechkin@marketvector.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/30/2026 7:16:55 AM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	4/30/2026 7:27:36 AM
Signing Complete	Security Checked	4/30/2026 7:28:03 AM
Completed	Security Checked	5/6/2026 10:52:41 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Guilherme Sattamini (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Guilherme Sattamini:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sattamini@oranjebtc.com

To advise Guilherme Sattamini of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sattamini@oranjebtc.com and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Guilherme Sattamini

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sattamini@oranjebtc.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Guilherme Sattamini

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sattamini@oranjebtc.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Guilherme Sattamini as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Guilherme Sattamini during the course of your relationship with Guilherme Sattamini.