

Omnibus Participating Private Trust Agreement

Wyoming, USA

This document is an official proposal of Regolith Capital Statutory Trust, which was established on September 21, 2021 with registration number 2021-001037248, Issued by the State of Wyoming, USA and administered by Regolith LLC – Trustee for investments, (hereinafter referred to as the TRUSTEE), if you accept the conditions set out below, you agree to participate in the Regolith Capital Statutory Trust and become a TRUSTOR, through this Omnibus Participating Private Trust Agreement (hereinafter referred to as the “Agreement”).

Regolith Capital Statutory Trust is a Wyoming statutory trust and is currently organized into separate series. The assets of the TRUST can be held as a single account referred to as pooled-assets, or held as separate and specific series, when or if the Trust creates one (1) or more series as provided in W.S. 17-23-108(b)(ii). The debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of that series only, and not against the assets of the statutory trust generally. Each series is considered an investment pool that may continuously issues common units of beneficial interest.

It is expressly understood and agreed that this Agreement is subject to, and does not amend, modify or limit, the respective Declaration/s of Trust (the “Trust Rules”) described below. As such, the TRUSTOR hereby explicitly acknowledges having read and fully understood the Trust Rules pertaining to any investment/s and is amenable to all the terms and conditions contained therein. The TRUSTOR also confirms the PRIVATE TRUST is a suitable investment instrument.

In case of changes to the Trust Rules, we shall have at any time the right to change the conditions of this Agreement unilaterally providing herewith for the publication of such changed conditions through direct communication with the participant (alerts and/or email). In connection with the above, carefully read the text of this Agreement. If you do not agree with any point of this structure, we suggest that you cancel these services or enter into a separate agreement with us.

The TRUSTEES have agreed to manage all property coming into their hands as trustees of a Wyoming Statutory Trust in accordance with the laws and provisions as set forth by the State of Wyoming, Statute Title 17, Chapter 23 (W.S.17-23), known as the Wyoming Statutory Trust Act, and provisions hereinafter set forth.

NOW, THEREFORE, the TRUSTEES hereby declare to hold all cash, securities and other assets which may from time to time acquire in any manner as Trustees hereunder IN TRUST to manage and dispose of the same upon the following terms and conditions for the benefit of the holders from time to time of beneficial owners in this Trust as hereinafter set forth.

The TRUSTOR and the TRUSTEE likewise agree as follows:

1. Participation and Redemption – Participation in the Trust/s and redemption of such participation shall be allowed only on the basis of the net asset value of each participant (the “NAV”) in each series of the trust, determined in accordance with the applicable Trust Rules. The TRUSTOR’s investment in any Trust shall be expressed in terms of Net Asset Value (NAV) as appearing in the TRUSTOR’s evidence of participation. As participation, the TRUSTOR shall transfer, convey and pay unto the TRUSTEE, such amount representing the value of the NAV as indicated in the TRUSTOR’s evidence of participation, in the currency likewise indicated therein. The TRUSTOR may redeem participation by surrendering the relevant evidence of participation to the TRUSTEE. Alternatively, other means of redemption notice may be honored, provided they are allowed under the TRUSTEE’s policy. Participation and redemption shall be allowed only at such frequency or at such times as provided in the applicable Trust Rules and other relevant attachments, addendums, riders and schedules.

2. Client Suitability – Prior to the acceptance of participation, the TRUSTEE shall perform client suitability, through Client Suitability Assessment steps, which shall be acknowledged by the TRUSTOR.

To the extent the offer and sale of the Securities pursuant to this Agreement is intended to be exempt from registration pursuant to Regulation S and/or Regulation D, each Participant severally and not jointly represents, warrants and agrees that such Participant:

- is not a U.S. Person, as such term is defined in Regulation S;
- is outside the United States at the time any order pursuant to this Agreement is originated and this Agreement is executed and delivered;
- will not, during the period commencing on the date of entering the Trust and any or its individual series and ending on the six (6) months anniversary of such date, or such shorter period as may be permitted by Regulation S or other applicable securities law (“Compliance Period”), offer, sell, pledge or otherwise transfer the Securities in the United States, or to a U.S. Person, or

to any other person outside the Trust and its specific series and without doubt will not attempt to transfer that might benefit a U.S. Person, or otherwise in a manner that is not in compliance with Regulation S;

- after the expiration of the Compliance Period, can offer, sell, or otherwise transfer the Securities only pursuant to registration under the Securities Act or an available exemption therefrom and, in accordance with all applicable state and foreign securities laws; and
- has not engaged in, and prior to the expiration of the Compliance Period will not engage in, any short selling of or any hedging transaction with respect to the Securities in the United States.

3. Disclosure of Risks – The TRUSTOR confirms to have read and understands the Risk Disclosure Statement prior to executing and agreeing to be bound by this Agreement.

4. Administration and Investment of Each Series – Each series, which is collectively the pool of assets from the participating TRUSTORS thereof, shall be managed by the TRUSTEE, administered by a third party provider selected by the TRUSTEE, and execution involving the assets in the Trust shall be managed by a third party provider to the Trust. All third party providers of administration and trade execution services shall be selected by the TRUSTEE.

5. Disclosure - The TRUSTEE is allowed to disclose information and provide documents relating to the TRUSTOR if required or permitted to do so by:

- a) any applicable law or regulation;
- b) any central depository, clearing body, company registrar, securities exchange, courts or regulatory body; or
- c) the entities managing any series, in case of any feeder Trust or Trust of Trusts.

The TRUSTOR likewise authorizes the transfer, disclosure and communication of any information relating to them from the TRUSTEE to, between and among; offices, branches, subsidiaries, affiliates of the TRUSTEE, third party admin and advisors in connection with the provision of any product or services to the TRUSTOR and/or for data processing, storage, analysis, customer satisfaction surveys and anti-money laundering law and US Foreign Account Tax Compliance Act (and other similar laws) monitoring and reporting. The TRUSTOR likewise consents to the use, processing and retention of data pertaining to them by the TRUSTEE for the purpose of this Agreement and in accordance with the law and regulations.

6. Compensation – As compensation for the TRUSTEE’s services, it shall be entitled to a compensation as provided in the applicable Trust Rules.

7. Liability of TRUSTEE – Save that attributable to the TRUSTEE’s fraud, willful default, evident bad faith or gross negligence, the TRUSTEE shall not be liable for any loss or depreciation in the value of the Trust/s or in the value of the TRUSTOR’s participation in the Trust/s arising from any act done by the TRUSTEE pursuant to the terms hereof and the applicable Trust Rules. Neither shall the TRUSTEE be liable for refraining to do any act where such inaction in the good faith judgement of the TRUSTEE is necessary and appropriate for the proper and advantageous administration.

8. Amendments - This Agreement shall be deemed automatically modified as and when the Trust Rules are amended by the TRUSTEE in order to comply with applicable laws and/or regulations and for such other purposes as may be deemed proper by the TRUSTEE.

9. Term of Agreement – This Agreement shall continue and remain in force until the termination of the Trust in accordance with the Trust Rules or with laws or regulations then existing.

10. Reference Documents – The terms and conditions in the Trust Rules, Risk Disclosure Statement, client suitability process, Declaration of Trust, Nominee Rider and Series Schedules as the evidence of participation are incorporated herein by reference, restated herein and shall form an integral part hereof. In executing this Agreement, the TRUSTOR represents that they have carefully read and fully understood the same documents and that they agree to be bound by all the terms and conditions thereof. In case of inconsistencies, the provisions of the Trust Rules shall prevail over those of this Agreement and the other referenced documents.

11. Evidence of Participation – Contributions of the TRUSTOR into any series of the Trust shall be evidenced by a separate Confirmation of Deposit or Statement of Account or Trade Confirmation, which is issued by the administrator for this purpose. Any evidence of participation is non-negotiable and serves only to confirm the date of deposit. The TRUSTOR’s NAV shall be based on the books and records of the administrator. The TRUSTEE reserves the right to require the prior surrender of any evidence of participation upon redemption of assets. Notwithstanding the requirement for surrender, mere possession of the evidence of participation after redemption of assets shall not be presumed or deemed as proof of non-payment of the participation.

12. The TRUSTOR acknowledges that the Trust is a trust product and is NOT a deposit account nor obligations of, nor guaranteed, nor insured by Regolith LLC or its affiliates or subsidiaries. Each Trust does not carry any guaranteed rate of return and any income or loss arising from market fluctuations and price volatility of the securities held by the Trust, including investments in government securities, for the TRUSTOR's account. The NAV of participation in a trust, when redeemed, may be worth more or less than the TRUSTOR's initial investment. Historical performance, when presented, is purely for reference purposes and is not a guarantee of similar future results. The TRUSTEE is not liable for losses, unless there is fraud, willful default, evident bad faith or gross negligence on its part.

Signature of Trustee
On behalf of Regolith LLC (Trustee)



RISK DISCLOSURES

Prior to participation through Regolith Capital Statutory Trust (the Trust) and in the assets they may invest in, the Trust is hereby informing you of the risks involved in participating in such investment vehicles/nature of the securities/investment vehicles/segregated portfolios/PRIVATE TRUSTS and all its series you will be participating in and the extent of your exposure to risks. As such, participation can carry different degrees of risk, and it is necessary that before you participate, you should have:

1. fully understood the nature of the investment vehicles/segregated portfolios/PRIVATE TRUSTS you will be participating in and the extent of your exposure to risks;
2. read this Risk Disclosure Statement completely; and
3. independently determined that participation in said assets, real-estate, land, securities, futures contracts, investment vehicles, segregated portfolios, PRIVATE TRUSTS is appropriate for you.

There are risks involved in participating in various assets because the value of any participation value may fluctuate depending on market circumstances. For PRIVATE TRUSTS in particular, the value of your participation is based on the Net Asset Value (NAV) calculated by the TRUST administrator daily, which uses a marked-to-market valuation and therefore may fluctuate daily. The NAV of the TRUSTOR is computed daily by the administrator of the TRUST. The NAV of the TRUSTOR is derived from the summation of the market value of the underlying securities of the TRUSTOR's assets in the TRUST plus accrued interest income less liabilities and qualified expenses.

INVESTMENT IN ANY LISTED STOCKS IN THE US STOCK EXCHANGES, OTHER HIGHLY LIQUID FINANCIAL INSTRUMENTS AND COMMODITIES OR THEIR UNDERLYING EQUIVALENT OR UNLISTED LATE STAGE PRIVATE EQUITY COMPANIES, FUTURES CONTRACTS, AND EQUITY OPTIONS IN INDEXES, PUBLIC & PRIVATE COMPANIES MORE COMMONLY REFERRED TO AND KNOWN AS PRE-IPO COMPANIES, DIGITAL COINS AND TOKENS AS WELL AS NFT PRODUCTS, REAL ESTATE, LAND OR SECURITY DOES NOT PROVIDE GUARANTEED RETURNS, ESPECIALLY IF IT WILL NOT BE HELD UNTIL IT IS COMPLETED OR MATURES AND THUS, WILL BE SUBJECT TO PREVAILING MARKET PRICES. EVEN FOR PRIVATE TRUSTS THAT ARE INVESTED IN GOVERNMENT SECURITIES AND HIGH-GRADE PRIME INVESTMENT OUTLETS, YOUR PRINCIPAL AND EARNINGS FROM PARTICIPATION IN ANY TRUST CAN BE LOST IN WHOLE OR IN PART WHEN THE NAV AT THE TIME OF REDEMPTION IS LOWER THAN THE NAV AT THE TIME OF PARTICIPATION. GAINS FROM PARTICIPATION IN PRIVATE TRUSTS ARE REALIZED WHEN THE NAV AT THE TIME OF REDEMPTION IS HIGHER THAN THE NAV AT THE TIME OF PARTICIPATION.

Your investment in any security through Regolith Capital Statutory Trust's various investment vehicles, segregated portfolios, and series structures exposes you to the various types of risks. A partial list of these risks is enumerated and defined hereunder:

Interest Rate Risk. This is the possibility for an investor to experience losses due to changes in interest rates. The purchase and sale of debt instruments may result in profit or loss because the value of a debt instrument changes inversely with prevailing interest rates. Participation in fixed income securities through Regolith Capital Statutory Trust's various investment vehicles can be impacted because when interest rates rise, bond prices fall and when interest rates decline, bond prices rise. This has an impact on direct investment in fixed income securities especially if the same is not held until it matures and in the case of PRIVATE TRUSTS, as the prices of bonds in a Trust adjust to a rise in interest rates, the TRUSTORS's NAV may decline.

Market/Price Risk. This is the possibility for a participant to experience losses due to changes in market prices of securities (e.g., bonds, equities and other assets). It is the exposure to the uncertain market value of a portfolio due to price fluctuations. The value of assets and liabilities can fluctuate over a given time period because of general market conditions, economic changes or other events that impact large portions of the market such as political events, natural calamities, etc. Fixed income securities, which are not held until they mature, are subject to this risk. In the case of PRIVATE TRUSTS, the Trust may gain/lose due to increase/decline in security prices, which may sometimes happen rapidly or unpredictably, hence, the NAV may increase to make profit or decrease to incur loss.

Liquidity Risk. This is the possibility for a participant to experience losses due to the inability to sell or convert assets into cash immediately or in instances where conversion trading in securities with small or few outstanding issues, absence of buyers, limited buy/sell activity or an underdeveloped capital market. Securities in various investment vehicles, segregated portfolios and PRIVATE TRUSTS may be illiquid which may prevent the redemption of investments until they are converted to cash. Even government securities which are the most liquid of fixed income securities may be subjected to liquidity risk particularly if a sizeable volume is involved.

Reinvestment Risk. This is the risk associated with the possibility of having lower returns or earnings when maturing assets or the interest earnings of assets are reinvested. Participants in securities through PRIVATE TRUST's various investment vehicles or segregated portfolios and PRIVATE TRUST are faced with the risk of not being able to reinvest maturing securities in their investment portfolios with good or better alternative investment outlets. Similarly, PRIVATE TRUST participants who redeem and realize their gains run the risk of reinvesting their funds in an alternative investment outlet with lower yields.

Offsetting/Hedging Risk. This is the possibility for a participant to experience losses brought about by the inherent risks which the underlying investment is exposed to despite the use of a hedging instrument. Hedging is the act of reducing the exposure of the underlying investment from its risks. There is no guarantee that the effectiveness of a hedging instrument shall remain throughout the term of the underlying investment. Should the hedging instrument become ineffective, liquidating based on market prices may result in market losses.

Other Risks. Participation in assets through Regolith Capital Statutory Trust's various investment vehicles, segregated portfolios and/or participation in PRIVATE TRUSTS may be further exposed to the risk of any actual or potential conflicts of interest in the handling of in-house or related party transactions by Regolith Capital Statutory Trust. These transactions may include own-managed accounts.

TRUSTS, INVESTMENT MANAGEMENT, AGENCY, FIDUCIARY ACCOUNTS AND PRIVATE TRUSTS ARE NOT DEPOSIT ACCOUNTS BUT ARE PRODUCTS OF TRUST ENTITIES. IN AGREEING TO INVEST IN TRUST PRODUCTS LIKE A PRIVATE TRUST, A PARTICIPANT IS ACCEPTING PARTICIPATION AND THIS IS NOT A DEPOSIT AND SUCH PARTICIPATION IS THEREFORE NOT INSURED. REGOLITH CAPITAL STATUTORY TRUST, INVESTMENT MANAGEMENT, AGENCY, FIDUCIARY ACCOUNTS AND PRIVATE TRUSTS ARE ALSO NOT GUARANTEED NOR INSURED BY FDIC OR REGOLITH LLC, ITS AFFILIATES OR SUBSIDIARIES. ANY INCOME/LOSS IN SUCH PARTICIPATION ARE FOR THE ACCOUNT OF THE PARTICIPANT. REGOLITH LLC IS NOT LIABLE FOR LOSSES UNLESS THERE IS WILFUL DEFAULT, BAD FAITH OR GROSS NEGLIGENCE ON ITS PART.

IN MAKING AN INVESTMENT DECISION, PARTICIPANTS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF PARTICIPATION, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED BY SUBSECTION (E) OF SEC RULE 147, (17 C.F.R. 230.147(E)), AS PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

The participant agreeing to enter the TRUST understands and acknowledges the risks connected to this product.

DECLARATION OF GRANTOR / PARTICIPANT / TRUSTOR

By accepting the conditions set out below, you agree that you have read, understood and personally and voluntarily accomplished the entire account opening process and that the answers given therein are accurate and complete. You must formally notify the TRUSTEE of changes to your personal or financial situation and preferences that would change your risk profile and investment

objectives. You understand that in case of such changes, you are solely responsible to make such notification to Regolith Capital Statutory Trust and failure to do so would be deemed a waiver of your right to participation.

After reading and fully understanding and evaluating the account documentation, you voluntarily participate in the Regolith Capital Statutory Trust and agree to its investment objectives, risk appetite and cash requirements, regardless of the information and answers provided during the account opening process.

YOU HEREBY VOLUNTARILY AND WILLINGLY AGREE TO COMPLY WITH ANY AND ALL APPLICABLE LAWS, REGULATIONS, THE TRUST RULES, TERMS AND CONDITIONS AS MAY BE AMENDED FROM TIME TO TIME, GOVERNING YOUR PARTICIPATION IN THE REGOLITH CAPITAL STATUTORY TRUST'S VARIOUS INVESTMENT VEHICLES, SERIES, SEGREGATED PORTFOLIOS AND PRIVATE TRUSTS AND THE SECURITIES THEY MAY INVEST IN.

Each Participant should read and agrees to the following documents that are all integral parts of this Agreement:

Omnibus Participating Private Trust Agreement (above and part of this agreement)

Risk Disclosures (a section of this document),

Declaration of Trust (Trust Rules) (available on client dashboard and upon request),

APPENDIX I REGOLITH CAPITAL TRUST (Trust SPECIFICATIONS) (available on client dashboard and upon request),

KNOW YOUR CUSTOMER' (KYC) POLICY (available on client dashboard and upon request),

EXHIBIT A Nominee Rider and Waiver (available on client dashboard and upon request),

Supplement Schedule 100 (available on client dashboard and upon request),

Supplement Schedule 101-130 (available on client dashboard and upon request),

TRUSTOR NAME and SIGN (Participant name, signature and agreement is confirmed by electronic confirmation using various means such as box checks, radio button clicks, and through electronic signature in certain cases which are part of the participation sign up and participation process. The TRUSTEE may request a wet signature at anytime and refusal to sign may result in the automatic redemption of your participation.)

REGOLITH CAPITAL STATUTORY TRUST
Declaration of Trust
(Trust Rules)

KNOW ALL MEN BY THESE PRESENTS:

REGOLITH LLC, a company duly organized and existing under and by virtue of the laws of the State of Wyoming of the United States, with principal office at the 30 N Gould St. Sheridan, Wyoming USA 82801, with authority to perform trust and other fiduciary functions, acting herein through its MANAGER (herein referred to as the “TRUSTEE”);

Article I
CREATION OF THE TRUST

Section 1. Creation: That for the purpose of providing investment opportunities to its trust participants for capital appreciation pursuant to investment objectives and policies herein stipulated, the TRUSTEE hereby establishes and declares itself as TRUSTEE of an investment business series trust for the collective investments of funds held by it in the capacity of TRUSTEE under the terms and conditions herein-below set forth:

Section 2. Series: The Trust may provide for classes, groups or series of trustees or beneficial owners, or classes, groups or series of beneficial interests, each having the relative rights granted to the specific series.

Article II
NATURE AND INVESTMENT OBJECTIVES

Section 1. Title of the Trust: The pooled assets shall be known as the REGOLITH CAPITAL STATUTORY TRUST (herein referred to as the “Trust”), established on September 21, 2021 with registration number 2021-001037248, Issued by the State of Wyoming, USA.

Section 2. Nature of the TRUST: The Trust is established in accordance with and shall be operated subject to the stipulations of this declaration and as the same may be amended from time to time in accordance with the regulations issued by governing bodies and existing laws. This Trust is an active series business trust. The portfolio composition and weightings will entirely be based on the decisions made by the TRUSTEE. The Trust may contain a series structure. The Trust and each of its series shall be treated as an entity separate and distinct from its constituent assets and from the contributions of the participants thereto and from other trust accounts administered by the TRUSTEE.

TRUST Classification: The Trust shall be classified as a PRIVATE INVESTMENT TRUST.

Title to Assets of the Trust: All assets of the Trust shall, at all times, be considered as assets held by the TRUSTEE vested solely in the TRUSTEE and the TRUSTEE of each series.

Nature of Participant’s Interest in the Trust: Participants shall have or be deemed to have participation interest in particular account assets, investments or assets of the Trust and each of its series.

Section 3. Investment Objectives and Policy: The Trust seeks long-term capital appreciation through investments primarily in Real Estate, Land, a portfolio of US Stocks (both private and public), Digital Assets, membership participation in private companies, Futures Contracts and other asset classes as may be determined by the TRUSTEE. It intends to achieve investment returns that track and are compared against the performance of the S&P by investing in a diversified portfolio of investments. The investment objective is further explained in Appendix I and various Schedule attachments hereto.

Section 4. Trustee Assignment: The Trust may establish designated series of trustees, beneficial owners or beneficial interests that may have separate rights, powers or duties with respect to specified property or obligations of a statutory trust or profits and losses associated with specified property obligations, and, to the extent provided in any designated series may have a separate business purpose or investment objective.

Article III
ADMISSION AND REDEMPTION OF PARTICIPATION

Section 1. Qualified Participants (Requirements and Restrictions): Participation in the Trust shall be open to accredited investors and participants with legal capacity to contract subject to the rules or procedures stipulated in Appendix I hereto and those established by the TRUSTEE to be advantageous or to be in the best interest of the Trust. Prior to acceptance of the initial participation in the Trust, the TRUSTEE shall perform a Client Suitability Assessment, KYC and AML screening for the purpose of profiling the risk-return orientation of the participant.

Section 2. Participation Units: Participation in the Trust shall always have uniform rights or privileges as any other participant. The beneficial interest of each participant shall be determined under the net asset value (NAV) valuation methodology defined herein. The admission or redemption of NAV participation in the Trust can be made only using the basis of such valuation and in such frequency as indicated in Appendix I hereto and/or in the series schedules for the Trust.

Article IV MANNER OF OPERATION

Section 1. Pooled Trusts: The assets of the Trust can be held as a single account referred to as pooled-assets, but in some cases may be separated and held through specific series structures. When or if the Trust creates one (1) or more series as provided in W.S. 17-23-108(b)(ii); the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of that series only, and not against the assets of the Trust generally, and the participants NAV will be calculated and reported individually as described herein.

Section 2. Distribution: The Trust shall be distributed exclusively in distribution channels duly authorized by the TRUSTEE.

Article V VALUATION OF THE TRUST AND PARTICIPATION

Section 1. Valuation of the TRUST: The valuation of the Trust shall be subject to the following rules:

- A. The TRUSTEE shall on a monthly basis determine the net asset value (herein referred to as the “NAV”) of the Trust and the value of each participant (Participant NAV) more specifically described in Appendix I hereto.
- B. The Trust NAV and the NAV of each series thereunder shall be the summation of the market value of each investment of the Trust and its series, less fees, taxes, and other qualified expenses as defined herein. The Participant NAV shall be the summation of each investment held through the series structure for the direct benefit of the participant. The determination of market value of the investments of the Trust and each of its series shall be in accordance with existing rules and regulations and/or generally accepted definitions on marking to market valuation of investment instruments more specifically described in Appendix I hereof.

Section 2. Valuation of Participant: The valuation of participants NAV shall be subject to the following rules:

- A. The participant NAV shall be determined by using the sum of the NAV of the investments held by the Trust as of Valuation Date.
- B. The participant NAV at the start of participation, shall be as indicated in Appendix I hereto.
- C. The Participant NAV shall be computed not less than monthly in the manner specified in Appendix I hereto.

Section 3. Fees and Expenses of the TRUST:

- A. **TRUSTEE’s Fees:** The TRUSTEE may charge against the Trust participants fees in the amount indicated in Appendix I hereto. Fees may be on a per monthly basis based on the participants NAV in the Trust as its compensation for the administration and management of the Trust. Fees may also include entry buy/deal fees. Fees may also include sell/deal fees and success fees. These fees shall accrue and shall be collectible from the Trust, as and when the same becomes due, at such times as indicated in Appendix I hereto. The fees shall be applied to all participants in the Trust. Fees may be increased or decreased or waived in the future as may be warranted by circumstances then existing. In the event the fees are changed, such change shall be charged prospectively.
- B. **Expenses:** The TRUSTEE may charge the Trust for special expenses if the same is necessary to preserve or enhance the value of the TRUST. Such special expenses shall be payable to pertinent third parties covered by separate agreement, and disclosed to the participants at any time the TRUSTEE shall decide.

Section 4. Trustee’s Powers and Liabilities

- A. **Management of the TRUST:** The TRUSTEE shall have the exclusive management, administration, operation and control of the Trust. However, if the TRUSTEE deems it proper and beneficial for the Trust, the TRUSTEE may engage the services of third parties as; investment advisor, administrator, manager of a portion of the Trust, transfer agents, escrow agents, nominee service agents and other general administration agents; provided that the said arrangement shall be covered by an agreement.
- B. **Powers of the TRUSTEE:** The TRUSTEE shall have the following powers:
 - 1. To hold legal title over the assets comprising the Trust for the benefit of the participants;
 - 2. To have exclusive management and control of the Trust, full discretion in respect of investments, and the sole right, at any time to sell, convert, reinvest, exchange, transfer or otherwise change or dispose of the assets comprising the Trust;

3. To hold, place, invest and reinvest the funds with full discretionary powers, and without distinction, as to principal and income in investments stipulated in Article I hereto and in such investments it may deem sound and appropriate, subject only to the limitations the investment objectives and policies of the Trust stated in Article I hereto;
4. To deposit in any bank or financial institution, including its own bank, any portion of the funds, subject to the legal requirements of the State of Wyoming;
5. To register or cause to be registered any securities of the Trust in nominee or bearer form;
6. To appoint and retain the services of qualified and reputable local or foreign investment advisor and/or trust manager/s; provided, however, that the TRUSTEE shall retain ownership and control of the Trust, and provided further, that the investment advisor/s and/or trust manager/s shall work within the investment parameters or guidelines set by the TRUSTEE from time to time and shall be directly responsible to the TRUSTEE for any investment actions and decisions undertaken for the Trust;
7. To hire and compensate legal counsel, certified public accountants and other specialists in connection with administration and management of the Trust and the protection or advancement of its legal and other interests;
8. To make, execute, acknowledge and deliver any or all securities, agreements, contracts, deeds, documents and instruments necessary in the management and reinvestment of the Trust, or in connection with the exercise of the powers herein conferred or the performance of acts herein authorized;
9. To collect, receive and receipt income, dividends, interest, profits, fees, increments and such other sums accruing or due to the Trust;
10. To pay out of the Trust all costs, expenses, and proper charges incurred in connection with the administration, preservation, maintenance and protection of the Trust.
11. To suspend the trading of the Trust as necessary due to unforeseen and uncontrollable situations globally, which will mean the unavailability of an NAV that is reflective of actual market movements.

Section 5. Liability of TRUSTEE: Save that attributable to the TRUSTEE's fraud, willful default, bad faith or gross negligence, the TRUSTEE shall not be liable for any loss or depreciation in the value of the Trust or in the value of the participant participation in the Trust. The TRUSTEE shall not be liable for act or omission where such action or inaction, in the good faith judgment of the TRUSTEE, was then necessary, reasonable or appropriate for the proper and advantageous administration and management of the Trust.

Article VI RIGHTS OF PARTICIPANTS

Section 1. Right to Inspect Declaration: A copy of this DECLARATION OF TRUST shall be available for inspection at the principal office of the TRUSTEE or a location deemed appropriate for document preservation by any person having an interest in the Trust or by his authorized representative. Upon request, a copy of the DECLARATION OF TRUST shall be furnished such interested person.

Section 2. Disclosure of Risks: Participants shall be informed of the risks attendant to this type of Trust through a Risk Disclosure Statement.

Section 3. Rights Upon Termination of Plan: In case of termination of the Trust, the participants shall have (a) the right to be notified of such termination by e-mail in accordance with Article VIII hereof; and, (b) upon demand, the right to inspect or be provided a copy of the financial statement used as the basis for the distribution of the Trust. In respect of the Trust, the rights of the remaining participants as against each other shall be *Pari passu* in all respects and *pro-rata*.

Article VII ANNUAL REPORT

Aside from the regular review requirement applicable to all trust accounts of the TRUSTEE, a review of the Trust shall be conducted annually after the close of each fiscal year. The result of this review shall be the basis of the TRUSTEE's annual report and shall be made available to all the participants. A copy of the report, or a notice that the report is available and that a copy thereof will be furnished upon request, without charge, shall be sent by e-mail, link made available through the participants cabinet dashboard or by short message through Telegram to each participant. The TRUSTEE may delay the regular review requirement and Annual Report for any given period.

Article VIII AMENDMENTS AND TERMINATION

Section 1. Amendments: This Declaration may be amended from time to time by resolution of the TRUSTEE: Provided, however, that participants in the Trust shall be notified by e-mail, alert through the participant cabinet dashboard or other short messaging

systems of such amendments and those participants who are not in conformity with the amendments made shall be allowed to withdraw their participations within (180) calendar days after the amendments are approved or such longer period as may be fixed by the TRUSTEE. The amendments shall be deemed approved after three (3) business days from date of completion of requirements.

Section 2. Termination: This Declaration may be terminated by a resolution of the TRUSTEE when, in the sole judgment of the TRUSTEE, continued operation thereof is no longer viable or by reason of a change in the TRUSTEE's business strategy. The resolution shall specify the effective date of such termination.

Following the approval of the termination of the Declaration of Trust but at least ten (10) business days prior to the actual termination of the Trust, the TRUSTEE shall provide notice of the termination of the Trust to the remaining participants. Such notice may be made by the TRUSTEE by way of e-mail or other electronic notification to each participant. Upon termination of the Trust, the TRUSTEE shall prepare a financial statement of the Trust which shall be made the basis for distribution to the participating TRUSTORS.

IN WITNESS WHEREOF, REGOLITH LLC has caused this DECLARATION OF TRUST to be signed and its corporate seal affixed thereto on 30th of January 2024.

Signature of Trustee

On behalf of Regolith LLC (Trustee)



APPENDIX I
REGOLITH CAPITAL TRUST
Trust SPECIFICATIONS

I. Investment Objective (Art. II, Sec. 3)

The REGOLITH CAPITAL STATUTORY TRUST (the "Trust") seeks to achieve investment returns that outperform the S&P 500 by investing in a diversified portfolio of private equity, real estate, land, listed equities, derivatives, futures contracts and digital assets. It is ideal for participants with a long-term investment horizon of at least ten (10) years.

Return Objective. The Trust aims to match and exceed the return of the S&P 500 Index.

II. Investment Policy (Art. II, Sec. 3)

- A. Pursuant to the foregoing objectives, the Trust is structured as a broad asset class and equity trust leaning towards listed stocks on the US stock exchanges, other highly illiquid financial instruments, futures contracts and their underlying equivalent, and unlisted late-stage private equity companies.
- B. Allowable Investments: The Trust may invest in the following:
1. Shares of stock of selected corporations, including convertible preferred stocks, which are listed or being offered publicly and soon-to-be-listed in the various stock exchanges.
 2. Short-term tradable fixed-income instruments, issued or guaranteed by the US Government; marketable instruments that are traded in an organized exchange; investment outlets/ categories that regulations allow.
 3. Short-term tradable fixed income securities issued, underwritten, or otherwise dealt by Regolith and/or any of its subsidiaries, affiliates, their successor-interest or assignees, their directors, officers, stockholders, and related interest, and any of their trust and trust managed accounts, under such terms and conditions as the Trustee may deem to be in the best interest of the Trust or any such instrument as may be allowed under SEC regulations.
 4. Bank deposits, or tradable debt instruments.
 5. Unlisted equity and equity options in private companies, including companies commonly referred to and known as Pre-IPO companies.
 6. Futures Contracts, listed equity and equity options in indexes.

7. Digital coins and tokens, assets that can be referred to as stores of value, as well as NFT products.
 8. Such other investments allowed under US laws and regulations.
- C. The Trust can be invested into listed stocks on the US stock exchanges and unlisted late-stage private equity companies.
 - D. The Trust may avail of financial derivative instruments from time to time for the purpose of hedging risk exposures of the existing investments of the Trust in accordance with risk management and hedging policy duly approved by the Trust.

III. Qualified Participants: Requirements, Restrictions and Risk Profile (Art. III, Sec. 1)

- A. Participation in the Trust shall be open to all individuals of legal age and corporations that share the general investment objective of the Trust and want to have exposure to investments defined in the investment policy of the Trust and who understand the investment risks involved when investing. Investment in the Trust shall be subject to a six month (183 calendar day) minimum holding period from the date of participation. The minimum holding period applies to entry into any series at any time regardless of prior participation in a different series of the trust.

B. Risk Factors

The value of the investment is based on the Net Asset Value (NAV) of the participants of the Trust which uses a marked-to-market valuation and therefore may fluctuate daily. Investment into a private trust does not provide guaranteed returns nor do all series in the trust hold a liquid daily market price. Principal and earnings from investment in the Trust can be lost in whole or in part when the participants NAV at the time of redemption is lower than the participants NAV at the time of initiating participation. The TRUST, which shall be substantively invested in a diversified portfolio of investments defined in the Invest Policy section, is exposed to the following risks:

- **Business Risk.** Stockholders as fractional owners of corporations share in the fortunes of the business. The rise and fall of stock prices often reflect the market's perception of the prospects of corporations and their management to reward stockholders for taking risks unique to each business. Business risk can be reduced through diversification.
- **Market Risk.** Market risk is the risk that the value of the trust investment will be negatively affected by the fluctuations in the price level of its underlying instruments.
- **Inflation Risk.** Affecting all investments, inflation reduces the purchasing power of money.
- **Liquidity Risk.** Liquidity is a measure of how easy it is for a security to be converted into cash. A liquid security is widely held and is frequently traded by many buyers and sellers every day. This is minimized by investing in marketable securities.

IV. Admission and Redemption (Art. III)

- A. The minimum initial investment/participation in the Trust is a) **USD \$100 for non-accredited investors, b) USD \$1,000 for accredited investors and c) USD \$10 000 for institutional investors. Non-accredited investors may invest up to 10% of their self declared net worth or up to 10% of their self declared yearly income, whichever is higher and not to exceed \$10 000 total contribution in any one year calendar period. Accredited investors do not have an investment limit. The Trustee maintains the ability to adjust the account minimums and limits.**
- B. Minimum Maintaining Balance is **USD \$1** for participants to maintain in the Trust. Any redemption to the participant's trust which triggers the balance to fall below the minimum maintaining balance of USD \$1 shall be subject to the redemption policy stated below.
- C. There is a minimum additional participation of at least **USD \$100** for succeeding investments.
- D. The minimum holding period is one hundred eighty-three (183) calendar days from the date of participation.

V. Admission and Redemption Cut-off Time.

Admission and/or notice of redemption may be different for each series in the Trust. In some cases, admission and redemption may be accepted on any banking day subject to cut-off times. However, admission/notice of redemption is subject to the specific conditions set for each Series of the Trust. Admission/notice of redemption received after the cut-off time for specific Series rules shall be considered as transaction for the next applicable admission/notice of redemption period. The Trustee maintains the ability to accept or reject admission and notices of redemption without the need for explanation.

VI. Other Admission and Redemption Conditions.

- A. **Participation Conditions:** Applications to participate are subject to confirmation as to the amount of funds and the applicable NAV. Participants typically deposit funds to enter, but in-kind contributions with provable NAV are allowed. The Trustee reserves the right to accept or reduce the amount of participation indicated in the Application Form at its sole discretion. When admitted, the Participating Trust Agreement and the specific Series Schedule shall be made available to the participant on the

day of transaction (T+0) and/or the Confirmation Notice shall be made available to the participant within five (5) banking days after the transaction date (T+5). Confirmation Notices will be used when calculating entry NAV for Fee calculation. For purposes of Admission, Redemption and Changing participation units between different series units of the Trust; a deposit cash series fund within the trust is used to process admission to the Trust, process withdrawal from the Trust and to process redemption and admission between different series funds of the Trust without withdrawing entirely from the Trust.

- B. **Series Schedule:** An attachment to the Participating Trust Agreement is available to each participant for each Series of the Trust relevant to the participant. Each Series of the Trust will have its own Schedule and will be named separately and calculated separately. Each series schedule will have its own fee structure which may vary from one series of the Trust to another. Participants should familiarize themselves with each series schedule relating to the unit participation when making the decision to participate in a particular series.
- C. **Redemption Notice Period.** When redeeming participation in any series of the Trust, the notice of redemption is also the transaction date (T+0). The participant in the Trust may redeem participation at any time a redemption price is made available for a series of the Trust, provided that a notice of redemption in any form is acceptable to the Trustee. Requests for redemption shall be dealt with by the Trustee in chronological order according to the day that notice is received. If it is impossible to sell the assets immediately, the sale is carried out as soon as possible. Proceeds from a successfully executed notice of redemption will be settled and made available for withdraw and/or admission to another series in the Trust using a series in the fund for cash in/out settlement.
- D. **Redemption Proceeds.** Proceeds of redemption which become available for withdrawal, can be paid out of the Trust on the redemption settlement date of five (5) banking days after transaction date (T+5).
- E. **Early Redemption and fee.** Redemptions made prior to the completion of the minimum one hundred eighty-three (183) calendar day holding period or which are requested before a liquidity event for a particular series has occurred, may be subject to an early redemption fee. The rules and procedure used to calculate early redemption fees can be found in the Series Schedules for each series of the Trust. Additional charges may be defined in the Series Schedule of particular investments.

VII. Suspension of Admission and Redemptions.

The Trustee may temporarily suspend calculation of participant NAV, as well as admission to, redemption from and withdrawal from the Trust and any of its Series, if it is unable to determine the participant NAV for a Series of the Trust due to any fortuitous event, such as fire, natural calamity, public disorder, or national emergency affecting the financial market resulting in the suspension of trading and consequently, and/or the absence of available market prices of securities/instruments.

VIII. Net Asset Value (Art. V, Secs. 1 and 2)

- A. All assets of the Trust shall be marked to market in accordance with existing SEC rules and regulations on marking to market valuation of investment instruments.
- B. Valuation Day shall mean any day in which banks are open for business in New York.
- C. The value of the participants NAV at the start of the participants investment into the Trust shall be the full amount of funds or in-kind contributions deposited into the Trust less any bank fees, entry fees and applicable management fees.
- D. The participant NAV is derived from the market value of the underlying securities held by each series of the Trust on behalf of each individual participant plus accrued interest income less liabilities and qualified expenses. Gains from investment are realized when the participants NAV at the time of redemption is higher than the participants NAV at the time of participation.
- E. The Trustee shall calculate separately each participants NAV, which shall be made available to each participant for redemption according to the rules for each series of the Trust.
- F. Each Series of the Trust may have separate NAV calculations, fees and admission/redemption rules.

IX. Trust Fee (Art. V, Sec. 3)

- A. The Trustee may collect from each series of the Trust a Management Fee based on the NAV of the series in the Trust. The Management Fee shall be accrued daily and may be collectible from the Trust for any period clearly defined in the Schedule attachments for each series of the Trust. The Management Fee may vary from 0%-4%. Each Series may charge a different Management Fee and in some cases may not charge a Management Fee at all. The Trustee reserves its right to introduce or eliminate its Management Fee accordingly, in accordance with Article VIII Section 1 of the Declaration of Trust, for reasons including but not limited to persistently adverse market conditions, or the need to attract investment to achieve a critical mass for optimum investing. Participants should familiarize themselves with the Management Fee specific to each Series before entering a series of the Trust.
- B. **Success Fees.** The Trustee shall collect from the Trust a Success Fee of 0% - 20.00% on capital gain achieved by the Trust based on the participant NAV of for each series of the Trust. The Success Fee shall be collectible from the Trust at the end of each

Success Fee calculation period. Each series in the Trust will maintain its own rules for calculating the Success Fee period and mechanism. The Trustee reserves its right to amend its Management Fee and Success Fee for each series accordingly, and in accordance with Article VIII Section 1 of the Declaration of Trust, for reasons including but not limited to persistently adverse market conditions, or the need to attract investment to achieve a critical mass for optimum investing.

- Success Fee of 0% - 20.00% or the net profit from each series of the Trust or as will be defined in the series Schedule for each series of the Trust. The high water mark method shall be used unless described otherwise in the specific series Schedule.
 - In general, the profit is calculated after the sale of investments inside a particular series of the Trust according to the following formula: (NAV for participant at time of valid redemption request for a particular series according to specific series redemption rules) - (Entry or admission NAV of participant into a specific series) - (Broker's commissions and other applicable fees including all accrued Management Fees) = (Profit).
 - If there is no profit on the transaction or it is negative, the Trust does not receive any Success Fee on a valid redemption transaction. When calculating profit from the next closing redemption transaction for a participant in any series of the Trust, the loss from the previous negative closing redemption transaction in any given series must be taken into account before calculating the profit. Thus, the Success Fee to the Trust for any redemption request is charged only from the realized profit of a series after covering any realized losses from another series which the participant may have incurred. Thus, any realized loss that takes place in a series must be recouped by the participant before the Trustee may deduct a Success Fee.
 - The Participant has the right to pay charges separately through invoice methods, in which cases the participant shall pay the fee within 7 (seven) banking days from the date of the invoice under this method. The issued invoice shall be sent to the participants e-mail or sent by alert using the participants dashboard maintained by the administrator. The participant shall transfer the Fee to the Trustee's current account or in any other way which does not contradict current legislation.
 - In case of delay in payment of any Fees to the Trustee for more than 14 (fourteen) banking days after a fees due notice, the Trustee shall be entitled to deduct this amount from the participants NAV in other series units in the Trust.
 - The Trustee may charge a Success Fee different from the above description. In such cases, the Success Fee shall be clearly defined in the specific Series Schedule provided to participants.
- C. Payments to Financial Intermediaries. The Trust may charge participants and pay for services to financial intermediaries, such as banks, broker-dealers, financial advisors, traders or other financial institutions, including affiliates of the Trust advisor and administrator, for sub-administration, sub-transfer agency and other shareholder services associated with participants Series units representing assets held of record in omnibus accounts, other group accounts or accounts traded through registered securities clearing agents, brokers and/or nominees.

X. Dividends, Distributions and their Taxation

- A. Depending on the admission price and the redemption price of transactions, participants may have a gain or loss on transactions. Participants are responsible for any tax liabilities generated by redemption transactions. Tax codes may limit the deductibility of capital losses in certain circumstances. For federal income tax purposes, all dividends and distributions of net realized short-term capital gain participants may receive from the Trust are taxable as ordinary income or as qualified dividend income, whether reinvested in additional units or received in cash, unless participants are exempt from taxation or entitled to a tax deferral. Distribution of net realized long-term capital gains participants receive from the Trust, whether reinvested in additional units or received in cash, are taxable as a capital gain. The capital gain holding period is determined by the length of time the Trust has held the security and not the length of time participants have held units in the Trust. The Trust expects that, because of its investment objective, its distributions will consist primarily of long and short-term capital gains (rather than dividend income). Participants will be informed annually as to the amount and nature of all net gains during the prior year. Such capital gains and dividends may also be subject to state or local taxes. **Participants are generally not required to pay federal income taxes on the amounts distributed, but in certain situations federal income tax may be withheld.**

Interest and other income received by the Trust with respect to foreign securities may give rise to withholding and other taxes imposed by foreign countries. Tax conventions between certain countries and the United States may reduce or eliminate such taxes. Please note that the objective of the Trust is growth of capital, not the production of distributions. Participants should measure the success of participation by the value of participants investment at any given time and not by the distributions received. By law, the Trust must withhold a percentage of taxable distribution and redemption proceeds if participants do not provide correct personal identification information and certify that participation is not subject to backup withholding. Federal law requires that mutual trust companies report their cost basis, gain/loss and holding period to the IRS on the participants Consolidated Form 1099s when applicable. Trust participants should consult with their tax advisers to determine the best IRS

accepted cost basis method for individual tax situations. To obtain more information about how the cost basis reporting rules may apply, consult a professional tax advisor.

- B. Non-American residents assume the obligation to pay all taxes and fees of any state authority arising from the execution of this Agreement.

PRIVACY NOTICE

The Trust collects non-public information about participants that the law allows or requires it to have in order to conduct its business and properly service participation. The Trust collects financial and personal information (“Personal Information”) directly (e.g., information on account applications and other forms, such as name, address, and social security number, and information provided to access account information or conduct account transactions online, such as password, account number, e-mail address, and alternate telephone number), and indirectly (e.g., information about transactions with the Trust, such as transaction amounts, account balances and account holdings). The Trust does not disclose any non-public personal information about its participants or former participation other than for everyday business purposes such as to process a transaction, service an account, respond to court orders and legal investigations or as otherwise permitted by law. All participant records will be disposed of in accordance with applicable law. The Trust maintains physical, electronic and procedural safeguards to protect Personal Information and requires its third-party service providers with access to such information to treat Personal Information with the same high degree of confidentiality.

Signature of Trustee

On behalf of Regolith LLC (Trustee)



'KNOW YOUR CUSTOMER' (KYC) POLICY AS PER ANTI MONEY LAUNDERING STANDARDS

Regolith Capital Statutory Trust (hereinafter referred to as “**the Trust**”), in compliance with the SEC, FINRA, FINCen and other global regulatory bodies and the Prevention of Money Laundering Acts, read with the Prevention of Money-laundering (Maintenance of Records) Rules, is adopting the Know Your Customer Policy (KYC) Policy with the following guidelines on KYC process and documentation:

The Trust shall follow customer identification procedure for opening of accounts and monitoring transactions of a suspicious nature for the purpose of reporting it to appropriate authority. The policy is based on Anti Money Laundering (AML) standards.

1. Information collected from the possible customer for the purpose of opening of account shall be kept confidential and the Trust shall not divulge any details thereof for cross selling or any other purposes. Information sought from the customer shall be relevant to the perceived risk, shall not be intrusive, and shall be in conformity with the guidelines issued by regulatory agencies from time to time. Any other information from the customer shall be sought separately with his/ her/ its consent and after opening the account.
2. The objective of the KYC policy is to prevent the Trust from being used, intentionally or unintentionally, by criminal elements for money laundering activities. KYC procedures also enable the Trust to know/ understand its customers and their financial dealings better, which in turn, may help the Trust to manage its risks prudently. The Trust has framed its KYC policy incorporating the following four key elements:
 - I. Customer Acceptance Policy;
 - II. Customer Identification Procedures;
 - III. Monitoring of Transactions/ On-going Due Diligence; and
 - IV. Risk Management.
- 2.1. In case of a change of passport information and/or other identification information, the customer is obliged to provide updated information; this is due to the fact that the Trust must follow the customer identification procedure and must have up-to-date information about its customer. If you do not warn in advance about the change of identification information, the Trust, having learned from external sources about the change, will be forced to block the customer's account. In order to avoid unforeseen circumstances, the account can be blocked by the Trust until the customer confirms this.

3. For the purpose of the KYC policy:

- a) “**Beneficial Owner**” refers to the natural person(s) who ultimately owns or controls a customer and/ or the natural person on

whose behalf a transaction is being conducted. It also includes those persons who exercise ultimate effective control over a legal person or arrangement.

- b) **“Customer”** means a participant that engages in a financial transaction or activity with the Trust/ NBFCs and includes a person on whose behalf the participant in the transaction or activity is acting.
 - c) **“Customer Due Diligence (CDD)”** means identifying and verifying the customer and the beneficial owner using ‘Officially Valid Documents’ as a ‘proof of identity’ and ‘proof of address’.
 - d) **“Designated Director”** means a person designated by the NBFC to ensure overall compliance with the obligations imposed under general supervisory obligations and shall include Managing Director or a full time director, duly authorised by the Board of Directors or controllers of the Trust.
 - e) **“Office of Foreign Assets Control (OFAC)”** of the US Department of the Treasury administers and enforces economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific.
 - f) **“United Nations Security Council (UNSC)”** establishes sanctions committee which publishes the names of individuals and entities listed in relation to that committee as well as information concerning the specific measures that apply to each listed name, and the consolidated sanctions list includes all individuals and entities subject to sanctions measures imposed by the UNSC.
 - g) **“Officially valid document (OVD)”** means the passport, the driving license, the Permanent Account Number (PAN) Card, the Voter’s Identity Card issued by the Election Commission of any Jurisdiction, job card issued by Regulatory Body or Union duly signed by an office of the State Government, letter issued by the Unique Identification Authority of a State Body containing details of name, address and tax ID if possible.
 - h) **“Politically Exposed Persons (PEPs)”** are:
 - I. individuals who are or have been entrusted with prominent public functions domestically or by a foreign country, e.g., Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials;
 - II. international organization PEPs who are or have been entrusted with a prominent function by an international organization, refers to members of senior management or individuals who have been entrusted with equivalent functions, i.e., directors, deputy directors and members of the board or equivalent functions, and
 - III. family members related to PEP either directly (consanguinity) or through marriage or similar (civil) forms of partnership; and
 - IV. close associates are individuals who are closely connected to a PEP, either socially or professionally.
- “Principal Officer”** means an officer designated by the Trust.

4. Customer Acceptance Policy (CAP):

The criteria for acceptance of customers are as follows:

- I. No account shall be opened in anonymous or fictitious/ benami name(s);
- II. No account opening will be undertaken without following the Customer Due Diligence (CDD) procedure.
 - a. The mandatory information to be sought for KYC purpose while opening an account should be obtained.
 - b. ‘Optional’/additional information is obtained with the consent of the customer after the account is opened.
 - c. CDD procedure is followed for all the joint account holders while opening a Joint Account.
- III. Circumstances, in which a customer is permitted to act on behalf of another person/entity, should be clearly spelt out in conformity with the established law as there could be occasions when an account is operated by a mandate holder or where an account may be opened by an intermediary in the fiduciary capacity;
- IV. Parameters of risk assessment in terms of the customers’ identity, social/ financial status, nature of business activity, information about the clients’ business and their locations, etc. have been defined to enable categorization of customers into low, medium and high risk while considering customer’s identity, the ability to confirm identity documents through online or other services offered by issuing authorities or other entities may also be factored in documentation requirements and other information to be collected in respect of different categories of customers depending on perceived risk and keeping in mind the requirements of Regulatory Agencies and guidelines issued by these agencies from time to time;
- V. The Trust shall not open an account where it is unable to apply appropriate CDD measures, i.e., the Trust is unable to verify the identity and /or obtain documents required as per the risk categorisation due to non-cooperation of the customer or non-reliability of the data/information furnished to the Trust. It may, however, be necessary to have suitable built in safeguards to avoid harassment of the customer. For example, decision to close an account may be taken at a reasonably high level after giving due notice to the customer explaining the reasons for such a decision;
- VI. Before opening a new account necessary screening will be performed so as to ensure that the identity of the customer does not match with any person with known criminal background or with banned entities such as individual terrorists or

terrorist organizations or whose name appears in the lists circulated by FiNCen, United Nations Security Council (UNSC), OFAC, as per section 51A of the Unlawful Activities (Prevention) Act, 1967, watch list by Interpol, etc. These are done using the list/ information/ databases available on World-check, Watch-out Investors, website of OFAC, UNSCR (as mentioned below) or such other informationsources/tools.

Web-link(s) for client regulatory verification on OFAC and UNSCR list are as under:

OFAC Link:

<https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>

UNSCR Link:

<https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list> The Trust shall prepare a profile for each new customer based on risk categorization, as provided subsequently in this policy. The customer profile will be a confidential document and details contained therein shall not be divulged for cross selling or any other purposes.

- VII. For the purpose of risk categorisation, individuals (other than High Net Worth individuals) and entities whose identities and sources of wealth can be easily identified and transactions in whose accounts by and large conform to the known profile, may be categorised as low risk. Illustrative examples of low risk customers could be salaried employees whose salary structures are well defined, people belonging to lower economic strata of the society whose accounts show small balances and low turnover, Government departments & Government owned companies, regulators and statutory bodies etc. In such cases, only the basic requirements of verifying the identity and location of the customer are to be met. Customers that are likely to pose a higher than average risk to the Trust shall be categorized as medium or high risk depending on customer's background, nature and location of activity, country of origin, sources of trusts and client profile etc. The Trust shall apply enhanced due diligence measures based on the risk assessment, thereby requiring intensive 'due diligence' for higher risk customers, especially those for whom the sources of trusts are not clear. Examples of trust requiring enhanced due diligence shall trust
- a) high net worth individuals,
 - b) trusts, charities, NGOs and organizations receiving donations,
 - c) companies having close family shareholding or beneficial ownership,
 - d) firms with 'sleeping partners',
 - e) Politically Exposed Persons,
 - f) non-face to face customers, and
 - g) those with dubious reputation as per public information available, etc.

While criteria for defining high net worth is not defined in the existing Circulars applicable to NBFCs, this is being internally defined as net worth of more than \$100 000 USD. The adoption of customer acceptance policy and its implementation should not become too restrictive and must not result in denial of financial facility to members of the general public, especially those, who are financially or socially disadvantaged.

5. Customer Identification Procedure (CIP):

Customer Identification Procedure to be carried out at different stages as under:

- Commencement of an account-based relationship with the customer;
 - When the Trust has a doubt about the authenticity or adequacy of the customer identification data obtained by the Trust. Customer identification means identifying the customer and verifying his/ her/ its identity by using reliable, independent source documents, data or information; and
 - Carrying out a financial transaction.
- a) The Trust shall obtain sufficient information necessary to establish, to its satisfaction, the identity of each new customer, whether regular or occasional, and the purpose of the intended nature of business relationship. Being satisfied means that the Trust should be able to satisfy the competent authorities that due diligence was observed based on the risk profile of the customer, in compliance with the extant guidelines in place. Besides risk perception, the nature of information/documents required would also depend on the type of customer (individual, corporate, etc.). For customers that are natural persons, the Trust shall obtain sufficient identification data to verify the identity of the customer, his/ her address/ location. For customers that are legal persons or entities, the Trust shall
- I. verify the legal status of the legal person/ entity through proper and relevant documents;
 - II. verify that any person purporting to act on behalf of the legal person/entity is so authorized and identify and verify the identity of that person; and
 - III. understand the ownership and control structure of the customer and determine who are the natural persons who ultimately control the legal person.

Customer identification requirements in respect of a few typical cases, especially, legal persons requiring an extra element of caution, are given in **Annexure - I**. If the Trust accepts such accounts in terms of the Customer Acceptance Policy, the Trust shall take reasonable measures to identify the beneficial owner(s) and verify his/ her/ their identity in a manner so that it is satisfied that it knows who the beneficial owner(s) is/are. An indicative list of the nature and type of documents/information that shall be relied upon for customer identification is given in the KYC Documentation Policy.

- b) The Trust shall ensure that decision-making functions of determining compliance with KYC norms shall not be outsourced.
- c) The Trust shall not ask the customer to furnish an additional OVD, if the OVD submitted by the customer for KYC contains both proof of identity and proof of address. Further, the customer shall not be required to furnish separate proof of address for permanent and current addresses, if these are different. The Trust shall obtain a declaration from the customer about her/ his local address on which all correspondence will be made by the Trust, in the event the proof of address furnished by the customer is the address where the customer is currently residing.
The Trust shall allot Unique Customer Identification Code (UCIC) to all their customers while entering into any new relationships.

6. Monitoring of Transactions/ On-going Due Diligence:

- a) The Trust shall pay special attention to all large and complex transactions including RTGS transactions, and those with unusual patterns, inconsistent with normal and expected activity of the customer, which have no apparent economic rationale or legitimate purpose.
- b) The Trust shall monitor threshold limits for specific categories of activities and pay particular attention to the transactions which fall outside of normal activity for accounts, based on income and / or net worth of the customer.
- c) Currently, no cash transactions are done by the Trust, since all disbursements and repayments are made through normal banking channels only. However, should it ever be necessary to operate cash, transactions that involve large amounts of cash inconsistent with the normal and expected activity of the customer should particularly attract the attention of the Trust. Very high account turnover inconsistent with the size of the balance maintained may indicate that trusts are being 'washed' through the account.
- d) High-risk accounts shall be subjected to intensify monitoring and enhanced due diligence. The Trust shall monitor indications for such accounts, taking note of the background of the customer, such as the country of origin, sources of trusts, the type of transactions involved and other risk factors. The Trust shall put in place a system of periodical review of risk categorization of identified accounts, with such periodicity being at least once in each year and the need for applying enhanced due diligence measures.
- e) The records of transactions in the accounts shall be preserved and maintained as for a period of not less than 3 months. The Trust shall report the transactions of suspicious nature and/ or any other type of transaction that is "highly" unusual, to the appropriate law enforcement authority.
- f) While currently, no cash transactions are undertaken, in the unforeseen event of such transactions taking place, the Trust will maintain a proper record of all cash transactions (deposits and withdrawals) of \$10 Million USD and above.

7. Risk Management:

- a) Through this policy, the Board of Directors of the Trust is ensuring the formal documentation of its KYC program. The management will establish appropriate procedures to ensure its effective implementation.
- b) The Trust's internal review functions have an important role in evaluating and ensuring adherence to the KYC policies and procedures. As a general rule, Company would provide an independent evaluation of the Trust's own policies and procedures, including legal and regulatory requirements. The Company shall specifically check and verify the application of KYC procedures and comment on the lapses observed in this regard.
- c) The Trust shall have an ongoing employee training program so that the members of the staff are adequately trained in KYC and AML procedures. Training requirements shall have different focuses for frontline staff, compliance staff and staff dealing with new customers. It is crucial that all those concerned fully understand the rationale behind the KYC policy and implement the same consistently.

8. Customer Education:

Implementation of KYC procedures requires the Trust to demand certain information from customers, which may be of personal nature or which have hitherto never been called for. This can sometimes lead to a lot of questioning by the customer as to the motive and purpose of collecting such information. The Trust shall prepare specific informative documents (i.e providing this document) etc. so as to educate the customer of the objectives of the KYC programme. The front desk staff shall be specially trained to handle such situations while dealing with customers.

9. Introduction of New Technologies:

The Trust shall pay special attention to any money laundering threats that may arise from new or developing technologies that might favor anonymity, and take measures, if needed, to prevent its use in money laundering schemes.

10. Review of KYC for the Existing Accounts:

- a) The Trust shall also apply this policy to the existing customers on the basis of materiality and risk. Moreover, transactions in existing accounts shall be continuously monitored and any unusual pattern in the operation of the account shall trigger a review of the CDD measures.
- b) The Trust shall consider applying monetary limits to such accounts based on the nature and type of the account. All the

- existing accounts of companies, firms, trusts, charities, religious organizations and other institutions are subjected to minimum KYC standards which would establish the identity of the natural/legal person and those of the 'beneficial owners'.
- c) Where the Trust is unable to apply appropriate KYC measures due to non-furnishing of information and/ or non-cooperation by the customer, the Trust shall consider punitive measures for the account or terminating the business relationship after issuing due notice to the customer explaining the reasons for taking such a decision. Such decisions shall be taken when necessary.
- d) The Trust shall carry out periodic updates at least once in every 2 years for high risk customers, once in every 8 years for medium risk customers and once in every 10 years for low risk customers, subject to the following conditions:
- Fresh proofs of identity and address shall not be sought at the time of periodic updates, from low risk customers, when there is no change in status of their identities and addresses and a self-certification to that effect is obtained;
 - certified copy of the proof of address forwarded by 'low risk' customers through mail/post, etc. in case of change of address shall be acceptable;
 - physical presence of low risk customer at the time of periodic updates shall not be insisted upon; and
 - time limits prescribed above would apply from the date of opening of the account/ last verification of KYC.

11. Appointment of Principal Officer:

The Trust has appointed a senior management officer designated as the Principal Officer. The Principal Officer shall be located at the head office of the Trust (when /if possible) and shall be responsible for monitoring and reporting of all transactions and sharing of information as required under the law. The Principal Officer will maintain close liaison with enforcement agencies, the Trust and any other institution, which are involved in the fight against money laundering and combating financing of terrorism.

12. Record Management:

In order to maintain, preserve and report the customer account information, with reference to provisions of AML/KYC regulations, the Trust shall:

- 1) Maintain all necessary records of transactions between the Trust and the customer for at least 3 (three) months from the date of transaction;
- 2) Preserve the records pertaining to the identification of the customers and their addresses obtained while opening the account and during the course of business relationship for at least 1 (one) year after the business relationship is ended;
- 3) Make available the identification records and transaction data to the competent authorities upon receipt of court orders;
- 4) Introduce a system of maintaining proper record of transactions prescribed under in this document whenever possible;
- 5) Maintain all necessary information in respect of transactions prescribed under PML Rule 3 as to permit reconstruction of individual transaction, including the nature, amount and date of transaction and the parties to the transaction; evolve a system for proper maintenance and preservation of account information in a manner that allows easy and quick retrieval of data whenever required or requested by the competent authorities;
- 6) Maintain records of identity and address of the customers and records in respect of transactions in electronic format when possible.

The Trust shall upload the KYC data pertaining to all new individual accounts opened on or after July 1, 2021 to Trust database. The Trust shall maintain confidentiality of information as provided for in standard Privacy Laws and Acts accepted by certain USA States, Maine as the example when possible. Where the customer already has a Central KYC acknowledgement, his / her documents need not be obtained again. Documents relating to identification and address can be accepted. However, loan agreements and finance related documents will still need to be signed / provided by the customer. Details / documents collected by the Trust also need to be maintained for 3 (three) months after the commencement of the relationship or any transaction.

Customer Identification Requirements – Indicative Guidelines

Trust/Nominee or Fiduciary Accounts:

There exists the possibility that trust/nominee or fiduciary accounts can be used to circumvent the customer identification procedures. The Trust should determine whether the customer is acting on behalf of another person as trustee/nominee or any other intermediary. If so, the Trust shall insist on receipt of satisfactory evidence of the identity of the intermediaries and of the persons on whose behalf they are acting, as also obtain details of the nature of the trust or other arrangements in place. While opening an account for a trust, the Trust shall take reasonable precautions to verify the identity of the trustees and the settlers of trust (including any person settling assets into the trust), grantors, protectors, beneficiaries and signatories. Beneficiaries shall be identified when they are defined. In the case of a 'foundation', steps should be taken to verify the founder managers/ directors and the beneficiaries, if defined. The identification of beneficial owner(s) shall include identification of the author of the trust, the

trustee, the beneficiaries with 50% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

Accounts of companies and firms:

The Trust shall be vigilant against business entities being used by individuals as a 'front' for maintaining accounts with the Trust. The Trust shall examine the ultimate beneficial ownership and control structure of the entity, determine the source of trusts and identify the natural persons who have a controlling interest and who comprise the management. These requirements shall be moderated according to the risk perception e.g. in the case of a public company it will not be necessary to identify all the shareholders.

Client accounts opened by professional intermediaries:

1) When the Trust has knowledge or reason to believe that the customer account opened by a professional intermediary is on behalf of a single customer, that the customer must be identified.

2) The Trust may hold 'pooled' accounts managed by professional intermediaries on behalf of entities like mutual trusts, pension trusts or other types of trusts. The Trust may also open accounts of such professional intermediaries, viz., lawyers/chartered accountants or stockbrokers, who are bound by any customer confidentiality that prohibits disclosure of the customer details to the Trust, in such cases, KYC/AML notice be provided to intermediaries.

3) Where trusts held by the intermediaries are not co-mingled at the Trust and there are 'sub-accounts', each of them attributable to a beneficial owner, all the beneficial owners should be identified. Where such trusts are co-mingled, the Trust shall try to look through to the trust owners, if possible.

4) Where the Trust rely on the CDD done by an intermediary, they should satisfy themselves that the intermediary is regulated and supervised and has adequate systems in place to comply with the KYC requirements for the customers.

Accounts of non-face-to-face customers:

1) Apart from applying the usual customer identification procedures, there shall be specific and adequate procedures to mitigate the higher risk involved.

2) Certification of all the documents presented shall be insisted upon and, if necessary, additional documents shall be called for. In such cases, the Trust shall also require the first payment to be effected through the customer's account with any bank which, in turn, adheres to similar KYC standards. This will suffice for initial acceptance.

3) In the case of cross-border customers, there is the additional difficulty of matching the customer with the documentation and the Trust may have to rely on third party certification/introduction. In such cases, it shall be ensured that the third party is a reliable entity and supervised appropriately and has adequate KYC systems in place.

Schedule (for each Series)

(A Schedule page is available for each individual Series under the Regolith Capital Statutory Trust. For the specific Schedule describing a specific Series and other information about investments, please email a request to info@regolith.com or ask your manager or click on the documents category of your Dashboard.

(Read each specific Schedule carefully before investing.)

THIS INSTRUMENT AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE REGOLITH CAPITAL STATUTORY TRUST DECLARATION OF TRUST (TRUST RULES) AND UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

IF THE PARTICIPANT LIVES OUTSIDE THE UNITED STATES, IT IS THE PARTICIPANT'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE SUBSCRIPTION OF THE SECURITIES BY ANY FOREIGN SUBSCRIBER.

EXHIBIT A

Nominee Rider and Waiver

Regolith Investment Services LLC (the "**Nominee**") is hereby appointed to act on behalf of the Participant as agent and proxy in all respects under the terms and conditions for any and all products and structures that constitute the Regolith Capital Statutory Trust, including any securities or offerings not found through various sales channels of the Regolith Capital Statutory Trust (the "**Security**"). The Nominee shall receive all notices and communications on behalf of the Participant, and cause any and all Security or any securities which may be acquired upon conversion thereof (the "**Conversion Securities**") to be custodied with a custodian of the Nominee's sole discretion ("**Custodial Conversion**"). The Nominee is authorized and empowered to undertake Custodial Conversion and services at any point before, during or after issuance of Securities. To the extent the holders of Securities or Conversion Securities are entitled to vote at any meeting or take action by consent, Nominee is authorized and empowered to vote and act on behalf of Participant in all respects thereto (without prior or subsequent notice to the Participant) until the expiry of the Term (as defined below) (collectively the "**Nominee Services**"). Defined terms used in this Nominee Rider are controlled by the Security unless otherwise defined.

Nominee shall vote all such Securities and Conversion Securities. Neither Nominee nor any of its affiliates nor any of their respective officers, partners, equity holders, managers, officers, directors, employees, agents or representatives shall be liable to Participant for any action taken or omitted to be taken by it hereunder, or in connection herewith or therewith, except for damages caused by its or their own recklessness or willful misconduct.

Upon any conversion of the Securities into Conversion Securities of the Company, in accordance with the terms of the Securities, Nominee will execute and deliver to the Issuer all transaction documents related to such transaction or other corporate event causing the conversion of the Securities in accordance therewith; *provided*, that such transaction documents are the same documents to be entered into by all holders of other Securities of the same class issued by the Company that will convert in connection with the equity financing or corporate event and being the same as the subscribers in the equity financing or corporate transaction. The Participant acknowledges and agrees, as part of the process, the Nominee may open an account in the name of the Participant with a custodian and allow the custodian to take custody of the Securities in exchange for a corresponding beneficial interest held by the Participant. Upon any such conversion or changing of title, the Nominee will take reasonable steps to send notice to the Participant, including by email, using the last known contact information of such Participant.

The Nominee is also authorized and empowered to undertake all services requested by third parties appointed by the Participant without limits, so long as the third party can demonstrate legal authority to represent the Participant.

Additionally, The Nominee is authorized and empowered to undertake escrow and escrow like services, settlement operations to facilitate transactions on behalf of the participant, as well as other deal structuring maneuvers that may be required to facilitate the proper transfer and holding of securities on behalf of the participant.



The “**Term**” the Nominee Services provided will be the earlier of the time which the Securities or any Conversion Securities are (i) terminated, (ii) registered under the Exchange Act, or (iii) the time which the Nominee, the Participant and the Issuer mutually agree to terminate the Nominee Services.

To the extent you provide the Issuer with any personally identifiable information (“PII”) in connection with your selection to invest in the Securities, the Issuer and its affiliates may share such information with the Nominee, the Intermediary, and the appointed transfer agent for the Securities solely for the purposes of facilitating the offering of any Securities and for each party to provide services with respect to the ownership and administration of the Securities. Participant irrevocably consents to such uses of Participant’s PII for these purposes during the Participants agreement with Regolith Capital Statutory Trust and the Participant acknowledges that the use of such PII is necessary for the Nominee to provide the Nominee Services.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered.

PARTICIPANT:

NOMINEE:

Regolith Investment Services LLC