

*The description below is based on the Prime Brokerage Agreement entered into between Morgan Stanley & Co. LLC and Leverage Shares plc on 28 June 2024 as amended and restated on 30 September 2024*

### **Summary of Key Terms in the Customer Prime Broker Account Agreement**

Morgan Stanley & Co. LLC (the “**Prime Broker**”, and together with Prime Broker’s affiliates, the “**Morgan Stanley Entities**”), will provide prime brokerage services (including the clearance, settlement, custody and financing of margin securities) to Leverage Shares plc (the “**Issuer**”), in respect of each series (the “**Series**”) of collateralised exchange traded securities (“**ETP Securities**”) issued by the Issuer, under the terms of the Customer Prime Broker Account Agreement (the “**Agreement**”) entered into between the Issuer and the Prime Broker. Separately, the Issuer may also utilize the Prime Broker, other Morgan Stanley Entities and/or other brokers and dealers for the purposes of executing transactions. The Prime Broker is authorized and regulated by the United States Securities and Exchange Commission (“**SEC**”) and other governmental authorities and self-regulatory organizations, and is subject to the laws, rules and regulations promulgated by such governmental authorities and self-regulatory organizations (“**Applicable Law**”).

In accordance with Applicable Law, the Prime Broker will record and hold collateral which may be deposited or credited to the Prime Broker on its books. The Prime Broker will treat each item of collateral held in or credited to any account maintained by the Prime Broker as a “Financial Asset” under Article 8 of the New York State Uniform Commercial Code. The collateral held by the Prime Broker will be subject to a continuing, first-priority security interest for the payment and discharge of all liabilities of the Issuer to the Prime Broker. Further, to the extent the Issuer has instructed the Prime Broker to commingle the securities of more than one Series of ETP Securities in a single account with the Prime Broker, the Prime Broker is authorized to subject the collateral pledged in respect of one Series of ETP Securities, to a security interest for the payment and discharge of all liabilities owed to the Prime Broker by any other Series of ETP Securities. In the event of the default of any Series of ETP Securities with commingled collateral, the Prime Broker may liquidate any commingled collateral of any/or all Series of ETP Securities and apply the proceeds therefrom to satisfy the obligations of such Series of ETP Securities.

The Issuer has authorized the Prime Broker, from time to time and without further notice to the Issuer, to carry any such collateral in the Prime Broker’s general accounts, or to loan, pledge, hypothecate, re-hypothecate, sell or otherwise use any and all collateral, separately or in combination with the property of others for any amounts due to the Prime Broker or for a greater sum, and without the Prime Broker’s retaining in its possession or control a like amount of similar property. The Issuer has acknowledged that the Prime Broker’s loan, repurchase, hypothecation, re-hypothecation, sale or other use of the collateral may include the transfer to the Prime Broker (or other third party), of all attendant rights of ownership, including the right to vote any securities or exercise any corporate action rights.

Neither the Prime Broker nor any of the Morgan Stanley Entities will be liable for any losses incurred by any of the Series of ETP Securities resulting from any act or omission in relation to the services provided under the terms of the Agreement, except to the extent caused by the Morgan Stanley Entities’ gross negligence or willful misconduct. The Prime Broker will not be liable for the solvency, acts or omissions of any other third party or losses incurred by the Issuer caused by any act or circumstance beyond Morgan Stanley’s control. The Issuer has agreed to indemnify and hold harmless the Prime Broker and the Morgan Stanley Entities against any losses incurred by, and any claims made against, them arising out of the Agreement, except for actions taken or omitted by the Prime Broker and/or the Morgan Stanley entities which would constitute willful misconduct or gross negligence.

Morgan Stanley shall have the right, at any time and from time to time, to set off any obligations of Morgan Stanley to the Issuer against any obligations of the Issuer to Morgan Stanley, and to foreclose on any collateral for the purpose of satisfying the obligations of the Issuer to Morgan Stanley. The Issuer acknowledges that the fulfillment by Morgan Stanley of its obligations to the Issuer is contingent

upon there being no breach, repudiation, misrepresentation or default by the Issuer which has occurred and is continuing under this Agreement or any contract. These rights and remedies are in addition to any other rights and remedies which arise under any contract or under Applicable Law.

If the Issuer directs Morgan Stanley to make any delivery of any security, commodity or other property or asset for its account for any reason and the Issuer fails to deliver that item to Morgan Stanley in the time, place and manner required, or if Morgan Stanley is unable to borrow the security, or in the case of a recall of a short position, Morgan Stanley is unable to re-borrow the security, the Issuer authorizes Morgan Stanley to borrow or purchase that item (or to be deemed to have made such purchase at the market value of the time of such deemed purchase) in such manner and time as Morgan Stanley in its sole discretion determines to be commercially reasonable. The Issuer agrees to be responsible for any consequent loss which Morgan Stanley may suffer and any related costs, premiums and losses to which Morgan Stanley may be subject.

The Prime Broker is not acting as an investment advisor to the Issuer in any respect.