

The description below is based on the Agreement for Prime Brokerage entered into between Pershing LLC and Leverage Shares plc on July 22, 2024.

Summary of Agreement for Prime Brokerage

Pershing LLC (“**Pershing**”) has agreed to act as prime broker for Leverage Shares plc (the “**Client**”), in accordance with the terms of the Agreement for Prime Brokerage (the “**Agreement**”) entered into between the Client and the Pershing. Subject to the terms of the Agreement and in accordance with the letter dated January 25, 1994 from the Division of Market Regulation of the Securities and Exchange Commission (or, if applicable, any subsequent amending or superseding letter or order, rule or regulation), Pershing agrees to (i) open and maintain accounts for the Client (the “**Account**”) and execute transactions therein, (ii) perform certain settlement and clearance services in connection with transactions in such accounts, and (iii) perform other services in support thereof. Pershing is a FINRA member broker-dealer registered with the U.S. Securities and Exchange Commission (“**SEC**”) and is subject to the laws, rules and regulations, of all U.S. and if applicable, non-U.S., federal state and local governmental authorities, self-regulatory organizations, markets, exchanges, depositories and clearing corporations where Client’s transactions are executed, cleared or settled, as in effect at any time (“**Applicable Law**”).

Cash, securities and other property held in or credited to the Account (“**Collateral**”) will be treated as “financial assets” under the New York Uniform Commercial Code (“**UCC**”) and that the Account shall be a securities account under Article 8 of the UCC. Client has granted a continuing first priority perfected security interest in, lien in and right to net and setoff against, all Collateral in any Account as security for the performance of all of Client’s obligations to Pershing. Notwithstanding that Client, pursuant to its structure may have established separate series or tranches for trading or other purposes and Pershing may have set up separate accounts for any particular series or tranche of Client, with regard to any claim of Pershing against the Client or any of Client’s Obligations to Pershing arising under this Agreement Pershing’s recourse shall not be limited or restricted to any series or tranche, all assets in any and all of these Accounts shall be considered Collateral as security for any obligations of the Client to Pershing pursuant to the terms of this Agreement. In the event of the default of any series or tranche, Pershing may liquidate any Collateral of any/or all series or tranche and apply the proceeds therefrom to satisfy the obligations of any series or tranche.

The Client has authorized Pershing, to carry Collateral in the Accounts in the Prime Broker’s general accounts, and to loan, pledge, repledge, hypothecate, rehypothecate, sell or otherwise use or transfer any and all Collateral in any Account, and without Pershing’s retaining in its possession or control a like amount of similar property. The Client has acknowledged that the Pershing’s loan, pledge, repledge, repurchase, hypothecation, rehypothecation, sale or other use or transfer of the Collateral may include the transfer to Pershing (or other third party), of all attendant rights of ownership, including the right to vote any securities or exercise any corporate action rights.

Pershing will not be liable for any losses incurred by Client resulting from any act or omission in relation to the services provided under the terms of the Agreement, except to the extent direct and actual losses are determined to have resulted from Pershing’s gross negligence or willful misconduct. Pershing will not be liable for special, punitive, indirect, incidental, or consequential damages. The Issuer has agreed to indemnify and hold harmless Pershing against any losses incurred by, and any claims made against, them arising out of the Agreement, except for actions taken or omitted by Pershing which would constitute willful misconduct or gross negligence.

Pershing is not acting as an investment advisor to the Client in any respect.