

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)



