

**STATE OF VERMONT
DEPARTMENT OF FINANCIAL REGULATION**

**IN RE:
COINBASE GLOBAL, INC. and
COINBASE, INC.**

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DOCKET NO. 23-003-S

STANDSTILL AND TOLLING AGREEMENT

WHEREAS, on June 6, 2023, the Vermont Department of Financial Regulation (the “Department”) issued a Show Cause Order (the “Order”) to Coinbase Global, Inc. and Coinbase, Inc. (collectively, “Coinbase”) (the Department and Coinbase are each a “Party” and are collectively the “Parties”);

WHEREAS, on June 6, 2023, the Department served the Order on Coinbase;

WHEREAS, the Order asserted that Coinbase has offered and sold unregistered securities in the form of crypto asset staking rewards offerings (the “Tolled Claims”);

WHEREAS, Coinbase disputes the Tolled Claims;

WHEREAS, on June 6, 2023, the United States Securities and Exchange Commission (the “SEC”) filed a complaint against Coinbase in the United States District Court for the Southern District of New York, docketed as Case No. 1:23-cv-04738-KPF (the “Federal Action”);

WHEREAS, on March 27, 2024, the court in the Federal Action granted in part and denied in part Coinbase’s motion for judgment on the pleadings;

WHEREAS, the court in the Federal Action entered a case management plan on April 19, 2024 which includes discovery deadlines, anticipates a trial lasting two to three weeks in duration, and sets a pre-trial conference on October 24, 2024;

WHEREAS, the Parties agree that entry of this Agreement is appropriate in light of the pendency of the Federal Action;

WHEREAS, the Parties desire to freeze in time the rights and privileges of each Party as of the Effective Date, until: (i) a judgment in the Federal Action is obtained; (ii) an agreement to settle the Federal Action is executed; or (iii) the Federal Action is otherwise dismissed with prejudice;

IT IS HEREBY AGREED among the Parties that:

1. The “Standstill and Tolling Period” shall remain in force and effect from the Effective Date of this Agreement until ten business days after any one of the following, whichever shall occur first (the “Expiration Date”): (i) a final judgment in the Federal Action is obtained; (ii) an agreement to settle the Federal Action is reached; or (iii) the Federal Action is otherwise dismissed with prejudice.

2. All deadlines arising out of the Order are suspended during the Standstill and Tolling Period.

3. The Parties agree not to: (a) submit a request to the Commissioner of the Department to set a hearing on the Order or (b) initiate any additional administrative action or proceeding related to the Tolled Claims during the Standstill and Tolling Period.

4. The Standstill and Tolling Period shall not be included in computing the running of any statute of limitations potentially applicable to the Tolled Claims.

5. Any defenses of laches, estoppel, or waiver, or other similar equitable defenses based upon the running or expiration of any time period shall not include the Standstill and Tolling Period for the Tolled Claims. Neither Party shall assert, plead, or raise, whether by answer, motion, or otherwise, any defense of laches, estoppel, or waiver, or other similar defense

based on the running of any statute of limitations or the passage of time during the Standstill and Tolling Period in any action brought on the Tolloed Claims.

6. This Agreement does not constitute and shall not be interpreted, construed or used as evidence of any admission or acknowledgement of liability, law or fact. Nor does any Agreement constitute an admission or acknowledgement that any statute of limitations or similar defense concerning the timeliness of commencing an action is applicable to the Tolloed Claims.

7. This Agreement contains the entire agreement between the Parties and no statement, promise, or inducement made by any party or agent of any party that is not contained in this written contract shall be valid or binding.

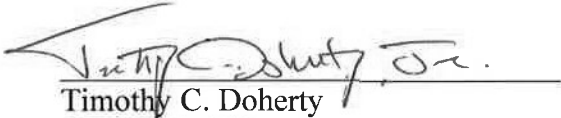
8. This Agreement may not be modified except in writing signed by all Parties. This Agreement may be extended for such period of time as the Parties agree to in writing.

9. This Agreement shall be construed in accordance with Vermont law, without regard to Vermont's choice of law rules.

10. Any notices sent pursuant to this Agreement shall be sent via email to the undersigned representatives of the Parties.

11. This Agreement may be signed in separate counterparts, with the same force and effect as if the Parties had executed a single copy of the Agreement.

[Signatures on the following page]



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Dated: June 27th, 2024



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