

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:  
  
RELIZ TECHNOLOGY GROUP HOLDINGS  
INC., *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
  
Case No. 26-10371 (TMH)  
  
(Jointly Administered)

**MOTION OF 1548199 ALBERTA LTD. AND ROBERT J. BERTRAM  
FOR RELIEF FROM STAY PURSUANT TO 11 U.S.C. § 362**

1548199 Alberta Ltd. and Robert J. Bertram (together, the "Movants"), by and through their undersigned counsel, hereby move (the "Motion") this Court for entry of an order granting relief from the automatic stay imposed by 11 U.S.C. § 362 to permit the Movants to continue prosecuting a pending action in the United States District Court for the Northern District of Illinois. In support of this Motion, the Movants respectfully represent as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(G).

2. Venue of these jointly administered cases and of the Motion in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

3. For this Motion, the Movants rely on title 11 of the United States Code (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Reliz Technology Group Holdings Inc. (6265); Reliz Technologies LLC (1968); Reliz LTD (N/A); and Reliz CI LTD (N/A). The Debtors' service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.



the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"). Specifically, for the relief requested herein, the statutory and legal predicates are Section 362 of the Bankruptcy Code, Rule 4001 of the Bankruptcy Rules, and Rule 4001-1 of the Local Rules.

4. The Movants confirm their consent, pursuant to Local Rule 9013-1(f), to the entry of final orders or judgments by the Court if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

#### **RELIEF REQUESTED**

5. By this Motion, the Movants respectfully request that this Court enter an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), granting: relief from the automatic stay imposed by Section 362(a) of the Bankruptcy Code to permit the Movants to continue prosecuting a pending action in the United States District Court for the Northern District of Illinois, Case No. 1:26-cv-02451, before the Honorable Matthew F. Kennelly, through the entry of final judgment.

#### **FACTUAL BACKGROUND**

##### **A. The Chapter 11 Cases**

6. On March 15, 2026 (the "Petition Date"), each of the following debtors (collectively, the "Debtors" or "BlockFills") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases") in the United States Bankruptcy Court for the District of Delaware (the "Court"): Reliz Technology Group Holdings Inc. (Case No. 26-10371-TMH); Reliz Technologies (Case No. 26-10373-TMH); Reliz CI Ltd. (Case No. 26-10374-TMH); and Reliz Ltd. (Case No. 26-10375-TMH).

7. The Debtors' cases are being jointly administered for procedural purposes under Case No. 26-10371-TMH assigned to lead Debtor Reliz Technology Group Holdings Inc. *See* Docket<sup>2</sup> Document No. 58.

8. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

9. To date, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") has neither appointed an official committee, nor any trustee or examiner, in the Chapter 11 Cases.

#### **B. The Movants' Claim**

10. Movant 1548199 Alberta Ltd. ("1548199") is an Alberta Business Corporation with its registered office in Ardrossan, Alberta, Canada. *See* Registry ID No. 2015481993. The company's principal place of business is located at 21149 Township Road 524 in Strathcona County, Alberta T8G 2E9, Canada.

11. Movant Robert J. Bertram ("Mr. Bertram") is an individual and a resident of Canada. He is a director, officer, and authorized representative of 1548199.

12. Debtors list Movant 1548199 as having an unsecured claim arising from its status as a customer of the Debtors. The claim is designated as a "Customer," "Unliquidated" claim on the Official Form 204 (the "List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders") filed by each of the Debtors. *See* Docket Document No. 1 in Case No. 26-10371-TMH at Page 14; Docket Document No. 1 in Case No. 26-10373-TMH at Page 13;

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<sup>2</sup> Unless otherwise noted, all citations to the Docket (and to documents filed and entries made therein) refer to Case No. 26-10371-TMH.

Docket Document No. 1 in Case No. 26-10374-TMH at Page 13; Docket Document No. 1 in Case No. 26-10375-TMH at Page 13.

13. Movant 1548199 appears as Creditor No. 17 on all four forms, and Mr. Bertram is listed as the creditor contact. *Id.*<sup>3</sup>

14. However, Movants assert an ownership interest in the 40.001 Bitcoin and 650,050 USD Coin (together, the "Client Assets") deposited by Movants into their BlockFills account to be used only as collateral as further described below.<sup>4</sup>

### **C. The Pre-Petition Litigation**

15. Prior to the Petition Date, on March 5, 2026, the Movants initiated litigation against the Debtors in the United States District Court for the Northern District of Illinois (the "Illinois Action").

16. In the Illinois Action, Movants assert numerous causes of action (including breach of contract, fraud, and conversion) based on misrepresentations of solvency and concealment of the misappropriation of customer assets. Through the Illinois Action, Movants seek the return of their digital assets, rescission of the parties' contracts, compensatory and consequential damages, the imposition of a constructive trust, and declaratory relief.

17. The Illinois Action, styled as Case No. 1:26-cv-02451, was assigned to the Honorable Matthew F. Kennelly.

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<sup>3</sup> The Court has authorized the Debtors to file a single matrix and list of their 30 largest unsecured creditors on a consolidated basis. *See* Docket Document No. 63.

<sup>4</sup> For the avoidance of doubt, the Debtors are prohibited from using any of the Client Assets. First, as asserted herein, the Client Assets are solely the property of the Movants. Second, if the Client Assets were to be deemed property of the bankruptcy estate, at a minimum, they would constitute cash collateral under Section 363(a)(1) of the Bankruptcy Code. Then, the Debtors would be prohibited from using the Client Assets under Section 363(c)(1) of the Bankruptcy Code without a hearing and the Movants' consent. No such hearing has been held as to the Client Assets and the Movants explicitly do not consent to the use of their Client Assets in any way by the Debtors.

18. Several of the Debtors' current and former managers, directors, and officers (specifically Joseph Perry, Nicholas Hammer, and Gordon Wallace) are named defendants in the Illinois Action. *See* the Corrected Complaint in the Illinois Action (Docket Document No. 10), filed on March 6, 2026, and attached hereto as **Exhibit B**.

**D. The History between the Parties**

19. In or about December 2025, Mr. Bertram began communications with the Debtors about 1548199 becoming a customer.

20. On or about December 10, 2025, Mr. Bertram submitted an application for a BlockFills legal entity account on behalf of 1548199 (the "Application Agreement"). *See* Exhibit 1 to **Exhibit B**; Exhibit 2 to **Exhibit B**.

21. The Application Agreement contains a critical provision regarding the segregation of customer funds, in which the Debtors represented and agreed to keep customer money "segregated" from their working capital:

Client Money: That as a Professional Client and according to clause 6 of the trading agreement, you hereby acknowledge (unless Blockfills.com agrees is [sic] writing in a separate letter) that; (1) money deposited by you with Blockfills.com will be segregated from the working capital of Blockfills.com until you execute an order through Blockfills.com; As a consequence of executing an order, Blockfills.com has the right to move your money in any amount not to exceed the amount of the trade to its counterparties at its sole discretion . . .

*See* Exhibit 2 to **Exhibit B** at Page 7.

22. The Application Agreement also includes and incorporates several additional agreements, including the Professional Electronic Trading Agreement. *See id.* at Pages 6-7.

23. Additionally, it includes a link to view debtor Reliz Ltd.'s Terms of Business and Client Agreement (the "Terms of Business"). *See id.* at Page 8; *see also* Terms of Business, attached as Exhibit 3 to **Exhibit B**.

24. Debtors drafted both the Application Agreement and the Terms of Business.

Movants were neither invited nor allowed to edit the documents.

25. On December 12, 2025, BlockFills had an initial call with Mr. Bertram to introduce Movants to the company's system and to guide them through the onboarding process. BlockFills representatives John Divine, Gian Dardet, and Andrew Iwaszkiewicz were present on the call.

26. During the meeting, Mr. Bertram specifically expressed concerns regarding the counterparty risk associated with BlockFills having custody or control of 1548199's digital assets. In response, the representatives stated that BlockFills was "as good as it gets" in the market.

27. The representatives emphasized their background in traditional finance and represented that BlockFills was "unfazed by the October 10 liquidation event" that affected other similar firms; they also stated that BlockFills' operations were "materially more reliable than other market participants."

28. During this meeting, Mr. Bertram also informed the representatives that 1548199 did not intend on selling its significant digital assets through BlockFills; instead, 1548199 sought to use the assets only as collateral to hedge positions and generate yield.

29. In response, the BlockFills representatives advised Mr. Bertram that asset custody could be structured through a third-party custodian with a tri-party arrangement.

30. To discuss tri-party collateral management and custody arrangements, the BlockFills representatives introduced Movants to Balance, a third-party digital asset custodian. Thereafter, 1548199 commenced the KYC process with Balance.

31. After the December 12 meeting, but before 1548199 was onboarded as a client or deposited any assets, BlockFills publicly boasted about its recent achievements and expansion in its "2025 Year in Review." Attached as Exhibit 5 to **Exhibit B** (originally posted on December 30, 2025). The post highlighted that BlockFills transacted over \$61.1 billion in volume in 2025, which was up 28% from its 2024 figures. *Id.* BlockFills noted that it serves over 2,000 institutional clients across over 95 countries. *Id.* The year-end update did not address any financial hardships or other concerns facing BlockFills. *Id.*

32. On January 5, 2026, BlockFills accepted 1548199's application and assigned it an account number (No. B16345). *See* Exhibit 6 to **Exhibit B**. Again, BlockFills circulated a copy of the Terms of Business. *See id.*

33. Thereafter, 1548199 was onboarded as a BlockFills client. *See id.*

34. Prior to, during, and after the onboarding process, Movants had numerous conversations with Debtors' representatives (including Andrew Iwaszkiewicz, John Divine, and Perry Parker).

35. In these conversations, Movants were very clear that they did not wish to sell any of their cryptocurrency due to Canadian tax considerations; Movants and Debtors' representatives always referred to BTC and USDC as "collateral" in these discussions.

36. Debtors advised Movants that any assets transferred to BlockFills would be put into 1548199's cash portfolio account and that assets would only be moved to a margin account as collateral for each particular trade. Debtors also advised Movants that the general collateral amount for each trade would be 25 percent.

37. The Debtors' Terms of Business explicitly provide:

Any money received by Blockfills in respect of User's Account shall be treated as "Client Money" in accordance with standard account segregation rules except where User enters

into an agreement with Blockfills to transfer full ownership of money to Blockfills for, amongst other things, the purpose of securing or otherwise covering present future, actual or contingent or prospective obligations, such as margin, in which circumstances such money will not be regarded as Client Money . . .

See Exhibit 3 to **Exhibit B** at Page 10.

38. Movants did not enter into an agreement with Debtors to transfer full ownership of any of the deposited assets to BlockFills.

39. To begin using their account, Movants were required to provide BlockFills with information about their banks and cryptocurrency wallets. See Exhibit 6 to **Exhibit B**.

40. Once BlockFills received and approved Movants' originating wallets, BlockFills' deposit wallets were added manually into 1548199's account by a BlockFills employee. Movants were encouraged to contact BlockFills representatives to ask for a wallet to be added.

41. On January 16, 2026, Movants funded 1548199's account with 40.001 Bitcoin (BTC) and 650,050 USD Coin (USDC) to be used as collateral only.

42. First, Movants transferred their 650,050 USDC directly into one of BlockFills' wallets through two transfers of 50 USDC and 650,000 USDC. See Exhibit 7 to **Exhibit B**; Exhibit 8 to **Exhibit B**.

43. Next, Movants transferred their 40.001 BTC from a wallet pre-approved—or "whitelisted"—by the Debtors (the "BTC Originating Wallet") to one of BlockFills' empty wallets (the "BTC Deposit Wallet"). See Exhibit 9 to **Exhibit B**; Exhibit 10 to **Exhibit B**.

44. Movants sent the BTC through two transfers of 0.001 BTC and 40 BTC. *Id.*

45. Within minutes of each transfer, BlockFills representatives confirmed receipt of the received Bitcoin then swept assets out of the BTC Deposit Wallet and into a different wallet. See Exhibit 10 to **Exhibit B**.

46. Each sweep was to a wallet controlled completely by BlockFills. See *id.*

47. The Debtors immediately commingled 1548199's BTC with other assets belonging to BlockFills and/or other customers. Within 1.5 hours, the BTC Deposit Wallet was completely empty with a balance of 0 BTC. *See id.*

48. In violation of their contractual obligations, the Debtors did not segregate the Client Assets from either their own assets or from funds deposited by other customers.

49. The assets transferred by Movants can be identified and traced through blockchain records and through BlockFills' custody records.

50. On February 5, 2026, Mr. Bertram received a call from John Divine, advising that there had been an issue at BlockFills and that the company had defaulted on a customer deposit.

51. During the call, Mr. Bertram asked Mr. Divine to organize a call between Movants and the Debtors' leadership. The call was scheduled for February 6, 2026, at 10:00 AM CST.

52. On February 6, 2026, Mr. Bertram received an e-mail from BlockFills notifying him that an additional bank account had been approved for 1548199's account. Attached as Exhibit 11 to **Exhibit B**.

53. Notwithstanding the default update from Mr. Divine, the e-mail stated that Movants could "now fund [their] BlockFills account from [the] approved bank and/or request withdrawals to that bank. For deposit information or to make a withdrawal request, login to the BlockFills Client Portal." *Id.*

54. Later on February 6, 2026, at 10:00 AM CST, Mr. Bertram attended the scheduled call with the Debtors' representatives. Joseph Perry, Gordon Wallace, and Mark Renzi (from the Berkeley Research Group, LLC) were present on the call. Mr. Renzi was participating in his capacity as the Debtors' Chief Restructuring Officer.

55. During this meeting, Mr. Perry admitted that he had discovered a "large hole" in BlockFills' balance sheet. He further explained that the Debtors were facing a liquidity crisis that made them unable to honor customer withdrawal requests.

56. Mr. Perry also admitted that the Debtors commingled customer assets with company assets.

57. Before this call, the Debtors had not previously disclosed any asset commingling or financial issues to Movants.

58. After the call, the Debtors notified Movants that they had suspended client deposits and withdrawals for all customers. *See* e-mail, attached as Exhibit 12 to **Exhibit B**.

59. As a result of the suspension, Movants have been unable to withdraw any funds, including Client Assets that they deposited with the Debtors as collateral, from their BlockFills account.

60. Furthermore, Movants have been prevented from accessing or otherwise exercising their possessory rights over the Client Assets since February 6, 2026, even though such assets are owned by Movants.

61. On February 6, 2026, Movants provided formal written notice to the Debtors rescinding all contracts between the parties. *See* Exhibit 13 to **Exhibit B**.

62. Movants concurrently requested the return of the Client Assets deposited into their BlockFills account on January 16, 2026. *See id.*

63. In a public statement issued on February 11, 2026, the Debtors explained, "In light of recent market and financial conditions, and to further the protection of clients and the firm, BlockFills took the action last week of temporarily suspending client deposits and withdrawals." *See* Exhibit 14 to **Exhibit B**.

64. After the suspension, the Debtors held two separate "town hall" meetings with their customers via Zoom on: February 9, 2026 at 9:00 AM CST ("Townhall 1"); and February 20, 2026 at 9:00 AM CST ("Townhall 2").

65. Both meetings were hosted by Mr. Perry and Mr. Wallace on behalf of the Debtors. Mr. Renzi participated in the town halls in his capacity as Chief Restructuring Officer.

66. Mr. Bertram attended both town halls on behalf of 1548199.

67. In these meetings, the Debtors again admitted to the commingling and misappropriating customer assets to cover their own expenses and losses.

68. The Debtors further admitted that they used these commingled customer funds and company assets, without limitation, to cover: expenses for various arbitrations (including for a settlement with Celsius Network); expenses for the purchase of crypto mining equipment; losses in connection with crypto mining operations; losses in connection with crypto mining hedging activities; and losses in connection with unsecured loans made to several entities (including to Aexa Digital Infrastructure, Babel, and CoinSource).

69. During the town halls, Mr. Perry admitted that the payment of these expenses and losses had caused a balance sheet shortfall of \$77 million as of December 31, 2025. He further admitted that this negative balance sheet remained the same through early February 2026.

70. During Townhall 1, BlockFills admitted that the language in the Terms of Business (*see* Exhibit 3 to **Exhibit B**) is "vague" and "not well written." BlockFills further admitted that they did not disclose their financial condition to new customers.

71. At Townhall 1, BlockFills presented slides indicating that the balance sheet shortfall was discovered in August 2025. The slides also included an overview of the operational costs and losses that were paid with the commingled customer assets.

72. Moreover, during Townhall 2, BlockFills admitted that its customers' digital assets were "not segregated per client" and were "not segregated on separate wallets per customer" but were commingled into "one balance sheet."

73. In these meetings, BlockFills admitted that the misappropriation is ongoing.

74. BlockFills intentionally concealed its misuse of funds from its customers, including Movants.

75. Upon information and belief, the Debtors' leadership became aware of the misappropriation of customer funds in August 2025 at the latest; at the same time, BlockFills knew of its material financial distress.

76. On July 23, 2025, the Debtors hired Joseph Perry as the Interim Chief Executive Officer. *See* Docket Document No. 3 at ¶ 42.

77. In August 2025, the Debtors hired Berkeley Research Group, LLC to assist them with their restructuring and financial reporting. *Id.*

78. The Board of Directors of debtor Reliz Technology Group Holdings, Inc. hired Mark Renzi as the Chief Restructuring Officer in August 2025. *Id.* at ¶ 1.

79. The Debtors retained these advisors based on the knowledge of their financial impairment and insolvency.

80. However, the Debtors did not disclose their material liquidity crisis, financial distress, inability to meet obligations, or existing defaults prior to Movants prior to their onboarding or prior to the deposits of their Client Assets on January 16, 2026.

81. At no time prior to Movants' onboarding or the deposits did the Debtors disclose that they had a negative balance sheet.

82. Despite knowingly concealing the misappropriation and balance sheet shortfall, the Debtors continued to accept customer deposits in January 2026, more than five months after they knew of their financial distress.

83. Furthermore, the Debtors continued to solicit trades and funds from clients, including Movants. *See, e.g.*, Exhibit 11 to **Exhibit B**.

84. The Debtors provided assurances to Movants that their Client Assets would be held as collateral without forced liquidation risk.

85. The Debtors represented to Movants that their Client Assets would be segregated from BlockFills' working capital.

86. The Debtors did not disclose to Movants that they were operating under known liquidity constraints.

87. Movants relied on the Debtors' representations of solvency and operational reliability in deciding to deposit the Client Assets as collateral on January 16, 2026.

88. Movants' reliance was justified because the Debtors had exclusive knowledge of their financial condition.

89. Had Movants known of the Debtors' financial distress, they would not have deposited the Client Assets on January 16, 2026.

90. When depositing the Client Assets on January 16, 2026, Movants believed that, consistent to their contractual requirements, the funds would be segregated from the Debtors' assets and from other customers' deposits.

#### **E. The Status of the Pre-Petition Litigation**

91. Prior to the Petition Date, on March 5, 2026, the Movants sought emergency injunction relief in the Illinois Action. *See* the Motion for Temporary Restraining Order and

Preliminary Injunction in the Illinois Action (Docket Document No. 5), filed on March 6, 2026, and attached hereto as **Exhibit C**.

92. The following day, Judge Kennelly entered an *ex parte* temporary restraining order (the "TRO") against the Debtors. *See* TRO in the Illinois Action (Docket Document No. 9), filed under seal on March 6, 2026.

93. The original expiration deadline of the TRO was March 20, 2026.

94. The Illinois Action was pending at the time of the Petition Date. Pursuant to Section 362(a) of the Bankruptcy Code, the proceedings are currently stayed as to the Debtors *only*. *See* Minute Entry in the Illinois Action (Docket Document No. 24), entered on March 18, 2026 (staying proceedings against debtors Reliz Technology Group Holdings Inc., Reliz Technologies LLC, Reliz Ltd., and Reliz CI Ltd.).

95. On March 20, 2026, Judge Kennelly extended the TRO as to the individual defendants (Patrick Perry, Nicholas Hammer, and Gordon Wallace) through April 3, 2026. *See* Minute Entry in the Illinois Action (Docket Document No. 25).

96. Through the TRO, these individuals (*and all persons acting in concert with them*) are enjoined from dissipating, depleting, transferring, encumbering, selling, assigning, or otherwise disposing of the Client Assets or any other assets belonging to Movants that are in the custody or control of the Debtors. *See* Docket Document No. 9 in the Illinois Action.

97. The individuals are also required to identify all wallets, accounts, and locations where the Client Assets, or their traceable proceeds, are held. *See id.*

98. Finally, they are enjoined from making any fraudulent conveyances or transfers of the Client Assets with the intent to hinder, delay, or defraud creditors or frustrate the enforcement of any judgment that may be rendered in the Movants' favor. *See id.* The individuals

cannot transfer any assets or funds currently held in the United States to any individual or entity outside of the United States. *See id.*

### **BASIS FOR RELIEF**

#### **A. Relief is Warranted under Section 362(d)(1) for Cause**

99. The automatic stay set forth in Section 362(a) of the Bankruptcy Code is not meant to be indefinite or absolute and this Court has the power to grant relief from the automatic stay in appropriate circumstances. *See Izzarelli v. Rexene Prods. Co. (In re Rexene Prods. Co.)*, 141 B.R. 574, 576 (Bankr. D. Del. 1992).

100. Pursuant to Section 362(d)(1) of the Bankruptcy Code, upon notice and a hearing, a court may lift the automatic stay "for cause, including the lack of adequate protection of an interest in property of such party in interest." 11 U.S.C. § 362(d).

101. The decision of whether to lift the stay for cause under Section 362(d) is committed to the sound discretion of the bankruptcy court and is reviewed only for an abuse of discretion. *In re American Classic Voyages, Co.*, 298 B.R. 222, 225 (D. Del. 2003).

102. "Cause" is not defined under Section 362(d) and is generally determined on a case-by-case basis after looking at the "totality of the circumstances." *Baldino v. Wilson (In re Wilson)*, 116 F.3d 87, 90 (3d Cir. 1997); *In re Rexene Products Co.*, 141 B.R. at 576 (citing *In re Fernstrom Storage & Van Co.*, 938 F.2d 731, 735 (7th Cir. 1991)).

103. Sufficient cause for relief from the automatic stay may be established by a desire to permit an action to proceed in another tribunal. *In re Rexene Products Co.*, 141 B.R. at 576.

104. When determining whether cause exists to modify the stay to continue the Illinois Action, this Court should apply a three-prong balancing test: (1) whether any great prejudice to either the bankrupt estate or the debtor will result from continuation of the civil suit; (2) whether

the hardship to the non-bankrupt party by maintenance of the stay considerably outweighs the hardship to the debtor; and (3) whether the creditor has a probability of prevailing on the merits." *Id.*

105. A balancing of the relative hardships in this case favors lifting the automatic stay to permit the Movants to continue the Illinois Action through the entry of final judgment.

106. Here, the first prong is satisfied since permitting the Illinois Action to proceed will not cause great prejudice to the Debtors or the bankruptcy estates. The Illinois Action does not involve core reorganization issues and will not interfere with the Debtors' ability to formulate and confirm a plan of reorganization that is consistent with legal requirements. The Third Circuit perceives "no great prejudice to the bankruptcy estate in granting relief from the stay" where such "relief will expedite the resolution" of the movant's claim and the claim "can be resolved more quickly in [the other court] than in the bankruptcy proceedings." *In re Wilson*, 116 F.3d at 91. Permitting the Movants to continue prosecuting the Illinois Action will expedite the liquidation of their claim without diverting significant estate resources.

107. As for the second prong, the hardship to the Movants from maintenance of the stay considerably outweighs any hardship to the Debtors here. The Illinois Action involves claims against non-debtor defendants who are not protected by the automatic stay. In *Rexene*, the Delaware Bankruptcy Court found that the hardship to the movants outweighs the hardship of the debtor where the movants would be exposed to the risk of duplicative litigation if the stay were maintained. 141 B.R. at 577. Similarly, here, if the stay is maintained, the Movant would be forced to litigate against the individual defendants in the Illinois Action while simultaneously participating actively in the Chapter 11 Cases, which will result in duplicative proceedings and wasted judicial (and party) resources. "Judicial economy dictates a prompt resolution in a single

forum and with the same judge who was originally assigned to the case." *Id.* The Illinois Action is pending before Judge Kennelly, who is already familiar with the case; he has entered (and extended) a TRO. *See* Docket Document Nos. 9 and 25 in the Illinois Action. Furthermore, all four Debtors admittedly maintain their principal place of business in Illinois; it is the most convenient venue for the parties and the key witnesses. The Debtors' longtime counsel is local to the forum and already familiar with the parties and the surrounding circumstances.

108. Finally, the third prong is satisfied here as Movants have already demonstrated that they have a reasonable probability of prevailing on the merits of their conversion claim in the Illinois Action. To prove conversion in Illinois, Movants must establish that: (1) they have a right to the property at issue; (2) they have an absolute and unconditional right to the immediate possession of the property; (3) they made a demand for possession; and (4) BlockFills wrongfully and without authorization assumed control, dominion, or ownership over the property. *In re Karavidas*, 2013 IL 115767, ¶ 61. When entering the TRO, Judge Kennelly explicitly found that the Movants had shown that they are reasonably likely to succeed on the merits on their conversion claim against Debtors by demonstrating all four requisite elements. *See* Docket Document No. 9 in the Illinois Action. Movants have a right to the property at issue; Movants have an absolute and unconditional right to the immediate possession of the Client Assets; Movants made a demand for possession; and BlockFills wrongfully and without authorization assumed control, dominion, or ownership over the property. *See id.*; *see also In re Karavidas*, 2013 IL 115767, ¶ 61.

109. Among other materials, Judge Kennelly reviewed and considered Movants' verified complaint and the exhibits attached thereto when entering the TRO. *See* Docket Document No. 9 in the Illinois Action; *see also Exhibit B.*

110. Furthermore, the claims asserted in the Illinois Action arise from the Debtors' alleged misconduct in managing customer assets; Movants have substantial evidence supporting their claims, which include Debtors' own admissions. *See id.* The Client Assets are specific and identifiable; they are traceable through blockchain evidence and through BlockFills' custody records. Movants are the sole owners of the Client Assets; they did not enter into an agreement with Debtors to transfer full ownership of any of the deposited assets to BlockFills.

#### **NO UNDUE HARDSHIP TO THE DEBTORS**

111. Granting the relief requested herein will not cause undue hardship to the Debtors or to the bankruptcy estates. The Illinois Action is pending before the Honorable Matthew F. Kennelly, an experienced federal judge who is fully capable of efficiently adjudicating the claims asserted therein to judgment. Continuation of the Illinois Action will not divert significant estate resources as the Movants' claim must be adjudicated in any event.

112. In contrast, the continued imposition of the automatic stay causes harm to the Movants by delaying the adjudication of the Movants' claims and preventing them from pursuing their remedies against the individual defendants and the Debtors in the same forum at the same time.

#### **WAIVER OF FOURTEEN-DAY STAY**

113. The Movants respectfully request that this Court waive the fourteen-day stay of any order granting relief from the automatic stay as provided under Bankruptcy Rule 4001(a)(3). Cause exists to waive the fourteen-day stay because the Illinois Action is currently pending and may be subject to scheduling orders or deadlines imposed by Judge Kennelly, and any delay in obtaining relief from the automatic stay may prejudice the Movants' ability to comply with such orders or deadlines.

### RESERVATION OF RIGHTS

114. The Movants expressly reserve, and do not waive, any and all of their rights, claims, causes of action, and defenses in connection with the Client Assets under the Bankruptcy Code, applicable law, or otherwise against the Debtors, any successor in interest, and any and all third parties. Further, by filing this Motion, the Movants do not waive any rights with respect to their ability to assert claims in the Chapter 11 Cases, and they reserve all rights with respect thereto.

### NOTICE

115. Notice of this Motion has been provided to: (a) the Debtors and their counsel, (b) the Office of the United States Trustee, and (c) all parties who have filed a notice of appearance in these Chapter 11 cases pursuant to Bankruptcy Rule 2002. The Movants submit that such notice is sufficient under the circumstances and that no other or further notice is required.

### CONCLUSION

WHEREFORE, the Movants respectfully request that this Court enter an order, substantially in the form attached hereto as **Exhibit A**: (a) granting relief from the automatic stay imposed by Section 362(a) of the Bankruptcy Code to permit the Movants to continue prosecuting Case No. 1:26-cv-02451 (pending in the United States District Court for the Northern District of Illinois before the Honorable Matthew F. Kennelly) through entry of final judgment; (b) waiving the fourteen-day stay under Bankruptcy Rule 4001(a)(3); and (c) granting the Movants such other and further relief as this Court deems just and proper.

Dated: March 23, 2026

/s/ Michael Busenkell  
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# **EXHIBIT A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

RELIZ TECHNOLOGY GROUP HOLDINGS  
INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 26-10371 (TMH)

(Jointly Administered)

**ORDER GRANTING MOTION OF 1548199 ALBERTA LTD. AND ROBERT J.  
BERTRAM FOR RELIEF FROM STAY PURSUANT TO 11 U.S.C. § 362**

Upon the Motion<sup>2</sup> of 1548199 Alberta Ltd. and Robert J. Bertram (together, the "Movants") for entry of an order (this "Order") granting relief from the automatic stay imposed by 11 U.S.C. § 362 to permit the Movants to continue prosecuting a pending action in the United States District Court for the Northern District of Illinois, as more fully set forth in the Motion; and upon consideration of the Motion and its exhibits, including the verified Corrected Complaint filed in the Illinois Action; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(G); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and a hearing having been held to consider the relief

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Reliz Technology Group Holdings Inc. (6265); Reliz Technologies LLC (1968); Reliz LTD (N/A); and Reliz CI LTD (N/A). The Debtors' service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

requested in the Motion (the "Hearing"); and upon consideration of the Motion and the record of the Hearing; and after due deliberation and sufficient cause appearing therefor; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is **GRANTED**.
2. The automatic stay imposed by Section 362(a) of the Bankruptcy Code is hereby modified and annulled to permit the Movants to continue prosecuting Case No. 1:26-cv-02451 pending in the United States District Court for the Northern District of Illinois before the Honorable Matthew F. Kennelly (the "Illinois Action"), through entry of final judgment.
3. The Movants are authorized to take any and all actions necessary to prosecute the Illinois Action, including, without limitation, conducting discovery, filing and responding to motions, engaging in settlement discussions, and proceeding to trial.
4. The fourteen-day stay of this Order provided by Bankruptcy Rule 4001(a)(3) is hereby waived.
5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

# **EXHIBIT B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

1548199 Alberta Ltd. and Robert  
J. Bertram,

Plaintiff,

v.

Reliz Technology Group Holdings  
Inc., Reliz Technologies, LLC,  
Reliz Ltd., Reliz CI Ltd., Joseph  
Patrick Perry, Nicholas Hammer,  
and Gordon Wallace,

Defendants.

Case No. 26-CV-02451

**CORRECTED COMPLAINT**

Plaintiffs, 1548199 Alberta Ltd. and Robert J. Bertram (collectively, "Plaintiffs"), by and through their attorneys, the Patterson Law Firm, LLC, for their Complaint against Defendants, Reliz Technology Group Holdings Inc., Reliz Technologies LLC, Reliz Ltd., Reliz CI Ltd., Joseph Patrick Perry, Nicholas Hammer, and Gordon Wallace (collectively, "Defendants"),<sup>1</sup> state as follows:

**NATURE OF THE ACTION**

This action arises from BlockFills' ongoing misappropriation of customer assets and its fraudulent concealment of that misappropriation. In January 2026, Plaintiffs delivered 40.001 Bitcoin and 650,050.00 USD

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<sup>1</sup> Defendants Reliz Technology Group Holdings Inc., Reliz Technologies LLC, and Reliz Ltd. will hereinafter be referred to as "BlockFills." Defendant Reliz Ltd. does business as "BlockFills," and all of the defendant companies use the word as a trade name.

Coin to BlockFills for *custody and collateral purposes only*. By depositing these assets into their BlockFills account, Plaintiffs did not transfer ownership of the assets to Defendants. However, BlockFills continues to unlawfully retain custody of and control over Plaintiffs' specific, identifiable digital assets. Through this action, Plaintiffs seek the immediate release and return of their digital assets and additional relief. In a separate motion, Plaintiffs are seeking emergency injunctive relief to prevent BlockFills from further depleting or transferring its property.

### **PARTIES**

1. Plaintiff 1548199 Alberta Ltd. ("1548199") is an Alberta Business Corporation with its registered office in Ardrossan, Alberta, Canada. See Registry ID No. 2015481993. The company's principal place of business is located at 21149 Township Road 524 in Strathcona County, Alberta T8G2E9. 1548199 is not a citizen of Illinois, Delaware, or the Cayman Islands.

2. Plaintiff Robert J. Bertram ("Mr. Bertram") is an individual and a resident of Canada. He is a director, officer, and authorized representative of 1548199. Mr. Bertram is not a citizen of Illinois, Delaware, or the Cayman Islands.

3. Defendant Reliz Technology Group Holdings Inc. is a domestic corporation formed under the laws of Delaware on June 27, 2019. See File No. 7489689. Its headquarters and principal place of business is located in Illinois (at 401 W. Ontario Street, Suite 400 in Chicago, Illinois

60654). Upon information and belief, Defendant Reliz Technology Group Holdings Inc. is not a citizen of Canada. Defendant Reliz Technology Group Holdings Inc. is a holding company with numerous subsidiaries, including Defendant Reliz Ltd. and Defendant Reliz Technologies LLC.

4. Defendant Reliz Technologies LLC is a domestic limited liability company formed under the laws of Illinois on January 3, 2019. *See* File No. 07463553. Its headquarters and principal place of business is located in Illinois (at 401 W. Ontario Street, Suite 400 in Chicago, Illinois 60654). Upon information and belief, neither Defendant Reliz Technologies LLC nor any of its members are citizens of Canada.

5. Defendant Reliz Ltd. is an exempted limited company incorporated under the laws of the Cayman Islands on April 12, 2019. *See* Filing No. 334235. The company's headquarters and principal place of business is located in Illinois (at 401 W. Ontario Street, Suite 400 in Chicago, Illinois 60654). Upon information and belief, Defendant Reliz Ltd. is not a citizen of Canada. Defendant Reliz Ltd. executes principal trading transactions, manages a lending book for clients, and receives revenue from owned cryptocurrency mining machines.

6. Defendant Reliz CI Ltd. is an exempted limited company incorporated under the laws of the Cayman Islands on November 22, 2024. *See* Filing No. 415970. Defendant Reliz CI Ltd. is the sole director of Defendant Reliz Ltd. Upon information and belief, Defendant Reliz CI Ltd. is not a citizen of Canada.

7. Defendant Joseph Patrick Perry ("Mr. Perry") is an individual and a resident of Illinois. Upon information and relief, he is not a citizen or resident of Canada. Mr. Perry is the sole director of Defendant Reliz CI Ltd. He is also the Interim Chief Executive Officer of Defendant Reliz Ltd.

8. Defendant Nicholas Hammer ("Mr. Hammer") is an individual and a resident of Chicago, Illinois. Upon information and relief, he is not a citizen or resident of Canada. Mr. Hammer is a manager of Defendant Reliz Technologies LLC. He was also the Co-Founder and former Chief Executive Officer of Defendant Reliz Ltd.

9. Defendant Gordon Wallace ("Mr. Wallace") is an individual and a resident Winnetka, Illinois. Upon information and relief, he is not a citizen or resident of Canada. Mr. Wallace is a manager of Defendant Reliz Technologies LLC. He is also the President and Co-Founder of Defendant Reliz Ltd.

#### **JURISDICTION AND VENUE**

10. This Court has subject matter jurisdiction over this dispute pursuant to 28 U.S.C. § 1332(a) because the amount in controversy exceeds \$75,000 and the parties are citizens of different States and a foreign state.

11. Further, this Court has personal jurisdiction over all Defendants pursuant to 735 ILCS 5/2-209 because, *inter alia*, Defendants transacted business within Illinois, solicited deposits from and communicated with customers (including Plaintiffs) through Illinois-

based representatives, committed tortious acts within Illinois by making fraudulent misrepresentations and/or omissions through Illinois-based representatives and operations, and performed the acts and/or described herein in Illinois. Illinois is the principal place of business for at least three of the corporate defendants (Reliz Technology Group Holdings Inc., Reliz Technologies LLC, and Reliz Ltd.), who are also headquartered in Chicago, Illinois. Moreover, Defendant Reliz Technologies LLC is a limited liability company formed under the laws of Illinois.

12. Venue in this District is also proper venue for this case pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims herein occurred in this District. All individual defendants are residents of this District, and numerous corporate defendants are residents of this District (since their headquarters and principal places of business are located in this District and they do business in this District).

## **FACTUAL ALLEGATIONS**

### **Account Application and Onboarding**

13. Under the trade name "BlockFills," the corporate defendants operate an online digital asset trading platform that facilitates the buying, selling, exchange, and storage of cryptocurrency.

14. In or about December 2025, Mr. Bertram began communications with BlockFills about 1548199 becoming a customer.

15. On or about December 10, 2025, Mr. Bertram submitted an

application for a BlockFills legal entity account on behalf of 1548199 (the "Application Agreement"). See **Exhibit 1**; a blank copy of the Application Agreement is attached hereto as **Exhibit 2**).<sup>2</sup>

16. The Application Agreement contains a critical provision regarding the segregation of customer funds, in which BlockFills represented and agreed to keep customer money "segregated" from Blockfills' working capital:

Client Money: That as a Professional Client and according to clause 6 of the trading agreement, you hereby acknowledge (unless Blockfills.com agrees is [sic] writing in a separate letter) that;

(1) money deposited by you with Blockfills.com will be segregated from the working capital of Blockfills.com until you execute an order through Blockfills.com; As a consequence of executing an order, Blockfills.com has the right to move your money in any amount not to exceed the amount of the trade to its counterparties at its sole discretion . . .

See **Exhibit 2** at Page 7.

17. The Application Agreement also includes and incorporates several additional agreements, including the Professional Electronic Trading Agreement. See **Exhibit 2** at Pages 6-7. The application also included a link to view Defendant Reliz Ltd.'s Terms of Business and Client Agreement (the "Terms of Business"). Attached hereto as **Exhibit 3**.

18. Defendant Reliz Ltd. was the drafter of **Exhibit 2** and **Exhibit 3**. Plaintiffs were neither invited nor allowed to edit the documents.

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<sup>2</sup> At the time of this Complaint, Plaintiffs do not have access to a copy of their executed Application Agreement. Plaintiff Robert J. Bertram's 735 ILCS 5/2-606 Affidavit is attached hereto and hereby made part of this Complaint.

19. After communicating with Ross Kleiman, BlockFills' General Counsel, Plaintiffs executed a Non-Disclosure Agreement with Defendant Reliz Technology Holdings, Inc. on December 12, 2025. Attached hereto as **Exhibit 4**.

20. On December 12, 2025, BlockFills had an initial call with Mr. Bertram to introduce Plaintiffs to the company's system and to guide them through the onboarding process. BlockFills representatives John Divine, Gian Dardet, and Andrew Iwaszkiewicz were present on the call.

21. During the meeting, Mr. Bertram specifically expressed concerns regarding the counterparty risk associated with BlockFills having custody or control of 1548199's digital assets.

22. In response, the representatives stated that BlockFills was "as good as it gets" in the market.

23. The representatives emphasized their background in traditional finance and represented that BlockFills was "unfazed by the October 10 liquidation event" that affected other similar firms; they also stated that BlockFills' operations were "materially more reliable than other market participants."

24. During this meeting, Mr. Bertram informed the representatives that 1548199 did not intend on selling its significant digital assets through BlockFills; instead, they sought to use the assets only as collateral to hedge positions and generate yield.

25. In response, the BlockFills representatives advised Mr. Bertram that asset custody could be structured through a third-party custodian with a tri-party arrangement.

26. To discuss tri-party collateral management and custody arrangements, the BlockFills representatives introduced Plaintiffs to Balance, a third-party digital asset custodian. Thereafter, 1548199 commenced the KYC process with Balance.

27. After the December 12 meeting, but before 1548199 was onboarded as a client or deposited any assets, BlockFills publicly boasted about its recent achievements and expansion in its "2025 Year in Review." Attached hereto as **Exhibit 5** (originally posted on December 30, 2025). The post highlighted that BlockFills transacted over \$61.1 billion in volume in 2025, which was up 28% from its 2024 figures. *Id.* BlockFills noted that it serves over 2,000 institutional clients across over 95 countries. *Id.* The year-end update did not address any financial hardships or other concerns facing BlockFills. *Id.*

28. On January 5, 2026, BlockFills accepted 1548199's application and assigned it an account number (No. B16345). *See Exhibit 6.* Again, BlockFills circulated a copy of the Terms of Business. *See id.*; **Exhibit 3.**

29. Thereafter, 1548199 was onboarded as a BlockFills client. *See id.*

30. Prior to, during, and after the onboarding process, Plaintiffs had numerous conversations with BlockFills representatives (including Andrew Iwaszkiewicz, John Divine, and Perry Parker).

31. In these conversations, Plaintiffs were very clear that they did not wish to sell any of their cryptocurrency due to Canadian tax considerations; Plaintiffs and BlockFills representatives always referred to BTC and USDC as "collateral" in these discussions.

32. BlockFills advised Plaintiffs that any assets transferred to BlockFills would be put into 1548199's cash portfolio account and that assets would only be moved to a margin account as collateral for each particular trade.

33. BlockFills advised Plaintiffs that the general collateral amount for each trade would be 25 percent.

### **The Client Assets**

34. Digital currencies like cryptocurrency are decentralized; they are not held in a bank or other institution.<sup>3</sup> Instead, digital currencies are distributed across a network of computers via a technology called a blockchain. *Id.* When an individual buys cryptocurrency, they receive both a private key and a public key (which together are known as an "address"). A private key is like a password—a string of letters and numbers—that allows the individual to access and manage the cryptocurrency funds. *Id.* A public key works like an e-mail address; it can be safely shared with others to send or receive funds. *Id.* Since cryptocurrency blockchains are open, all public key and transaction

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<sup>3</sup> See *What is a Private Key?*, Coinbase, <https://www.coinbase.com/learn/crypto-basics/what-is-a-private-key> (last visited March 4, 2026).

information is available for anyone to see. *Id.* A digital address (a public key and its corresponding private key) can be stored online in a virtual wallet. *Id.*

35. To begin using their account, Plaintiffs were required to provide BlockFills with information about their banks and cryptocurrency wallets. *See Exhibit 6.*

36. Once BlockFills received and approved Plaintiffs' originating wallets, BlockFills' deposit wallets were added manually into 1548199's account by a BlockFills employee.<sup>4</sup> Plaintiffs were encouraged to contact BlockFills representatives to ask for a wallet to be added. *Id.* at 3:22.

37. On January 16, 2026, Plaintiffs funded 1548199's account with 40.001 Bitcoin (BTC) and 650,050 USD Coin (USDC) to be used as collateral (together, the "Client Assets").

38. First, Plaintiffs transferred their 650,050 USDC directly into one of BlockFills' wallets through two transfers of 50 USDC<sup>5</sup> and 650,000 USDC.<sup>6</sup>

39. Next, Plaintiffs transferred their 40.001 BTC from a wallet pre-approved by BlockFills (the "BTC Originating Wallet")<sup>7</sup> to one of

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<sup>4</sup> *See* "Vision Trader: Settlements Tab Walk-Through" video at 3:15, <https://www.youtube.com/watch?v=JBBIQc43vm4&list=PLaqGIpqy4KhpoFL4Nw75MFbf-39zWPzjv&index=8&t=1s> (last visited March 4, 2026).

<sup>5</sup> *See Exhibit 7*; Transaction Hash ID. No. 0x020166928375c36d8954ba39d64c47348d0e74f157fe4dfabce808840d1a6a86.

<sup>6</sup> *See Exhibit 8*; Transaction Hash ID No. 0xd5da20037a8455096c5a3038fe92e10be914990d651769584cbd6f02a43433c7.

<sup>7</sup> *See Exhibit 9; Exhibit 10*; Wallet No. bc1qaz6hqscqsx26vpyjcla52ftycsvj0wfu0xpga3.

BlockFills' empty wallets (the "BTC Deposit Wallet").<sup>8</sup> Plaintiffs sent the BTC through two transfers of 0.001 BTC and 40 BTC.<sup>9</sup>

40. Within minutes of each transfer, BlockFills representatives confirmed receipt of the received Bitcoin then swept assets out of the BTC Deposit Wallet and into a different wallet.<sup>10</sup> Each sweep was to a wallet controlled completely by BlockFills. *See id.*

41. BlockFills immediately commingled 1548199's BTC with other assets belonging to BlockFills and/or other customers. Within 1.5 hours, the BTC Deposit Wallet was completely empty with a balance of 0 BTC. *See Exhibit 10.*

#### **Suspension of Withdrawals and Admissions of Misappropriation**

42. On February 5, 2026, Mr. Bertram received a call from John Divine, advising that there had been an issue at BlockFills and that the company had defaulted on a customer deposit.

43. During the call, Mr. Bertram asked Mr. Divine to organize a call between Plaintiffs and BlockFills' leadership. The call was scheduled for February 6, 2026, at 10:00 AM CST.

44. On February 6, 2026, at 7:29 AM GMT (1:29 AM CST), Mr. Bertram received an e-mail from BlockFills notifying him that an

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<sup>8</sup> *See* Wallet No. 1NCroWLG9GvhtM18kKLx4LjyqSPp9RD6ZJ.

<sup>9</sup> *See Exhibit 10*; Transaction Hash ID No. 3741053893fb85477aed7dd83cba35cab0bc684a5872cd5f0885d328d0f7bdff; Transaction Hash ID No. 02e6674fd5e8f222781f7a1836d556ecdec83e7e23bf4716b763ddafc6639ba.

<sup>10</sup> *See Exhibit 10*; Transaction Hash ID No. 20897841f7abecc7d57ee4fbd892840a06fb4a7c6d030dedfe0d7bee888f0a0; Transaction Hash ID No. b375e53fa34a61dcfcc8ecd0be3c74926446c251d9d099d4adb5b2c2e6f5b55a.

additional bank account had been approved for 1548199's account.

Attached hereto as **Exhibit 11**.

45. Notwithstanding the default update from Mr. Divine, the e-mail stated that Plaintiffs could "now fund [their] BlockFills account from [the] approved bank and/or request withdrawals to that bank. For deposit information or to make a withdrawal request, login to the BlockFills Client Portal." *Id.*

46. On February 6, 2026, at 10:00 AM CST, Mr. Bertram attended the scheduled call with BlockFills representatives. Defendant Joseph Perry, Defendant Gordon Wallace, and Mark Renzi (from the Berkeley Research Group, LLC) were present on the call. Mr. Renzi was participating in his capacity as the Chief Restructuring Officer of Defendant Reliz Ltd.

47. During this meeting, Mr. Perry admitted that he had discovered a "large hole" in BlockFills' balance sheet. He further explained that BlockFills was facing a liquidity crisis that made the company unable to honor customer withdrawal requests.

48. Mr. Perry also admitted that BlockFills commingled customer assets with firm assets.

49. Before this call, BlockFills had not previously disclosed any asset commingling or financial issues to Plaintiffs.

50. After the call, on February 6, 2026, at 5:20 PM GMT (11:20 AM CST), BlockFills notified Plaintiffs that they had suspended client

deposits and withdrawals for all customers. See E-mail, attached hereto as **Exhibit 12**.

51. As a result of the suspension, Plaintiffs have been unable to withdraw any funds, including Client Assets that they deposited with BlockFills as collateral, from their BlockFills account.

52. Furthermore, Plaintiffs have been prevented from accessing or otherwise exercising its possessory rights over the Client Assets since February 6, 2026, even though such assets are owned by Plaintiffs.

53. On February 6, 2026, at around 3:00 PM GMT (9:00 AM CST), Plaintiffs provided formal written notice to BlockFills rescinding all contracts between the parties. See **Exhibit 13**.

54. Plaintiffs concurrently requested the return of the Client Assets deposited into their BlockFills account on January 16, 2026. See *id.*

55. As of the filing of this Complaint, BlockFills has neither returned any portion of the Client Assets, nor provided any assurance or verification that the Client Assets still exist or remain in Blockfills' custody, possession, or control.

56. In a public statement issued on February 11, 2026, BlockFills explained, "In light of recent market and financial conditions, and to further the protection of clients and the firm, BlockFills took the action last week of temporarily suspending client deposits and withdrawals." See **Exhibit 14**.

57. To date, BlockFills has held two separate "town hall" meetings with its customers via Zoom on: February 9, 2026 at 9:00 AM CST ("Townhall 1"); and February 20, 2026 at 9:00 AM CST ("Townhall 2").

58. Both meetings were hosted by Mr. Perry and Mr. Wallace on behalf of BlockFills. Mr. Renzi participated in the town halls in his capacity as Chief Restructuring Officer.

59. Mr. Bertram attended both town halls on behalf of 1548199.

60. In these meetings, BlockFills again admitted to the commingling and misappropriating customer assets to cover its own expenses and losses.

61. BlockFills further admitted that it used these commingled customer funds and company assets, without limitation, to cover: expenses for various arbitrations (including for a settlement with Celsius Network); expenses for the purchase of crypto mining equipment; losses in connection with crypto mining operations; losses in connection with crypto mining hedging activities; and losses in connection with unsecured loans made to several entities (including to Aexa Digital Infrastructure, Babel, and CoinSource).

62. During the town halls, Mr. Perry admitted that the payment of these expenses and losses had caused a balance sheet shortfall of \$77 million as of December 31, 2025. He further admitted that this negative balance sheet remained the same through early February 2026.

63. During Townhall 1, BlockFills admitted that the language in the Terms of Business (see **Exhibit 3**) is "vague" and "not well written." BlockFills further admitted that they did not disclose their financial condition to new customers.

64. At Townhall 1, BlockFills presented slides indicating that the balance sheet shortfall was discovered in August 2025. The slides also included an overview of the operational costs and losses that were paid with the commingled customer assets.

65. Moreover, during Townhall 2, BlockFills admitted that its customers' digital assets were "not segregated per client" and were "not segregated on separate wallets per customer" but were commingled into "one balance sheet."

66. In these meetings, BlockFills admitted that the misappropriation is ongoing.

### **Knowledge and Concealment of the Misappropriation**

67. BlockFills intentionally concealed its misuse of funds from its customers, including Plaintiffs.

68. Per Townhall 1, BlockFills' leadership became aware of the misappropriation of customer funds in August 2025.

69. Upon information and belief, at the same time, BlockFills knew of its material financial distress.

70. Upon information and belief, BlockFills retained restructuring

advisors—including Katten Muchin Roseman LLP and Berkeley Research Group, LLC—to develop a preliminary restructuring plan in August 2025.

71. BlockFills retained these advisors based on the knowledge of its financial impairment and insolvency.

72. However, BlockFills did not disclose its material liquidity crisis, financial distress, inability to meet obligations, or existing defaults prior to Plaintiffs prior to their onboarding or prior to the deposits of their Client Assets on January 16, 2026.

73. At no time prior to Plaintiffs' onboarding or the deposits did BlockFills disclose that it had a negative balance sheet.

74. Despite knowingly concealing the misappropriation and balance sheet shortfall, BlockFills continued to accept customer deposits in January 2026, more than five months after they knew of their financial distress.

75. Furthermore, BlockFills continued to solicit trades and funds from clients, including Plaintiffs. *See e.g.*, **Exhibit 11**.

76. BlockFills provided assurances to Plaintiffs that their Client Assets would be held as collateral without forced liquidation risk.

77. BlockFills did not disclose to Plaintiffs that they were operating under known liquidity constraints.

78. Plaintiffs relied on BlockFills' representations of solvency and operational reliability in deciding to deposit the Client Assets as collateral

on January 16, 2026.

79. Plaintiffs' reliance was justified because BlockFills had exclusive knowledge of their financial condition.

80. Had Plaintiffs known of BlockFills' financial distress, they would not have deposited the Client Assets on January 16, 2026.

81. As a result of BlockFills' conduct, Plaintiffs remain unable to access or withdraw the Client Assets or any assets held in their account with BlockFills.

82. Plaintiffs have lost the use of these assets and have suffered economic loss.

83. The value of the Client Assets is substantial and will be determined at trial.

84. In addition to the value of the Client Assets themselves, Plaintiffs have also suffered additional damages, including lost business, investment, and trading opportunities as a result of their inability to access its assets.

85. Plaintiffs have suffered, and will continue to suffer, other consequential damages, including litigation and collection costs, as a result of BlockFills' conduct.

**COUNT 1**  
**RESCISSION FOR FRAUDULENT INDUCEMENT AND MATERIAL OMISSION**  
**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

86. Plaintiffs repeat and reallege the allegations of Paragraphs 1 through 85 of this Complaint, as if fully set forth herein.

87. Plaintiffs and BlockFills entered into contracts governing Plaintiffs' BlockFills account, including the Application Agreement and the Terms of Business. *See* **Exhibit 2; Exhibit 3**.

88. These agreements governed the deposit and custody of Plaintiffs' digital assets.

89. By way of summary and not limitation, BlockFills made misrepresentations of material facts to Plaintiffs in December 2025 and January 2026, including that: BlockFills was "as good as it gets" in the market; BlockFills were "unfazed by the October 10 liquidation event" affecting other crypto firms; and BlockFills' operations were "materially more reliable than other market participants."

90. These representations were false because BlockFills knew of their material financial distress as early as August 2025.

91. Further, BlockFills omitted material facts necessary to make their representations not misleading.

92. By way of summary and not limitation, BlockFills failed to disclose that: they had a negative balance sheet of approximately \$77 million

dollars; they had retained a Chief Restructuring Officer in August 2025; they were commingling customer assets with firm assets; they were using customer funds to satisfy corporate liabilities; they were operating under known liquidity constraints; and they were unable to honor customer withdrawals.

93. These omissions were material because they related to BlockFills' ability to safeguard Plaintiffs' assets and meet their obligations.

94. At the time the representations were made to Plaintiffs, BlockFills knew or believed that they were false or made them with reckless indifference to the truth.

95. BlockFills knew of their financial distress in August 2025, more than five months before Plaintiffs' deposits.

96. BlockFills knew they were commingling customer assets and using customer funds for improper corporate purposes.

97. BlockFills intended to induce Plaintiffs to deposit assets.

98. BlockFills continued to solicit and accept customer deposits, including Plaintiffs' funds, despite knowledge of insolvency.

99. BlockFills' purpose in making representations and omitting material facts was to induce Plaintiffs to deposit assets.

100. Plaintiffs did not know the falsity of the representations and reasonably believed the statements to be true.

101. Plaintiffs reasonably relied on BlockFills' representations and

omissions to their detriment.

102. Relying on the truth of BlockFills' statements, Plaintiffs deposited 40.001 BTC and 650,050 USDC in reasonable reliance on BlockFills' representations on January 16, 2026.

103. Plaintiffs would not have deposited these assets had BlockFills disclosed their financial distress.

104. Plaintiffs' reliance was justified.

105. BlockFills had exclusive knowledge of their financial condition.

106. BlockFills made affirmative representations of reliability and solvency.

107. Plaintiffs had no reason to believe BlockFills was insolvent or financially distressed.

108. Plaintiffs have suffered and will continue to suffer damages as a result of their reliance on BlockFills' misrepresentations and omissions.

109. Upon discovery of BlockFills' fraudulent representations, Plaintiffs formally provided written notice to BlockFills rescinding all the parties' agreements on February 6, 2026. *See* **Exhibit 13**.

110. Plaintiffs concurrently demanded the return of the Client Assets deposited on January 16, 2026, with a reservation of all rights and remedies. *See id.*

111. Despite such demands, BlockFills has neither returned any portion of the Client Assets, nor provided any assurance or verification that the

Client Assets still exist or remain in Blockfills' custody, possession, or control.

112. 1548199 remains unable to access or withdraw the deposited assets.

113. Plaintiffs have lost the use of the assets and have suffered economic loss.

114. The value of Plaintiffs' transferred assets is approximately \$4,470,705.52 or more depending on BTC market price.

115. Plaintiffs have no adequate remedy at law.

116. Plaintiffs hereby restate their intent to rescind the parties' contracts. Because the contracts were induced through fraud and material omissions, Plaintiffs seek rescission *ab initio*, rendering the agreements void from inception. Plaintiffs hereby restate their intent to restore both parties to the pre-contract status quo.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC, by ordering: the rescission of the contracts between the parties (thereby voiding the contracts and restoring the parties to their pre-contract status quo); the return of the Client Assets initially deposited by Plaintiffs into their BlockFills account (40.001 BTC and 650,050 USDC); consequential

damages, along with attorney's fees and costs; and any such other and further relief as the court may deem proper.

**COUNT 2  
BREACH OF CONTRACT (IN THE ALTERNATIVE)**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

117. Plaintiffs repeat and reallege the allegations of Paragraphs 1 through 85 of this Complaint, as if fully set forth herein.

118. Valid contracts existed between Plaintiffs and BlockFills governing Plaintiffs' BlockFills account, including the Application Agreement and the Terms of Business. See **Exhibit 2; Exhibit 3**.

119. Plaintiffs performed their obligations under these contracts by completing the application and onboarding processes in good faith and by depositing digital assets as collateral.

120. Plaintiffs deposited 40.001 BTC and 650,050 USDC (the "Client Assets") into their BlockFills account as anticipated by the agreements.

121. The Application Agreement explicitly provides that money deposited by customers with BlockFills will be segregated from their working capital. See **Exhibit 2** at Page 7.

122. Pursuant to the Application Agreement, BlockFills warranted and agreed to keep 1548199's funds segregated from its working capital and, when 1548199 is placing an order, to move money only in the amount of the trade. *Id.*

123. BlockFills breached the Application Agreement by failing to keep

1548199's funds segregated and failing to use the funds for trades by 1548199 only.

124. The Terms of Business explicitly states that any provide that money deposited by 1548199 into its BlockFills account will be treated "in accordance with standard account segregation rules except where [1548199] enters into an agreement with BlockFills to transfer full ownership of money to BlockFills." **Exhibit 3** at Section 13; *see also* Page 17 (Authorization to Transfer Funds).

125. 1548199 did not enter into an agreement with BlockFills to transfer full ownership of any of the deposited Client Assets to BlockFills.

126. Pursuant to the Terms of Business, BlockFills warranted and agreed to keep 1548199's funds segregated from their working capital and from other customer accounts.

127. BlockFills breached the Terms of Business by failing to keep 1548199's funds segregated.

128. During the town halls, and during separate phone calls with Mr. Bertram, BlockFills admitted that its customers' digital assets were "not segregated per client" and were "not segregated on separate wallets per customer."

129. Furthermore, within minutes of each of 1548199's Bitcoin transfers, BlockFills representatives confirmed receipt then swept the BTC into a different wallet controlled completely by BlockFills.

130. BlockFills immediately commingled 1548199's BTC with other

assets belonging to BlockFills and/or other customers.

131. Upon information and belief, BlockFills further breached the Application Agreement and the Terms of Business by using 1548199's assets to pay for its own expenses.

132. BlockFills breached its contracts with 1548199 by commingling the Client Assets with firm assets in violation of its custody obligations.

133. The Application Agreement and the Terms of Business include an implied covenant of good faith and fair dealing. This implied covenant requires each contracting party not to do anything that will have the effect of destroying or injuring the other party's right to receive its bargained-for benefits under the Application Agreement.

134. Further, BlockFills implied covenant of good faith and fair dealing by failing to disclose material information to 1548199 regarding its financial condition.

135. BlockFills breached the implied covenant of good faith and fair dealing by misappropriating 1548199's funds for its own use.

136. BlockFills breached the implied covenant of good faith and fair dealing by concealing its misappropriation of 1548199's funds.

137. BlockFills breached the implied covenant of good faith and fair dealing by suspending customer withdrawals in February 2026.

138. BlockFills breached the implied covenant of good faith and fair dealing by refusing to return 1548199's funds.

139. BlockFills had a duty to perform their obligations under the

contracts in good faith.

140. BlockFills failed to act in good faith by concealing their known insolvency while continuing to onboard 1548199 as a new client accept deposits from 1548199 as collateral.

141. BlockFills failed to act in good faith by concealing their known insolvency while continuing to accept deposits and assets from 1548199.

142. 1548199 suffered damages as a result of BlockFills' breach.

143. To date, 1548199 is unable to access or withdraw its funds in its BlockFills account. 1548199 has lost the use of the assets.

144. As a direct and proximate result of BlockFills' breaches of contract, 1548199 suffered damages in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

145. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collections costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 3  
UNJUST ENRICHMENT (IN THE ALTERNATIVE)**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

146. Plaintiffs repeat and reallege the allegations of Paragraphs 1 through 85 of this Complaint, as if fully set forth herein.

147. Plaintiffs plead this Count in the alternative to counts alleging breach of contract.

148. 1548199 conferred benefits on BlockFills by transmitting cryptocurrency assets to BlockFills and by making trades through BlockFills' platform, generating fees and revenue for BlockFills.

149. 1548199 deposited 40.001 BTC and 650,050 USDC in its BlockFills cash account as collateral on January 16, 2026.

150. BlockFills accepted 1548199's deposits.

151. BlockFills accepted and appreciated the benefit conferred by 1548199.

152. BlockFills' retention of the benefit is unjust.

153. BlockFills was obligated to segregate customer funds and assets and use them only in connection with authorized customer trades and in accordance with other customer direction, not for BlockFills' corporate purposes.

154. Upon information and belief, BlockFills used 1548199's funds and assets to cover corporate expenses (including litigation settlements and losses in connection with mining operations, mining equipment

purchases, and mining hedging activities).

155. BlockFills obtained 1548199's assets through fraudulent inducement.

156. BlockFills made material misrepresentations and omissions regarding their financial condition.

157. BlockFills obtained 1548199's assets while knowing they were insolvent and unable to meet obligations.

158. BlockFills concealed the misappropriation of customer funds from 1548199 before, during, and after it completed the application and onboarding processes, which prevented 1548199 from taking action to protect its interests.

159. BlockFills concealed the misappropriation of customer funds from 1548199 before, during, and after 1548199 deposited the Client Assets into its BlockFills account, which prevented 1548199 from taking action to protect its interests.

160. Then, BlockFills suspended withdrawals and refused to return 1548199's assets, despite its formal written request on February 6, 2026.

161. Retention of 1548199's assets violates fundamental principles of justice, equity, and good conscience.

162. BlockFills knew that they were insolvent when they accepted 1548199's deposits.

163. BlockFills concealed their insolvency from 1548199.

164. BlockFills used 1548199's assets to pay corporate liabilities rather

than safeguarding them.

165. It would be inequitable to allow BlockFills to retain the benefit of having access to, and the use of, 1548199's assets when BlockFills used those assets for unauthorized purposes and then refused to return them.

166. Plaintiffs have no adequate remedy at law.

167. BlockFills are insolvent with a negative balance sheet.

168. BlockFills are unable to satisfy a monetary judgment.

169. Equitable remedies including constructive trust and restitution provide more adequate relief.

170. 1548199 suffered damages as a result of BlockFills' unjust enrichment, including its inability to access or possess its assets held in its BlockFills account.

171. The value of the Client Assets is substantial and will be determined at trial but, at a minimum, is equivalent to the value of 40.001 BTC and 650,050 USDC.

172. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collections costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along

with pre-judgement interest and attorney's fees and costs.

**COUNT 4  
FRAUD**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

173. Plaintiffs repeat and reallege the allegations of Paragraphs 1 through 85 of this Complaint, as if fully set forth herein.

174. BlockFills made misrepresentations of material fact to Plaintiffs, including but not limited to that: BlockFills was "as good as it gets" in the market; BlockFills was "unfazed by the October 10 liquidation event;" and BlockFills' operations were "materially more reliable than other market participants."

175. These representations were false.

176. BlockFills' leadership knew of its material financial distress as early as August 2025.

177. BlockFills had a duty to keep the assets of 1548199 and other customers segregated, which arose from the contractual relationship between 1548199 and BlockFills (and further due to the fact that BlockFills was holding 1548199's assets in trust).

178. However, beginning by no later than 2025, BlockFills improperly commingled customer assets and used customer assets (the "Misappropriation").

179. Before, during, and after 1548199 completed the application and onboarding processes, BlockFills: had retained restructuring advisors

due to financial impairment in August 2025; had a negative balance sheet of approximately \$77 million; had been commingling customer assets; and had been using commingled customer funds for corporate liabilities. These facts, including the Misappropriation, were material facts that BlockFills was obligated to immediately disclose to 1548199. BlockFills concealed these material facts from 1548199 during the application and onboarding processes.

180. Before, during, and after 1548199 deposited Client Assets, BlockFills: had retained restructuring advisors due to financial impairment in August 2025; a negative balance sheet of approximately \$77 million; been commingling customer assets; and been using commingled customer funds for corporate liabilities. These facts, including the Misappropriation, were material facts that BlockFills was obligated to immediately disclose to 1548199. BlockFills concealed these material facts from 1548199 before and after the Client Assets were deposited for collateral.

181. BlockFills had a duty to disclose these material facts.

182. BlockFills had a fiduciary or confidential relationship with Plaintiffs as a custodian of customer assets. BlockFills directors and officers also had a fiduciary relationship with creditors like Plaintiffs once the company entered the zone of insolvency.

183. BlockFills' silence alone constituted fraudulent concealment given the fiduciary relationship.

184. BlockFills acted with scienter.

185. BlockFills knew of their financial distress in August 2025.

186. BlockFills knew that 1548199 was not aware of the financial distress, the Misappropriation, or the other omitted material facts.

187. BlockFills continued to solicit deposits from 1548199 without disclosure. This conduct demonstrates BlockFills' intent to deceive or its reckless disregard for truth.

188. BlockFills intended to induce Plaintiffs to act.

189. BlockFills' purpose in making misrepresentations and concealing facts was to induce Plaintiffs to deposit assets and to refrain from withdrawing funds.

190. BlockFills needed new deposits to maintain operations and satisfy existing obligations.

191. BlockFills intended that 1548199 rely on its concealment.

192. BlockFills knew or should have known that 1548199 relied on BlockFills to immediately notify it of any misappropriation.

193. Plaintiffs justifiably relied on BlockFills' misrepresentations and concealment.

194. Plaintiffs deposited 40.001 BTC and 650,050 USDC as collateral in reliance on BlockFills' representations.

195. Plaintiff's reliance was justified because BlockFills had exclusive knowledge of their financial condition.

196. BlockFills made affirmative representations of reliability and solvency.

197. Plaintiffs had no reason to believe BlockFills was insolvent or misappropriating funds.

198. If BlockFills disclosed its financial distress, Plaintiffs would not have applied to be a client or deposited the Client Assets.

199. To date, Plaintiffs remain unable to access or recover the Client Assets deposited as collateral on January 16, 2026.

200. BlockFills did not disclose the Misappropriation and the other omitted material facts to 1548199 until February 2026.

201. The misrepresentations and concealment caused Plaintiffs' injury and prevented Plaintiffs from taking action to protect their interests.

202. Plaintiffs suffered damages including its inability to access or possess the Client Assets held in its BlockFills account.

203. But for BlockFills' fraud, Plaintiffs would not have suffered damages.

204. Plaintiffs suffered economic loss in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

205. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collections costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J.

BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC, in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 5  
AIDING AND ABETTING FRAUD**

**(Against Defendants Nicholas Hammer, Joseph Perry, and Gordon Wallace)**

206. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-205 of this Complaint, as if fully set forth herein.

207. BlockFills committed fraud by misrepresenting solvency, concealing financial distress, and misappropriating client assets.

208. BlockFills made material misrepresentations and omissions to induce Plaintiffs to deposit the Client Assets and refrain from withdrawing funds.

209. Individual BlockFills representatives had knowledge of the fraud.

210. Defendants Hammer, Perry, and Wallace had knowledge of BlockFills' financial distress.

211. Defendant Perry admitted during the town hall meetings that financial distress was known in August 2025.

212. These individual defendants knew or should have known that the representations made to 1548199 were false.

213. The individual defendants provided substantial assistance to the fraud.

214. Defendant Hammer, as former CEO and Co-Founder of Defendant Reliz Ltd., directed or approved the misappropriation of funds and failed to ensure the proper disclosure of financial condition.

215. Defendant Wallace, as President and Co-Founder of Defendant Reliz Ltd., directed or approved the misappropriation of funds, continued the acceptance of client deposits during the company's known insolvency, and failed to ensure the proper disclosure of financial condition.

216. Defendant Perry, as Interim CEO of Defendant Reliz Ltd., directed or approved the misappropriation of funds, continued the acceptance of client deposits during the company's known insolvency, and failed to ensure the proper disclosure of financial condition.

217. The individual defendants intended to facilitate the fraud.

218. The individual defendants knew that their actions would induce Plaintiffs to deposit assets.

219. The individual defendants intended to continue operations by accepting new deposits despite insolvency.

220. The individual defendants' actions were taken with the purpose of facilitating BlockFills' fraud.

221. The individual defendants intended that 1548199 rely on their actions and their concealment.

222. The individual defendants knew or should have known that 1548199 relied on them to immediately notify it of any misappropriation.

223. Plaintiffs justifiably relied on the individual defendants' misrepresentations and concealment.

224. Plaintiffs deposited 40.001 BTC and 650,050 USDC as collateral in reliance on the individual defendants' representations.

225. Plaintiff's reliance was justified because the individual defendants had exclusive knowledge of their financial condition.

226. The individual defendants made affirmative representations of reliability and solvency.

227. Based on the representations of the individual defendants, Plaintiffs had no reason to believe BlockFills was insolvent or misappropriating funds.

228. If the individual defendants disclosed BlockFills' financial distress, Plaintiffs would not have applied to be a client or deposited the Client Assets.

229. To date, Plaintiffs remain unable to access or recover the Client Assets deposited as collateral on January 16, 2026.

230. The individual defendants did not disclose the Misappropriation and the other omitted material facts to 1548199 until February 2026.

231. The misrepresentations and concealment caused Plaintiffs' injury and prevented Plaintiffs from taking action to protect their interests.

232. Plaintiffs suffered damages including the inability to access or

possess the Client Assets held in their BlockFills account.

233. But for BlockFills' fraud, Plaintiffs would not have suffered damages.

234. Plaintiffs suffered economic loss in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

235. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collections costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants NICHOLAS HAMMER, JOSEPH PERRY, and GORDON WALLACE, in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 6  
NEGLIGENT MISREPRESENTATION**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

236. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-235 of this Complaint, as if fully set forth herein.

237. BlockFills made misrepresentations of material fact to Plaintiffs, including but not limited to that: BlockFills was "as good as it gets" in the market; BlockFills was "unfazed by the October 10 liquidation event;"

and BlockFills' operations were "materially more reliable than other market participants."

238. These representations were false.

239. BlockFills was negligent in making the misrepresentations.

240. BlockFills failed to verify the accuracy of their representations.

241. BlockFills failed to disclose material information regarding financial distress that made their representations misleading.

242. BlockFills knew or should have known that their representations were false or misleading.

243. Plaintiffs justifiably relied on BlockFills' misrepresentations.

244. Plaintiffs deposited 40.001 BTC and 650,050 USDC as collateral in reliance on BlockFills' representations.

245. Plaintiffs' reliance was justified because BlockFills held themselves out as reliable and solvent.

246. The misrepresentations caused Plaintiffs' injury.

247. Plaintiffs would not have deposited assets had BlockFills disclosed its financial distress.

248. Plaintiff transferred the Client Assets based on negligent misrepresentation.

249. But for BlockFills' negligent misrepresentations, Plaintiffs would not have suffered damages.

250. Plaintiffs suffered damages including its inability to access and possess the Client Assets held in its BlockFills account.

251. To date, Plaintiffs remain unable to access or recover the Client Assets.

252. Plaintiffs suffered economic loss in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

253. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collections costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC, in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 7  
CONVERSION**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

254. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-253 of this Complaint, as if fully set forth herein.

255. 1548199 owns and has a right to the 40.001 BTC and 640,050.00 USDC deposited in its BlockFills cash account on January 16, 2026 (the "Client Assets").

256. 1548199 has an absolute and unconditional right to the immediate possession of the Client Assets.

257. 1548199 made a demand for possession and redemption of the Client Assets on February 6, 2026. See **Exhibit 13**.

258. BlockFills wrongfully and without authorization assumed control, dominion, or ownership over the Client Assets by blocking withdrawals.

259. Plaintiffs had the right to withdraw the assets from BlockFills' custody.

260. As cryptocurrency property assets, the Client Assets are specific and identifiable assets in 1548199's BlockFills account.

261. The Application Agreement and the Terms of Business confirmed that 1548199's assets would be segregated and held for the benefit of 1548199.

262. Plaintiffs deposited the Client Assets for custody and collateral purposes, not for BlockFills' unrestricted use.

263. Plaintiffs did not authorize BlockFills to commingle assets or use them for corporate liabilities.

264. BlockFills' use of the Client Assets for its own corporate purposes exceeded any authorization.

265. BlockFills has exercised unauthorized dominion and control over the Client Assets by denying 1548199 their right to access their assets as a result of the purported "suspension" of withdrawals. Upon information and belief, BlockFills has further exercised unauthorized dominion and

control over the Client Assets by commingling them with firm assets and using them to pay for BlockFills' own expenses and losses.

266. BlockFills' use of the Client Assets was to the exclusion of 1548199's rights and without 1548199's authorization.

267. This use was unauthorized because the Application Agreement and the Terms of Business explicitly required that customer funds be segregated and used only in connection with customer trades, not for BlockFills' own corporate expenses.

268. BlockFills intended to exercise dominion or control over the Client Assets.

269. BlockFills intentionally commingled Plaintiffs' assets with firm assets and intentionally used customer funds for corporate purposes.

270. BlockFills' use of the Client Assets for corporate expenses demonstrates an intent to treat the funds as its own property rather than as customer property held in trust.

271. BlockFills suspended withdrawals on February 6, 2026, intentionally preventing 1548199 from accessing or withdrawing the Client Assets.

272. To date, 1548199 remains unable to access or withdraw the Client Assets. 1548199 has lost the use of the Client Assets.

273. BlockFills has refused 1548199's redemption request (submitted on February 6, 2026), further demonstrating BlockFills' intent to exercise improper dominion and control over the Client Assets.

274. BlockFills continues to deplete customer assets, including 1548199's Client Assets.

275. As a direct and proximate result of BlockFills' conversion, 1548199 suffered damages in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

276. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collection costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC, ordering them to hold in trust (for delivery to Plaintiffs upon this Honorable Court's order) all converted funds in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, plus punitive damages in an amount to be determined by this Honorable Court.

**COUNT 8  
CONSTRUCTIVE TRUST**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

277. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-276 of this Complaint, as if fully set forth herein.

278. On January 16, 2026, Plaintiffs transferred 40.001 BTC and 650,050 USDC to BlockFills as collateral and for custody.

279. Plaintiffs have legal and equitable title to the transferred property.

280. Plaintiffs retained beneficial ownership of the transferred assets.

281. Plaintiffs intended the assets to be held in custody, not transferred absolutely to BlockFills.

282. BlockFills acquired the property through wrongful conduct.

283. BlockFills obtained Plaintiffs' assets through fraudulent inducement.

284. BlockFills made material misrepresentations regarding their financial condition and operational reliability.

285. BlockFills omitted material facts regarding their insolvency and commingling of customer assets.

286. BlockFills obtained Plaintiffs' assets through breach of fiduciary duty.

287. BlockFills owed fiduciary duties to Plaintiffs as custodian of customer assets. BlockFills directors and officers also had a fiduciary relationship with creditors like Plaintiffs once the company entered the zone of insolvency.

288. BlockFills breached their duty of loyalty by commingling customer assets with firm assets.

289. BlockFills breached their duty of care by failing to maintain solvency.

290. BlockFills breached their duty of disclosure by failing to disclose its material financial distress.

291. BlockFills received the property in trust capacity or with knowledge of Plaintiffs' rights.

292. BlockFills held Plaintiffs' assets in custody capacity.

293. BlockFills represented that assets would be segregated and safeguarded.

294. BlockFills had knowledge of Plaintiffs' beneficial ownership and rights to the assets.

295. Plaintiffs' property can be identified and traced into BlockFills' hands through blockchain records and BlockFills' custody records.

296. Blockchain evidence shows that the BTC transferred by Plaintiffs to a unique wallet address provided by BlockFills was swept out within minutes to different wallets.

297. The different wallets are controlled by BlockFills.

298. Plaintiffs also transferred USDC to BlockFills' designated wallet as requested.

299. The transferred assets can also be identified and traced through blockchain records and BlockFills' custody records.

300. Legal remedies are inadequate.

301. BlockFills is insolvent with a negative balance sheet of approximately \$77 million.

302. BlockFills is unable to satisfy a monetary judgment.

303. A constructive trust provides a priority claim to specific assets.

304. A constructive trust is necessary to prevent unjust enrichment and protect Plaintiffs' property rights.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC, ordering them to hold in trust (for delivery to Plaintiffs upon this Honorable Court's order) all converted funds in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, plus punitive damages in an amount to be determined by this Honorable Court.

**COUNT 9  
VIOLATION OF THE ILLINOIS CONSUMER FRAUD ACT**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

305. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1-85 and 173-304 of this Complaint as if fully set forth herein.

306. BlockFills had a duty to keep the funds of 1548199 and other customers segregated and use them only in connection with customer trades or as collateral.

307. That duty arose from the contractual relationship between 1548199 and BlockFills (and the fact that BlockFills was holding 1548199's funds in trust).

308. However, beginning by no later than 2025, BlockFills improperly commingled customer funds with company assets, then used the

commingled funds (which include, upon information and belief, the Client Assets) to pay for certain expenses of BlockFills, including but not limited to expenses for litigation settlements and losses in connection with mining and mining hedging (the "Misappropriation").

309. The Misappropriation was a deceptive practice that had the tendency or capacity to mislead or deceive customers.

310. Upon information and belief, BlockFills' leadership discovered the Misappropriation by no later than August 2025.

311. BlockFills knew that 1548199 was not aware of the Misappropriation.

312. BlockFills knew or should have known that 1548199 relied on BlockFills to immediately notify it of any misappropriation.

313. BlockFills did not disclose the Misappropriation to 1548199 until early February 2026.

314. This concealment was a deceptive practice that had the tendency or capacity to mislead or deceive customers.

315. BlockFills intended that 1548199 rely on its concealment of the Misappropriation.

316. BlockFills intended to induce 1548199 to continue depositing funds and to refrain from withdrawing funds by concealing the Misappropriation.

317. In fact, in February 2026, BlockFills contacted Dominion to solicit further trades. See **Exhibit 11**.

318. 1548199 reasonably relied on BlockFills not to misappropriate its funds and to immediately disclose any misappropriation of its funds.

319. 1548199 had no reason to believe that BlockFills was misappropriating customer funds.

320. On February 6, 2026, BlockFills suspended withdrawals for all customers, including 1548199, preventing customers from accessing their funds and assets.

321. This conduct was an unfair practice that caused substantial injury to 1548199.

322. On February 6, 2026, once it learned of BlockFills' actions, 1548199 formally requested redemption of 40.001 BTC and 650,050 USDC but BlockFills has refused to return the Client Funds or rescind the parties' contracts.

323. This conduct was an unfair practice that caused substantial injury to 1548199.

324. The Application Agreement and the Terms of Business were entered into in the course of BlockFills' business operations.

325. BlockFills' deceptive, unfair and unlawful conduct occurred in trade or commerce: namely, in the context of BlockFills' business of providing cryptocurrency trading services to customers.

326. 1548199 suffered actual damages proximately caused by BlockFills' deceptive and unfair practices.

327. BlockFills' concealment of the Misappropriation prevented 1548199 from taking action to protect its interests.

328. If 1548199 had known of the Misappropriation, 1548199 would have immediately withdrawn its funds and ceased doing business with BlockFills.

329. As a result of BlockFills' unfair and deceptive practices, 1548199 has been deprived access to the 40.001 BTC and 650,050 USCD deposited in its account with BlockFills as collateral.

330. If 1548199 had known of the Misappropriation, 1548199 could have withdrawn its Bitcoin from this account and could have undertaken other strategies or actions to guard against the loss of value in Bitcoin which has occurred since August 2025, which price has in fact fallen from August 2025 to February 2026 when the Misappropriation was disclosed.

331. 1548199 has also suffered other consequential damages, including, but not limited to, lost trading opportunities, as well as collection costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 10  
BREACH OF FIDUCIARY DUTY**

**(Against Defendant Hammer, Defendant Wallace, Defendant Perry, and  
Defendant Reliz CI Ltd.)**

332. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-331 of this Complaint, as if fully set forth herein.

333. Defendant Reliz CI Ltd. is the sole director of Defendant Reliz Ltd.

334. Defendant Joseph Patrick Perry is the sole director of Defendant Reliz CI Ltd. As the interim Chief Executive Officer, he is also an officer of Defendant Reliz Ltd.

335. Defendant Gordan Wallace is an officer of Defendant Reliz Ltd. As a manager, he is also a director of Defendant Reliz Technologies LLC.

336. Defendant Nicholas Hammer is a director of Defendant Reliz Technologies LLC.

337. BlockFills' directors and officers also had a fiduciary relationship with creditors like Plaintiffs once the company entered the zone of insolvency.

338. Defendant Reliz CI Ltd., as a director of BlockFills, owed fiduciary duties to Plaintiffs.

339. Defendant Perry, as a director of BlockFills, owed fiduciary duties to Plaintiffs.

340. Defendant Wallace, as a director of BlockFills, owed fiduciary duties to Plaintiffs.

341. Defendant Hammer, as a director of BlockFills, owed fiduciary

duties to Plaintiffs.

342. These duties included the duty to act in the best interests of the company with regard to the interests of BlockFills' creditors.

343. Defendants Reliz CI Ltd, Perry, Wallace, and Hammer breached their duties.

344. Defendants Reliz CI Ltd, Perry, Wallace, and Hammer are personally liable for the financial losses they caused to BlockFills (that, in turn, they caused to its creditors like Plaintiffs) while acting in breach of their duties.

345. By way of example and not limitation, these losses include any additional liabilities incurred by BlockFills when the directors knew, or should have known, that there was no reasonable prospect of the company to pay the liabilities or avoid insolvency.

346. By way of example and not limitation, these losses include those incurred while the business of BlockFills was carried on with the intent to defraud creditors.

347. Defendants Reliz CI Ltd, Perry, Wallace, and Hammer knew that BlockFills was in the zone of insolvency in August 2025.

348. In breach of their fiduciary duties, these defendants continued the Misappropriation after August 2025.

349. In breach of their fiduciary duties, these defendants solicited new customers like Plaintiffs after August 2025.

350. In breach of their fiduciary duties, these defendants solicited deposits from Plaintiffs after August 2025.

351. As a result of the breaches, Plaintiffs suffered damages including their inability to access or possess the Client Assets held in their BlockFills account.

352. As a result of these breaches, Plaintiffs suffered economic loss in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ CI LTD., JOSEPH PATRICK PERRY, GORDAN WALLACE, and NICHOLAS HAMMER, in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 11  
DECLARATORY JUDGMENT**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

353. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-354 of this Complaint, as if fully set forth herein.

354. This is a claim for declaratory relief brought under the provisions of 735 ILCS 5/2-701.

355. 735 ILCS 5/2-701 provides that a Court has the power to issue a

declaration of parties' rights if: 1) an actual and legal controversy exists; 2) the controversy is susceptible to an immediate and definitive determination or will aid in the termination of the controversy; and 3) the plaintiff has standing by virtue of a tangible and legal interest in the controversy.

356. Here, an actual and legal controversy exists as to the rights of the parties regarding the Client Assets deposited by Plaintiffs into their BlockFills account solely for custody and collateral purposes.

357. The Client Assets are not BlockFills' property and must be returned to Plaintiffs.

358. The instant controversy is susceptible to an immediate and definitive determination of the parties' rights, the resolution of which will aid in the termination of the controversy of some part thereof.

359. By virtue of Plaintiffs' ownership of the Client Assets, they have a tangible and legal interest in said controversies.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby pray that this Honorable Court for a declaratory judgment declaring that: the Client Assets were delivered to BlockFills by Plaintiffs for the purposes of custody and collateral only; Plaintiffs have retained ownership over the Client Assets; such ownership was never transferred to BlockFills; and for such other relief as the Court deems fair and just.

## DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,

Dated: March 6, 2026

\s\ Thomas E. Patterson  
Thomas E. Patterson  
Alyssa I. Kiriakos  
Patterson Law Firm, LLC  
200 W. Monroe Street, Suite 2025  
Chicago, IL 60606  
P: 312-223-1699  
F: 312-223-8549  
Firm ID No. 45052  
tpatterson@pattersonlawfirm.com  
akiriakos@pattersonlawfirm.com  
*Attorney for Plaintiffs*

### VERIFICATION

I verify under penalty of perjury pursuant to 28 U.S.C. § 1746 that the statements set forth in the foregoing Complaint are true and correct, except as to those matters stated to be based on information and belief, and to such matters the undersigned certifies that he verily believes the same to be true.

Date: March 5, 2026

Robert Bertram  
Robert J. Bertram

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

1548199 Alberta Ltd. and Robert J.  
Bertram,

Plaintiff,

v.

Reliz Technology Group Holdings  
Inc., Reliz Ltd., Reliz CI Ltd., Joseph  
Patrick Perry, Nicholas Hammer, and  
Gordon Wallace,

Defendants.

Case No. 26-CV-02451

**AFFIDAVIT PURSUANT TO 735 ILCS 5/2-606**

Pursuant to 735 ILCS 5/2-606, Plaintiff Robert J. Bertram, being first duly sworn on oath, deposes and states as follows:

1. I am one of the Plaintiffs in this cause.
2. On or about December 10, 2025, I submitted an application for a BlockFills legal entity account on behalf of 1548199 Alberta Ltd. (the "Application Agreement").
3. When I submitted the Application Agreement, I received an e-mail confirmation. Attached to the Complaint as **Exhibit 1**.
4. I do not have access to a copy of the executed Application Agreement. A blank version is attached to the Complaint as **Exhibit 2**.

Further, affiant sayeth naught.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Date: March 5, 2026

  
Robert J. Bertram

Alyssa Kiriakos

PLAINTIFFS'  
EXHIBIT  
1



**From:** BlockFills Updates <updates@blockfills.com>  
**Date:** December 10, 2025 at 1:33:14 PM GMT-7  
**To:** rbertram2@me.com  
**Subject:** Thank you for your BlockFills Application.  
**Reply-To:** updates@blockfills.com



Hello!

Thank you for applying for a **BlockFills** account and submitting your documentation. You are one step closer to unparalleled access to digital asset markets. As we review your trading requirements, one of our onboarding specialists will reach out if we require additional information.

We look forward to meeting your trading needs and welcoming you to our community.

### The BlockFills Team

---

## Explore Our Digital Asset Markets



## Why BlockFills

- - **Competitive Global Spreads & Fee Structure:** Achieve cost efficiency with transparent, all-in pricing.
  - **Institutional Pricing and Execution:** We provide superior liquidity aggregation.
  - **Connect to Your GUI:** Integrate seamlessly with your existing infrastructure.

[Access Your Account](#)



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BlockFills, 401 W Ontario St., 400, Chicago, IL 60654, United States, (312) 858-8501

[Unsubscribe](#) [Manage preferences](#)



**PLAINTIFFS'  
EXHIBIT**  
**2**



## Contact Information

Company name\*

Person Completing Application - First Name\*

Person Completing Application - Last Name\*

Job Title\*

Phone Number\*

Email

Please select your point of contact at BlockFills\*

Continue

# **BLOCKFILLS**



## Applicant Information

Is the applicant an existing client looking to onboard a new entity?\*

- Yes
- No

Legal Entity Type\*

Country of Incorporation or Domicile\*

Company Registration Number\*

Incorporation Date\*

Legal Entity Identifier (LEI)

Street address\*

Street address 2

City\*

State/Region\*

Postal code\*

Country/Region\*

Nature of Business\*

Please be as specific as possible.

Is the Company regulated by any government agency?\*

- Yes
- No

Is the Applicant or any of its shareholders or directors a politically exposed person ("PEP")?\*

- Yes
- No

Website URL

How did you hear about BlockFills?\*

## Shareholder Information

Is there more than 1 Shareholder with > 25% Ownership Interest?\*

- Yes
- No

Does the largest shareholder own less than 25% of the company?\*

- Yes
- No

List of Shareholders with > 25% Ownership Interest - Will be verified via corporate documentation.

Please list full name and ownership interest. Include corporate shareholders.

Source of Wealth of Owners with > 25% Ownership Interest\*

Please provide the source of wealth/assets for each owner with > 25% ownership of the applying entity.

## Director Information

Director 1 First Name\*

Director 1 Last Name\*

Director 1 Title\*

Director 1 Government Issued ID Number\*

Social Security Number, National Insurance Number, etc.

**Need to List More Directors?\***

If the applicant has more than 4 directors in total, submit 4 of them here and our onboarding group will provide further instructions.

- Yes
- No

## Authorized Persons

**Important:**

BlockFills provides both access to a password / MFA protected Client & Trading Portal as well as an OTC Chat group on mediums such as Telegram and Slack. If you add Telegram IDs or email addresses to the relevant fields below, understand that they may be added by our team to our private chat group. Such participants will have the ability to interact with the BlockFills trading and settlement desk. The applying entity accepts full responsibility for such participants' actions including trading and settlement activities they may perform.

**A Special Note on "Authorized Person 1":**

Only "Authorized Person 1" will have the ability to make a request to add new traders / chat participant users / client portal / trading platform users. If this Admin User needs to be replaced in the future, please contact BlockFills for instructions and support.

Authorized Person 1 First Name\*

Authorized Person 1 Last Name\*

Authorized Person 1 Phone Number\*

Authorized Person 1 Email Address\*

Authorized Person 1 Telegram ID or Email Address Associated with Slack\*

Enter "Not Applicable" if neither exist.

Authorized Person 1 Client Portal Access\*

- Read Only (view balances, positions, and historical trade data)
- Request Settlements (submit crypto and fiat withdrawals to previously approved wallets / accounts)
- Request Settlements and Submit New Settlement Instructions (submit crypto and fiat withdrawals to previously approved wallets / accounts and submit new wallet addresses / bank accounts)

Should Authorized Person 1 Have Trading Platform Access?\*

- Yes
- No

**Authorized Person 1 Acknowledgement 1: By checking below, the individual completing the application has read, understands, and agrees to the administrative privileges granted to Authorized Person 1 as indicated above in red.**

I agree.\*

**Add Additional Authorized Persons?\***

If the applicant has more than 4 authorized persons in total, submit 4 of them here and our onboarding group will provide further instructions.

- Yes
- No

**To be clear, anyone added to a private chat group may be able to trade or request settlement, regardless of whether they have access to the trading platform. Do you understand? If not, please contact BlockFills for further explanation.**

I understand.\*

## Trading Experience

Which of the following has the company traded in the past 12 months?\*

- Digital Assets
- Equities
- FX
- Futures
- Options
- None of the Above

Estimated Trade Frequency\*

- Less than 1 Trade per Month
- 1-10 Trades per Month
- 10-30 Trades per Month
- 30-100 Trades per Month
- 100-500 Trades per Month
- 500-2000 Trades per Month
- 2000+ Trades per Month

Please indicate any other relevant trading experience if applicable.

## Trading Account Information

### Purpose of Account\*

- Hedging
- Speculation
- Trading for Clients

### Other Purposes (if applicable):

### Source of Funds\*

- Proprietary Funds
- Client Funds

### Approximate Initial Deposit Amount

\$100k, 50 BTC, 500 ETH, etc.

### Typical Trade Size\*

(Please state typical trade size in whatever base currency you prefer, i.e. .5 BTC, \$50k USD, 100k EUR, etc.)

### Typical Holding Period\*

- Seconds
- Minutes
- Hours
- Days
- Longer Term

### Has your organization transacted with another liquidity venue in the prior 30 days? If so, where?\*

Please list any applicable LP, exchange, OTC desk, etc.

### If your account is approved, how long will it be until you begin trading live?\*

- Immediately
- Within a week
- Within 2 weeks
- Within 1 month
- Within 3 months
- Not sure when we will start trading

### Please describe any known impediments to your organization's ability to start trading.\*

These may include technical integrations, banking, etc. We appreciate you providing as much detail as possible.

### Will anyone other than an Authorized Person be trading the account?\*

If Yes, a limited power of attorney will be required - Blockfills will contact you during the review process.

- Yes
- No

### Email Address for Records, Notifications, Client Portal (Vision) Access\*

Enter an email address we can associate with the Client Portal (Vision) and to which we can send account-related notifications.

## Financial Information

### Please submit a wallet address below\*

Wallet address must have transaction history.

### Total Company Assets\*

- < \$1,000,000
- \$1,000,000 - \$4,999,999
- \$5,000,000 - \$9,999,999
- \$10,000,000 - \$49,999,999
- >= \$50,000,000

### Does the Applicant have an investment portfolio (Cash and Financial Instruments) in excess of \$500,000 or equivalents?\*

- Yes
- No

## Banking Information

Skip this section only if the entity does not yet have established banking relationships.

Bank Name

Bank Account Name

IBAN or Account Number

SWIFT/ABA Number/Sort Code

Bank Address

## Client Agreements

### PROFESSIONAL ELECTRONIC TRADING AGREEMENT

*Signatures will be collected electronically at the conclusion of the application.*

This Agreement is between ("Customer") and Reliz Ltd doing business as Blockfills.com, its principals, subsidiaries, affiliates and introducing broker(s) ("Blockfills") with respect to the electronic or other trading account (the "Account") opened on behalf of Customer. This Agreement shall govern all of the aspects of the Account detailed below:

1. Customer acknowledges that this Agreement is an addendum to the Blockfills Client Agreement and Terms of Business and applies to those trades entered into by Customer through the use of any electronic order entry system provided or supported by Blockfills, including but not limited to any Blockfills third party electronic order entry system (collectively, the "System") through the Internet or otherwise. Customer further acknowledges that this Agreement also applies to those trades entered for a "voice", or non-electronic order entry, Account when in the sole discretion of Blockfills electronic order entry is necessary to properly enter the order for any reason, including but not limited to inability to transmit the order by "voice". This Agreement must be executed and manually received by Blockfills prior to Customer's commencement of any trading for the Account.
2. With respect to electronic trading Accounts, Blockfills or the third party provider will assign the Customer a unique confidential user identification name ("User ID") and password ("Password") which must be used solely by Customer in order to access Blockfills through the System. Customer agrees that the User ID and Password may not be disclosed to, or used by, any other person or party, for any purpose whatsoever. Customer hereby agrees that all orders placed through and instructions given to Blockfills are Customer's sole responsibility. Customer will save, defend, indemnify and otherwise hold Blockfills harmless of, from and against any and all liability, costs or damages of any kind arising by virtue of any unauthorized use of Customer's User ID or Password. Customer will notify Blockfills immediately if Customer becomes aware of any loss, theft or unauthorized use of Customer's User ID or Password. Customer agrees to immediately notify Blockfills in the event of any third party use of the User ID or Password.
3. All orders that Customer initiates, irrespective of mode of order entry, are Customer's responsibility are done at Customer's sole risk. If the Account is not updated to note, or if Customer does not receive affirmative notification that the order has been either accepted or rejected for placement, it is the Customer's responsibility to notify Blockfills immediately.
4. It is Customer's duty, and not Blockfills', to monitor the System trading screen while open orders and positions are pending. Blockfills is not responsible for delays or errors. It is Customer's obligation, and not Blockfills, to monitor the Account's status and the status of any open orders or positions in the Account and to take appropriate action to minimize loss or maximize gain.
5. Blockfills reserves the right to report acceptance, rejection or execution of Customer's orders by updating Customer's Account, electronically or otherwise, by e-mail and/or by telephone, as determined in the sole discretion of Blockfills.
6. Customer shall be responsible for monitoring all of Customer's orders until execution is confirmed or cancellation is acknowledged by Blockfills by updating the Account electronically, in writing or by telephone and/or e-mail. Customer must cause any email notification to be printed and must retain a hard copy of said notification. Blockfills is not responsible for any loss due to Customer's failure to cancel, replace or cover a trade prior to the updating of Customer's Account or receipt of Blockfills written, telephone and/or e-mailed confirmation or cancellation.
7. Blockfills, in its sole discretion, may establish limits on the maximum number of contracts per order, the maximum number of contracts per position, and/or any other type of trading limit based upon: (a) Government or exchange imposed position limits; (b) Exchange margin requirements; (c) Position limits imposed by Blockfills in its sole discretion; (d) Margin requirements imposed by Blockfills in its sole discretion; or (e) Any other criterion as Blockfills may see fit. Any orders that may cause the Customer's Account to exceed the limits set by Blockfills will be rejected by the System.
8. Notwithstanding the foregoing, acceptance of an order for placement does not constitute an agreement or representation by Blockfills that there is sufficient margin in Customer's Account to support the resulting position. Customer hereby acknowledges Customer's responsibility to keep apprised of current margin requirements in connection with all trading activities; to post all required margin for trades ordered by Customer, and, that Customer remains liable for the losses incurred on all Customer's trades, regardless of whether there is sufficient margin posted at the time the trade is ordered.
9. As with any electronic system it is possible that service could be interrupted. In that event, depending on the type of failure, it may not be possible to access the System to enter new orders, and/or modify or cancel orders previously entered.
10. Blockfills shall not be liable for any loss resulting from Third Party System failure, breakdown of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, unauthorized access to Customer's User ID or Password, Customer's operating errors or any other condition over which Blockfills does not otherwise control.
11. Customer acknowledges that the accuracy, completeness, timeliness and correct sequencing of the real-time information concerning Customer's trading and Account activity, quotes and market information (the "Information") are not guaranteed by Blockfills. Customer agrees that Blockfills shall not have any liability for the accuracy, completeness, timeliness or correct sequencing of the information or for any decision made or action taken by Customer in reliance upon the Information or for any interruption of any data or information. Customer agrees not to reproduce, retransmit, disseminate, sell or distribute the Information without the express written consent of Blockfills.
12. Blockfills reserves the right to terminate Customer's access to electronic trading at Blockfills sole discretion, for any reason whatsoever, including, but not limited to, the unauthorized use of Customer's User ID or Password and/or the breach of this Agreement.

13. EXCEPT AS PROVIDED IN THE RULES OF VARIOUS EXCHANGES, THE BLOCKFILLS CLIENT AGREEMENT AND EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL OR WANTON MISCONDUCT, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS UNDER SUCH RULES, NEITHER BLOCKFILLS, ANY THIRD PARTY PROVIDER OF THE SYSTEM NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, AGENTS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO ANY PERSONS, INCLUDING BUT NOT LIMITED TO CUSTOMER, FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES), ARISING FROM (1) ANY FAILURE OR MALFUNCTION, INCLUDING BUT NOT LIMITED TO, ANY INABILITY TO ENTER OR CANCEL ORDERS, OF THE SYSTEM OR SERVICES OR FACILITIES USED TO SUPPORT THE SYSTEM, IRRESPECTIVE OF WHETHER THE SUBJECT ORDER(S), ARE ORIGINALLY INITIATED ELECTRONICALLY, OR (2) ANY FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY OR TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, REPAIR, USE OF OR INABILITY TO USE ALL OR ANY PART OF THE SYSTEM OR ANY SERVICES OR FACILITIES USED TO SUPPORT THE SYSTEM. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

14. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY BLOCKFILLS (INCLUDING ITS SUBSIDIARIES, AFFILIATES AND INTRODUCING BROKERS) OR ANY THIRD PARTY PROVIDER OF THE SYSTEM RELATING TO ORDER ENTRY, THE SYSTEM, THE INFORMATION, THE TRADING SOFTWARE OR ANY BLOCKFILLS SERVICE OR FACILITY USED TO SUPPORT THE SYSTEM, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE OR WARRANTIES OF NO INTELLECTUAL PROPERTY INFRINGEMENT.

15. ANY DISPUTE ARISING OUT OF THE USE OF THE SYSTEM, BLOCKFILLS THIRD PARTYSERVICES OR BLOCKFILLS FACILITIES USED TO SUPPORT THE SYSTEM IN WHICH BLOCKFILLS, ITS SUBSIDIARIES OR AFFILIATES OR ANY RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, AGENTS OR EMPLOYEES IS MADE A PARTY, SHALL BE SUBJECT TO AND ENFORCED IN ACCORDANCE WITH ILLINOIS LAW. ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST ANY OF THE PARTIES DESCRIBED IN THIS SECTION MUST BE BROUGHT WITHIN TWOYEARS FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED.

16. Acknowledgment of Risks: Customer acknowledges that trading in Digital Assets, spread bets and contracts for difference is a highly speculative activity involving high leverage and volatile markets. Despite these risks, Customer assumes the financial and other known risks involved in these investment or trading vehicles. Customer understands that on certain specific trading dates, trading in digital assets, spread bets and contracts for difference may cease or expire and that when they are traded outside the Cayman Islands, trading days and hours may not coincide with domestic trading days or hours and that these factors may result in financial disadvantage to the Customer. Customer freely assumes these risks and holds Blockfills, its employees, agents, officers and owners harmless against any such loss resulting from these risks.

17. The purpose of this Electronic Trading Agreement and Risk Disclosure Statement is to advise market participants of the general features of the System and the principal risk factors related to the use of the System, either directly or as alternative order entry method, as detailed herein. This brief Statement, however, cannot describe all aspects of the System nor can it identify all of the potential risk factors. Market users should review the full set of Risk Disclosures in their Client Agreements and contact their brokers for any further information which may be needed in order to evaluate the possible uses of, and the risks associated with, the System. To the extent necessary to effectuate the provisions hereof, any third-party provider of the System to which Customer may subscribe hereunder shall be a third-party beneficiary of this Agreement.

I have authorization to act in relation to all matters regarding opening and operating the trading account with Reliz Ltd dba Blockfills.com, including but not limited to deposits, withdrawals, trading and investment instruments. I accept the Terms and Conditions of the Professional Electronic Trading Agreement.\*

**ACKNOWLEDGEMENTS SCHEDULE**

*Signatures will be collected electronically at the conclusion of the application.*

**Agreement (all customers):**

I/We have read, understood and agree to the clauses set out in this Agreement. Where I/we sign in a representative capacity, I/we confirm that I/we have full power and authority to enter into this Agreement

The information provided by us in this Form and otherwise is accurate and complete and I/we will notify you of any material changes to this information.

This Agreement is a legally binding contractual agreement and I agree to be bound by every term and condition, including the items listed above in this Application. No modification of this Application or Agreement is valid unless accepted by Blockfills.com in writing. I confirm that I have received a full set of account documents and I have not made any alterations or deletions to this Application or Agreement or any such documents from the original forms. In the event that there are any alterations or deletions to this Application or Agreement, that have not been agreed and signed by Blockfills.com, or any such documents such alteration and deletions shall not be binding on Blockfills.com and said original forms shall govern the Client's account relationship with Blockfills.com.

Client Money: That as a Professional Client and according to clause 6 of the trading agreement, you hereby acknowledge (unless Blockfills.com agrees in writing in a separate letter) that;

(1) money deposited by you with Blockfills.com will be segregated from the working capital of Blockfills.com until you execute an order through Blockfills.com; As a consequence of executing an order, Blockfills.com has the right to move your money in any amount not to exceed the amount of the trade to its counterparties at its sole discretion; and

(2) If your funds are moved to any Blockfills counterparty as a result of any order you placed through Blockfills you will rank only as a general creditor of the firm in the event of any third party default.

I have authorization to act in relation to all matters regarding opening and operating the trading account with Reliz Ltd dba Blockfills.com, including but not limited to deposits, withdrawals, trading and investment instruments. I accept the Terms and Conditions of the Acknowledgements Schedule.\*

**FEES**

Blockfills.com does not charge commissions. We charge a bid/ask spread typically quoted in USD (For non-US dollar currency trades, the number of millions of US dollars is defined as the base currency amount of the trade converted into US dollars using the end of the day calculations on the day of the trade or reasonably similar reference rate used from time to time by Blockfills.com)

I understand and agree.\*

**DECLARATION**

By signing and returning this form, I/we confirm for and on behalf of the applicant that:

- § I have read, understood and accurately completed the application form to open a entity client trading account.
- § I have received, read and understand the Reliz Ltd. dba Blockfills.com Professional Electronic Trading Agreement and all other agreements herein.
- § I have read and understand the nature and risks of the products intended to trade through this account.
- § I have authorization from the Company's Directors or to act on its behalf in relation to all matters regarding opening and operating the trading account with Reliz Ltd. dba Blockfills.com including but not limited to deposits, withdrawals, trading and investment instruments.

**TERMS OF BUSINESS**



Please follow this link to view the Reliz Ltd. Terms of Business: [Click here](#)

I understand and agree to the Reliz Ltd. Terms of Business.\*

**ELECTRONIC SIGNATURE AND ADOPTION**

By accepting this Agreement, you consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act or action while using any electronic service we offer or in accessing or making any transactions regarding any documents and disclosures constitutes your signature as if actually signed by you in writing (electronic signature). In some cases your electronic signature may be represented by your type written name or initials electronically placed on the documents and disclosures by means of the process described herein. Your electronic signature, whether expressed by process or symbolically or both, is hereby adopted by you and represents your intent to acknowledge receipt or sign, as applicable, the documents and disclosures and that your electronic signatures are thereby attached to, and logically associated with, the documents and disclosures. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you or your company and Reliz Ltd.

I understand and agree.\*

## Supporting Documentation

### Important Message About Supporting Documents

Please note that applications which are submitted without complete documentation will not be reviewed or processed.

***If you are submitting a partial upload of required documentation, please send the remaining documents to your BlockFills representative within 3-5 business days.***

Please choose your legal entity type and upload all required supporting documentation.\*

Please Select ▼

## Signatures

By electronically signing this form you represent that all the information contained herein is true and accurate and you agree on behalf of the applicant to be bound by the agreement. You are either a shareholder, director, authorized representative of the applicant, or are authorized to sign on behalf of said applicant. Documentation of the above may be requested.

**Trading FX, Digital Assets, CFDs, and other Financial Market Products and Instruments can result in losses exceeding your deposit. Use of these Products and Instruments may not be suitable for everyone. Please ensure you fully understand the risks and seek independent advice if necessary.**

I understand agree with the above.\*

Signatory 1 Name\*

Signatory 1 Title\*

Other Signatures Required?\*

If the applicant requires more than 4 signatories in total, submit 4 of them here and our onboarding group will provide further instructions.

Yes

No

## Tell Us Your Interests

**BlockFills' range of products and services is ever-expanding. Please indicate your interests or those of the applicant you represent. There is no obligation or commitment related to these selections.**

**Interests - Connectivity\***

- API Connectivity - FIX
- API Connectivity - REST
- API Connectivity - Websocket
- Fund Admin Connectivity
- Bridge / Liquidity Hub Connectivity
- CQG Trader
- None of the Above

**Interests - Derivatives\***

- Basis Trading
- CFDs / Perpetual Swaps
- Dated Forwards
- Options Trading
- Structured Products

**Interests - Fiat Rails and Services\***

- Non-USD Settlements
- T+0/Same-Day Settlement
- T+1 Settlement
- Third Party Payments
- None of the Above

**Interests - Lending and Borrowing\***

- Overcollateralized Lending and Borrowing (BTC)
- Overcollateralized Lending and Borrowing (ETH)
- Overcollateralized Lending and Borrowing (Alts)
- Lending Assets to BlockFills
- Lending Against RWAs (Real World Assets)

None of the Above

DeFi Lending & Borrowing

None of the Above

**Interests - Software and Data\***

Market Data Library (Research Purposes)

Mobile Trading Solutions

Phoenix Front-End Trading Platform

White Labeling BlockFills' Technology

None of the Above

**Interests - DeFi\***

Asset Tokenization

DeFi / On-Chain Trading

None of the Above

**Interests - Domiciles\***

United States

Cayman Islands

United Kingdom (UK)

Europe

United Arab Emirates (UAE)

Singapore

Brazil

**Interests - Other Interests\***

Mining and Related Services

Asset Management Services

Staking Crypto Assets

NFTs

Tri-Party Custody Solutions

None of the Above

## Final Step - Please Confirm Your Information

**Company/Applicant name\***

**Person Completing Application - First Name\***

**Person Completing Application - Last Name\***

**Title\***

**Email\***

**Submit**





**RELIZ LTD.**

**TERMS OF BUSINESS AND CLIENT  
AGREEMENT**

## Table of Contents

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## Client Agreement

This Agreement sets forth the terms and conditions governing your Account at “Blockfills”, a trading name of Reliz Ltd. a Cayman Island Limited Corporation.

### 1. DEFINITIONS

#### A. “Access Codes”

All security identification codes and passwords.

#### B. “Account”

The client account with Blockfills. The end user’s account (the “User”).

#### C. “Account Balance”

The total of all deposits, interest income and expense and Realized Gains, less all withdrawals, Realized Losses and incidental Fees that are available for withdrawal.

#### D. “Account Currency”

The currency we use for settlement when we open your account and that you fund your account with.

#### E. “Affiliate”

An affiliate means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.

#### F. “Agreement”

The agreement is the Client Agreement as it may be amended or modified from time to time in accordance with its’ terms.

#### G. “Aggregate Data”

The Data and/or other information about trading provided by the User to any platform of Blockfills, or Blockfills API, in the aggregate, so long as such Data or other information, as disclosed by Blockfills, does not identify to a third-party viewer that the source of specific trading Data is the User.

#### H. “Available Equity”

Total Equity less any equity held in required trading margin.

#### I. “Base Currency”

With respect to a Digital contract, the first currency in a digital Currency Pair, and with respect to a CFD, the settlement currency.

#### J. “Cash”

The balance in a User's account after all credits and debits have been made (for example in respect of closed positions, but not Unrealized Gain/Loss or Open Positions).

K. **"Collateral"**

Collateral is defined in section 15.

L. **"Confidential Information"**

Confidential Information is defined in section 20.

M. **"Contract"**

Contract is defined in section 3.

N. **"Covered Proceeding"**

This is defined in section 22.

O. **"Currency Pair"**

Two fiat or digital currencies that comprise a digital currency buy or sell.

P. **"Current Position"**

Means Total Equity less margin requirements.

Q. **"Data"**

Data and other information generated by Blockfills' Platforms and/or otherwise provided to the User by Blockfills hereunder, including, without limitation, information regarding bids, offers, pricing, spreads, trading volume, liquidity and block trades.

R. **"Deal Price"**

The deal sell price (lower of two prices set by the Platform for the same market) or the deal buy price (higher of two prices set by the Platform for the same market), as the context requires.

S. **"Delta"**

The rate of change of an Options price with respect to changes in the underlying price. For example, an Option with a Delta of +0.25 means if they underlying asset rises by 1 tick then the price of the Option will increase by 0.25 of a tick (1 tick x 0.25 of a tick).

T. **"Existing Technology"**

The software and intellectual property rights owned or licensed by Blockfills and its third-party partners, or any affiliate of Blockfills, in connection with the Platform or Platforms, which have been developed, used or operated by Blockfills.

U. **"External Feed"**

An automated price stream that requires completion of a validation check by some automated process outside the control and premises of the Blockfills Platforms.

V. **"Fees"**

Fees are defined in Section 11

W. **“Floating Gain/Loss”**

The total of all Open Positions on your account, Marked to Market.

X. **“Governmental Authority”**

Any national, federal, state, provincial, county, municipal, or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform any of such functions.

Y. **“Blockfills Party”**

Blockfills, its Platforms, its affiliates, and their respective Representatives.

Z. **“IM Factor”**

The percentage or multiplier specified by Blockfills (in its absolute discretion) in relation to a particular market.

AA. **“Implied Volatility”**

The estimated volatility of the price of the underlying market between the time of calculation and the time of expiry.

BB. **“Initial Margin”**

The funds required by Blockfills for a User to open (and maintain) a trade.

CC. **“IP Rights”**

IP rights are defined in Section 20.

DD. **“Law”**

All applicable laws, rules, regulations, judgements, decrees, treaties, ordinances, orders and rulings, interpretations and statements of policy, of any Governmental Authority or self-regulatory organization, authority, agency or body, in each case which has jurisdiction over Blockfills, the User, or their respective operations.

EE. **“Long Position”**

An Open Position that results from the purchase of the Base Currency.

FF. **“Marked to Market”**

The value of an Open Position calculated at the current Deal price.

GG. **“Margin Requirement”**

The total of all Initial Margin in respect of all Open Positions in your Account.

HH. **“Maximum Net Open Position”**

The maximum U.S. Dollar equivalent notional value of Open Positions in the aggregate across all Currency Pairs that may be held at any point in time. The Maximum Net Open Position is set based

upon the customers profile and Blockfills risk exposure formulas at Blockfills' sole discretion.

**II. Maximum Net Open Position By Currency”**

The maximum U.S. Dollar equivalent notional value of Open Positions by currency that may be held at any point in time. The Maximum Net Open Position by currency is calculated by adding the U.S. Dollar equivalent of all currencies held by User.

**JJ. “Net Open Position”**

The calculation, by currency (and not Currency Pair), determined by adding the U.S. Dollar equivalent of all currencies owned by the User.

**KK. “Open Position”**

Whereby User executed a trade or bet and entered into a position, either long or short for which no offsetting transaction has been entered into. Open positions include Long Positions and/or Short Positions.

**LL. “Option”**

An off-exchange Option in respect of spot digital or foreign currency or CFD.

**MM. “Order”**

Is a data object that describes the User's willingness to;  
(i) Buy or sell some amount of one digital currency in exchange for another Digital currency or  
(ii) place a trade and which User wants the Platform or Platforms to match with other Orders or Feeds for execution.

**NN. “Person”**

A professional individual, a partnership, limited partnership, corporation, limited liability company, joint stock company, unincorporated association or organization, trust or joint venture, or a Governmental Authority or political subdivision thereof.

**OO. “Platform”**

All Blockfills trading Platform or Platforms, accessible through the internet and/or telecommunications networks and through a front-end trading or graphical user interface or API that enables authorized Persons, either directly or through an authorized third party, to enter spot digital currencies or CFD transactions.

**PP. "Realized Gain/Loss"**

The actual gain or loss resulting from closing an Open Position.

**QQ. “Representatives”**

A Person's officers, directors, members, managers, and agents.

**RR. “Risk Levels”**

Percentages calculated as (Total Equity divided by margin required) multiplied by 100.

**SS. "Short Position"**

An Open Position that results from the sale of the base currency.

**TT. "Standard Size"**

This is typically \$100,000 of base currency but maybe more or less than some pairs from time to time.

**UU. "Total Equity"**

The sum of the following;

(i) Cash; plus (ii) any positive Floating Gain/Loss; less (iii) any negative Floating Gain/Loss; plus (iv) any positive Unrealized Gain/Loss; (v) less any negative Unrealized Gain/Loss

**VV. "Unrealized Gain/Loss"**

The gain or loss on a closed net-based spot forex transaction that has not been reflected in your Cash until the 2nd day after the trade has been closed, excluding the day on which it was closed.

**WW. "Value Date"**

The day that the currency would be physically delivered (or payable) if Blockfills did not automatically roll over client's positions at the end of each business day.

**XX. "Variation Margin"**

The amount the User must pay Blockfills to return available equity to zero.

**YY. "Variation Margin Call"**

A request for payment of Variation Margin.

**ZZ. "Vega"**

The rate of change of the Options price with respect to changes in the Implied Volatility.

**AAA. "Vega Margin"**

The lot size multiplied by Vega multiplied by Implied Volatility multiplied by Volfactor.

**BBB. "Volfactor"**

The percentage or multiplier specified by Blockfills (in its absolute discretion) in relation to each underlying market.

**2. OUR CAPACITY**

Blockfills will deal with User as agent acting on the User's behalf and every Order, which Blockfills may take, is accepted and executed on that basis (although Blockfills may execute transactions on behalf of User in its own name as a matched principal).

**3. SERVICES PROVIDED**

Subject to the terms and conditions of this Agreement and acceptance of the User's application to open an account with Blockfills, Blockfills will open one or more accounts in the User's name and will affect cash settled and physically settled transactions with and for User in the international Over-the-Counter digital or foreign currency ("digital currency") markets and contracts for difference "CFDs" (together, "the Contracts") on a spot basis, and provide such other services and products as Blockfills may, in its sole discretion,

determine from time to time in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between Blockfills and the User shall be governed by the terms of this User Agreement, as amended from time to time.

#### **4. REPRESENTATIONS AND WARRANTIES**

As of the date hereof, the date of each Contract and other transaction in the User's account and any date on which Blockfills' Digital Currency and CFD Addendum, are revised, updated or amended, the User represents and warrants to Blockfills and agrees for the benefit of Blockfills that:

- 4.1. The User is of sound mind, legal age (18 years old) and legal competence.
- 4.2. If the User is not a natural Person, (i) User is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all Contracts and other transactions contemplated hereunder have been duly authorized by User; and (iii) each Person executing and delivering this Agreement and all Contracts and other transactions contemplated hereunder on behalf of User performing the obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder on behalf of User, has been duly authorized by User to do so.
- 4.3. Execution and delivery by User of this Agreement and all Contracts and other transactions contemplated hereunder, and performance of all User's obligations contemplated under this Agreement, and any Contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to User.
- 4.4. User has full beneficial ownership of User's account. User has not granted and will not grant a security interest in User's account with Blockfills (other than the security interest granted to Blockfills hereunder) to any Person without Blockfills' prior written consent. User has full beneficial ownership of all Collateral and will not grant any security interest in any Collateral to any Person (other than the security interest granted to Blockfills hereunder) without Blockfills' prior written consent.
- 4.5. User will execute and deliver all documents, give all notices, make all filings and take such other actions as Blockfills, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of Blockfills or to protect Blockfills' interests with respect to any Collateral.
- 4.6. User has read and understands the provisions contained in this Agreement, including without limitation, Blockfills' Digital Currency and CFDs Addendum and, the User will review the Agreement each time it is amended.
- 4.7. User is an eligible counterparty, wholesale or professional client.

#### **5. CUSTOMER CLASSIFICATION**

All Blockfills users are classified as Professional Wholesale Clients and the User is responsible for keeping Blockfills informed promptly of any change that may be relevant to its current categorization as a Professional Wholesale Client. Blockfills does not undertake any transactions with retail clients. Accordingly, if the User does wish to be treated as a retail client it may cease to be a customer of Blockfills either generally or in respect of a particular transaction.

#### **6. TRADING AND SECURITY**

The User authorizes Blockfills to purchase and sell physically settled and cash settled Contracts and place Contract for difference trades for the User's account in accordance with the User's instructions received through the Platform, subject to the terms of this agreement, including the applicable Addendum hereto and the User Client Application. User agrees to be conclusively responsible for any instruction received electronically that is identified with User's access codes and for any electronic, oral and written instruction (including, but not limited to, any Order). User shall promptly notify Blockfills as soon as User becomes aware or reasonably believes of any unauthorized use or misuse of the Platform, or Platforms or the Access Codes by any Person. Upon receipt of such notice from User, or if Blockfills believes that any Person is breaching the Platforms security, using the Platform without due authority, or using the Platform in a manner that is not in the best interests of the participants therein generally, or otherwise misusing the Platform, Blockfills shall have the right (but not the obligation), in its sole discretion, to take any action as it may deem

necessary to prevent such Person from accessing or using the Platform until such time as (in Blockfills' sole discretion) such breach, unauthorized use or misuse is no longer continuing or will no longer continue. User shall take all measures commercially reasonable under the circumstances to rectify such breach, use, unauthorized use, or misuse, whether requested by Blockfills or not, including immediately ceasing to access or use the Platform. Blockfills shall not be liable for any breach of Platform security or for any of the User's losses arising therefrom, except to the extent that Blockfills has committed gross negligence or engaged in willful misconduct with respect thereto.

## **7. USE OF THE PLATFORM**

- 7.1 Blockfills shall have the right, at any time, to amend the provisions of the Agreement and the Digital Currency and CFD Addendum upon five (5) days prior notice to User; provided, however, that any amendment to the Agreement of the Digital Currency and CFD Addendum may be made effective immediately, where appropriate in Blockfills' determination, (i) to permit the Platform or Platforms, and/or Blockfills to comply with Law; or (ii) to facilitate the continued and proper operation of the Platform or Platforms without performance interruption or degradation.
- 7.2 User agrees to not make use of the Platform or Platforms in a manner that would violate the Law. The Platforms are not available for use by any Person in any jurisdiction where (by reason of the Person's domicile, status or otherwise) the availability of the Platform or Platforms is prohibited. Persons to whom such prohibitions apply must not access the Platform or Platforms.
- 7.3 Subject to the User's compliance with the terms and conditions of this Agreement, the Digital Currency and CFD Addendum, the User is granted a limited, revocable, nonexclusive, non-transferable license to access and use the Platform during the term of this Agreement, for purposes and in a manner consistent with the terms of this Agreement, Digital Currency and CFD Addendum.
- 7.4 User shall not alter, modify or manipulate the content of the Data in any way. User shall not use the Data for any purpose other than in connection with trading on the Platform. User also shall not publish or redistribute the Data, or otherwise directly or indirectly provide any third party with access to the Data (or any Data or information derived from the Data).
- 7.5 User acknowledges and agrees that the transactions the User executes through the Platform may be with Persons that are dealers in digital currency and CFDs, as applicable, and that they may engage in transactions in digital currency and/or CFDs, as applicable, before, after or simultaneously with User entry of an Order at different prices from those provided through the Platform and may have material non-public information with respect thereto.
- 7.6 User acknowledges and agrees that the transactions the User executes through the Platform will be subject to the set Blockfills Commission Fees and any bid/offer spread included in the digital currency and/or CFD pricing offered to the User through the Platform.

## **8. SUSPENSION OR LIMITATION**

Notwithstanding any other provision of this Agreement, the User acknowledges that Blockfills shall have the right to restrict User's access to, or impose limits or suspend User's trading, or other transactions on, the Platform, either generally or in respect of specific Digital Currency Pairs, Fiat, CFDs or any other transactions, or to discontinue transmitting any or all information, or to refuse to facilitate or process any or all transactions, if in Blockfills' sole discretion any of the following circumstances occur: (i) full or partial Platform failure, including failure of the technology constituting the Platform or any of the communications links within the Platform or between the Platform and any other Person or User, or any other circumstance where it is not practicable for Blockfills to provide the Platform; (ii) a breach in the security of the Platform; a breach by the User of User's obligations under this Agreement, the Digital Currency and CFDs Addendum; (iv) in order to comply with Law; or (v) if market conditions generally, or conditions with respect to a particular Digital Currency Pair or Digital/Fiat Currency, or CFD trade render it necessary or desirable, in Blockfills' sole determination, to do so. Any actions taken by Blockfills pursuant to this section shall continue for such time, as Blockfills shall reasonably determine to be necessary or desirable. User agrees that (x) it shall be a material breach of this Agreement to evade, or attempt to evade, any suspension, restriction or limitation imposed under this section; and (y) Blockfills shall not be obligated to take any action permitted under this section. In addition, User acknowledges and agrees that only in the event any of the

circumstances in (i) through (v) in this section 8 occurs, Blockfills may cancel a transaction previously executed by User on the Platform so long as Blockfills notifies User of any such cancellation immediately and User has agreed to such cancellation after the execution thereof.

## **9. CONTROL OF THE PLATFORM**

User acknowledges that Blockfills shall have sole discretion and control over, and the right to modify at any time, the Platform's functionality, configuration, appearance and content, including without limitation: (i) the parameters and protocols by which Orders are placed, routed, matched or otherwise processed by the Platform; and (ii) the availability of the Platform to any User or with respect to particular Digital Currency Pairs, CFDs or other transactions at any particular places, times or locations.

## **10. TRANSMISSION OF INFORMATION**

In connection with User's of the Platform, the operation of the Platform (including the matching of bids and offers submitted, and bets placed, to the Platform by User and the formation of transactions with respect thereto) shall be based on (i) all bids, offers, Orders, bets, commands and other input information submitted by User and accompanied by a valid Access Code, in the form in which such information is received by the Platform; and (ii) transaction confirmations sent to User by the Platform reflecting transactions based on information received from User accompanied by a valid Access Code, in the form in which such confirmations are sent out by the Platform; in each case regardless of whether or not (A) such bids offers, other Orders, trades or commands or other input information were authorized by the User; (B) such information had been altered or corrupted (electronically or otherwise) prior to reaching the Platform; and (C) such transaction confirmations are altered or corrupted (electronically or otherwise) after being transmitted from the Platform. Other than information made generally available to all users of the Platform, the User shall have access only to information about the trades that User executes using the Platform. User acknowledges that Blockfills shall not have any duty to verify whether any information submitted to the Platform accompanied by a valid Access Code was authorized by User. User acknowledges that Blockfills' Parties shall not be responsible for any loss, corruption or modification of information submitted to or sent by the Platform, except to the extent that Blockfills has committed gross negligence or engaged in willful misconduct with respect thereto.

## **11. FEES**

User shall pay Blockfills such fees and commissions (the "Fees") as set forth and agreed upon in the Electronic Trading Agreement and Fees Schedule separately provided or as set forth as Blockfills' generally advertised Fees on the Blockfills website and/or collateral materials. User shall be solely responsible for all taxes, levies or charges imposed by any Governmental Authority of any kind whatsoever with respect to the User's trading and/or the Fees paid to or owing with respect to the transactions executed by User via the Platform.

## **12. RISK OF TRANSACTIONS**

User acknowledges that User has been informed and that User understands that (i) Blockfills is simultaneously acting as a matched, riskless principal to User and to another user in an offsetting Contract trades; (ii) no service provided by Blockfills in connection with the Platform or otherwise shall give rise to any fiduciary or equitable duties on the part of Blockfills; (ii) Blockfills may receive Fees from one or more third parties in respect of any particular transaction executed through the Platform; and (iii) the submitting or posting of any information to or on the Platform by any Person shall not be deemed to be a recommendation by any such Person that User should enter into any particular transaction or that any particular transaction is suitable or appropriate for User.

## **13. CLIENT DIGITAL ASSETS AND MONEY**

Any money received by Blockfills in respect of User's Account shall be treated as "Client Money" in accordance with standard account segregation rules except where User enters into an agreement with Blockfills to transfer full ownership of money to Blockfills for, amongst other things, the purpose of securing or otherwise covering present future, actual or contingent or prospective obligations, such as margin, in which circumstances such money will not be regarded as Client Money. Blockfills may hold Client Money in a Client Account opened with an approved bank in the United States, Europe or elsewhere that is materially similar.

Blockfills may pass on Client Money or allow another Person, such as an exchange or clearing house or clearing broker or an intermediate broker, to hold or control Client Money where Blockfills transfers the Client Money (a) for the purposes of a transaction for User through or with that Person; or (b) to meet User's obligations to provide Collateral for a transaction.

#### **14. MARGIN REQUIREMENTS**

User shall provide to and maintain with Blockfills Margin in such amounts, in cash or other such forms, and within such limits as provided in the Digital Currency and CFD Addendum as applicable. By entering into this Agreement, User agrees that Blockfills will not pay User interest on Client Money or any other unencumbered funds unless agreed by the parties in a separate agreement.

#### **15. SECURITY AGREEMENT**

In order to secure any indebtedness or other obligations at any time owing from User to Blockfills, including, without limitation, (a) indebtedness or other obligations under any Account, Contract, trade or other transaction with Blockfills; or (b) any indebtedness or other obligations resulting from any guarantee by User of any Account, Contract or other transaction with Blockfills, User hereby assigns, pledges, and grants to Blockfills a security interest in and right to set off against: (i) all of User's Accounts with Blockfills; (ii) all Contracts, digital assets, cash, securities and other property in User's Account at Blockfills or delivered or otherwise provided by User to secure its indebtedness or other obligations to Blockfills or in Blockfills' possession or control for any purpose (including safekeeping); and (iii) all products and proceeds of the foregoing (collectively, (i), (ii) and (iii) are referred to as "Collateral"). At any time, in Blockfills' sole discretion and without prior demand or notice, Blockfills may apply any or all Collateral (or sell or buy in any such Contracts, securities or other property and apply the proceeds there from) to any such indebtedness or other obligations, notwithstanding that such indebtedness or other obligations arise in an Account other than the Account in which the cash, Contracts, securities or other property where held or generated. Any failure by Blockfills to enforce its rights hereunder shall not be deemed a future waiver of such rights by Blockfills. Blockfills is irrevocably appointed as attorney-in-fact for User and is authorized, without notice to User, to execute and deliver any documents, give any notice and to take any actions on behalf of User, including the execution, delivery and filing of financing statements, that Blockfills deems necessary or desirable to evidence or to protect Blockfills' interest with respect to any Collateral. In-the-event that the Collateral is deemed acceptable to Blockfills ("Eligible Collateral") is at any time insufficient to satisfy User's indebtedness or other obligations to Blockfills, including obligations to provide Margin in accordance with the Margin Policies and Procedures hereof, User shall promptly pay upon demand the entire amount of such deficit.

#### **16. LIQUIDATION OF ACCOUNTS AND DEFICIT BALANCES**

In the event of: (a) a breach of the terms of this Agreement; (b) insufficient Margin, or Blockfills' determination that any Collateral deposited to protect User's Account is inadequate, regardless of current market quotations, to secure User's Account; (c) as required by this Agreement, the Digital Currency and CFD Addendum; or (d) any other circumstances or developments that Blockfills, in its sole discretion, deems appropriate for its protection, Blockfills may, in its sole discretion, take one or more, or any portion, of the following actions: (1) satisfy any obligation User may have to Blockfills (either directly or by way of guarantee) out of any of User's funds or property in the custody or control of Blockfills; (2) sell or purchase any or all Contracts, digital assets CFDs and any securities or other property held or carried for User; and (3) cancel any or all outstanding Orders, Contracts, Trades or other transactions or commitments made by or on behalf of User. Any of the above actions may be taken without demand for Margin or additional Margin, without prior notice of sale or purchase or other notice to the User, User's legal Representatives, heirs, executor, administrator, trustee, legatee, successors or assigns and regardless of whether the ownership interest is held individually or jointly with others. Any prior demand or notice of sale or purchase shall not be considered a waiver of Blockfills' right to sell or buy at any time in the future without demand or notices as provided above. In liquidation of User's Long Positions and Short Positions, Blockfills may in its sole discretion, offset in the same settlement of it may initiate new Long Positions or Short Positions in order to establish a spread or straddle that in Blockfills' sole judgment may be advisable to protect or reduce existing positions in the User's Account. Any sales or purchases may be made according to Blockfills' judgment and in its sole discretion in any interbank, Over-the-Counter or other exchange market where such business is then usually transacted or at a public auction or private sale, and Blockfills may purchase the whole or any part

thereof free from any right of redemption. In the event the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of User due to Blockfills, User shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of User, including, but not limited to, all costs of enforcement and collection, such as, but not limited to, attorney's fees, witness fees and travel expenses, interest on any such deficit and liabilities at a rate equal to three (3) percentage points above the then prevailing prime rate Blockfills' principal bank or the maximum interest rate allowed by law, whichever is lower. In the event Blockfills incurs expenses other than for the collection of deficits, with respect to the User's Account, User agrees to pay such expenses.

#### **17. TRADE CONFIRMATIONS**

Trades executed online will be confirmed online at the time of the trade and trades entered into by telephone will be confirmed verbally during operating hours. Reports of the confirmation of Orders and statements of Accounts for Users shall be deemed correct and shall be conclusive and binding upon passage of thirty (30) minutes after execution of Order. User may object to confirmations solely by contacting Blockfills via telephone within the prescribed timeframe. Failure to object shall be deemed ratification by User of all actions taken by Blockfills or Blockfills' agents prior to User's receipt of such reports. User's failure to receive a trade confirmation shall not relieve User of the obligation to object as set herein. User agrees to immediately call to Blockfills' attention any oral information that User has reason to believe is inconsistent with User's own information.

#### **18. COMMUNICATIONS**

Subject to applicable Law, any communications between Blockfills and User using electronic signatures will be binding to the same extent as if they were in writing. By entering into this Agreement User gives its consent to the receipt of communications by electronic means. Without limiting the generality of the foregoing reports, statements, notices and any other communications from Blockfills may be transmitted to User by mail to support@blockfills.com. All communications sent by Blockfills shall be deemed effective when sent by Blockfills by post or with another delivery service, or when received by a transmitting agent (such as an Internet service provider) for transmission to User, whether actually received by User or not. All communications sent by User shall not be deemed effective until accepted by Blockfills.

#### **19. FORCE MAJEURE**

Blockfills or any of its companies shall be liable to User for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorney's fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant Person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Blockfills, User, any market, or any settlement or clearing system.

#### **20. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

User acknowledges and agrees that Blockfills is the sole owner (except to the extent owned by third-party licensors) of the Platform, the Data produced by and distributed by or through the Platform, and each component thereof, and all intellectual property and proprietary rights with respect thereto, including, without limitation, patent, copyright, trade secret, trademark and other proprietary rights, in and to the Platform and each component thereof, and to all modifications, including custom modifications, to the Platform and each component thereof, whether made by or with the assistance of User or any other Person, and any know-how, techniques, methodologies, equipment or processes used by Blockfills, the look and feel of the Platform and each component thereof, all software (front- and back-end), all registered trademarks, trademark applications, trademarks and service marks, trade names, URL registrations and all pricing information and other Data (collectively, the "IP Rights"). User shall not obtain any intellectual property rights in or to the IP Rights. User shall take all steps necessary to maintain the confidentiality of all documents and material provided by Blockfills, its Affiliates or third-party providers with respect to the Platform and each component thereof. User shall not (i) alter, maintain, enhance or otherwise modify the Platform; (ii) disassemble, decompile or reverse-engineer the Platform; nor (iii) otherwise take express action to discover the equivalent of the Platform. User acknowledges and agrees that Blockfills shall use

information regarding User's identity and use of the Platform in accordance with its stated privacy policy, as such policy may be amended from time to time by Blockfills in accordance with the terms thereof. Blockfills is the owner of the Aggregate Data and reserves the right to manipulate, use, license (to Affiliates of Blockfills and to other Persons) and sublicense the Aggregate Data, in its sole discretion. User acknowledges and agrees as part of receiving Blockfills' products and services in conjunction with access and use of the Platform User will receive and not disclose to any third party unless required by law information, either in written or verbal form, which is confidential and proprietary to Blockfills and/or its licensors which User will hold in strict confidence and not disclose to any third party unless required by law information, either in written or verbal form, which is confidential and proprietary to Blockfills and/or its licensors which User will hold in strict confidence and not disclose to any Person (other than User's employees and agents on a need to know basis). User will not publish, distribute, or otherwise make Confidential Information available to third parties any information derived from or relating to the Blockfills products and services, or Platform, which include but is not limited to, pricing, fee schedule(s), and commission ("Confidential Information"). User agrees to use the same standard of care the User uses to protect User's Confidential Information, but no less than a reasonable standard of care, to prevent unauthorized use, dissemination or publication of the Confidential Information. The duties in this section do not apply to Confidential Information that is: (i) lawfully within User's possession prior to this Agreement; (ii) voluntarily disclosed to User's by a third party so long as that party does not breach any obligation to not reveal such information; (iii) voluntarily disclosed to the public by Blockfills; or (iv) already generally known to the public.

## **21. DISCLAIMERS AND LIMITATION OF LIABILITY**

USER UNDERSTANDS AND AGREES THAT THE PLATFORM, ITS COMPONENTS, INTERFACES, ANY RELATED EQUIPMENT, ANY DOCUMENTATION, DATA AND OTHER MATERIALS AND THE EXISTING TECHNOLOGY ARE PROVIDED "AS IS". THE BLOCKFILLS PARTIES AND ANY THIRD-PARTY PROVIDERS SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND TO USER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 22 "INDEMNIFICATION" HEREOF) OR THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. THE BLOCKFILLS PARTIES AND ANY THIRD-PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THE PLATFORM OR AS TO THE RESULTS TO BE ATTAINED BY USER FROM ACCESS TO OR USE OF THE PLATFORM. THE BLOCKFILLS PARTIES AND ANY THIRD-PARTY PROVIDERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS RELATING TO ANY SOFTWARE, ANY TECHNOLOGY, ANY EQUIPMENT, THE PLATFORM, THE EXISTING TECHNOLOGY, DATA OR ANY OTHER INFORMATION, MATERIALS, CURRENCY OR THAT THE PLATFORM MEETS USER'S REQUIREMENTS OR SHALL BE UNINTERRUPTED, TIMELY, SECURE, COMPLETE, ACCURATE OR FREE FROM ERRORS OR DEFECTS. THE BLOCKFILLS PARTIES MAKE NO WARRANTIES AS TO THE LIFE OF ANY URL GENERATED OR PUBLISHED. USER ACKNOWLEDGES THAT CERTAIN SOFTWARE AND EQUIPMENT USED BY USER MAY NOT BE CAPABLE OF SUPPORTING CERTAIN FEATURES OF THE PLATFORM. USER HEREBY ACKNOWLEDGES THAT USER HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY THE BLOCKFILLS PARTIES AND ANY THIRD-PARTY PROVIDERS EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. NONE OF THE BLOCKFILLS PARTIES OR ANY THIRD-PARTY PROVIDERS RECOMMENDS, ENDORSES, ADVOCATES OR SPONSORS ANY OF THE DIGITAL CURRENCY PAIRS OR DIGITAL CURRENCY TRANSACTIONS APPEARING ON OR MADE THROUGH THE PLATFORM. USER ACKNOWLEDGES THE SUBSTANTIAL RISKS ASSOCIATED WITH DIGITAL CURRENCY MARKETS AND TRADING TRANSACTIONS. BLOCKFILLS IS NOT AN AUTHORISED FINANCIAL ADVISOR OR REPRESENTATIVE AND DOES NOT GIVE FINANCIAL, TAX, EMPLOYMENT, LEGAL OR INVESTMENT ADVICE. ANY PRICE INFORMATION, QUOTES, FORECASTS, RETURN ESTIMATES OR INDICATIONS OF PAST PERFORMANCE ARE FOR INFORMATION PURPOSES ONLY AND DO NOT GUARANTEE FUTURE PERFORMANCE AND DO NOT CONSTITUTE AN OFFER TO BUY OR SELL OR ANY SOLICITATION OF AN OFFER TO BUY OR SELL ANY CURRENCIES, CURRENCY PAIRS OR OTHER PROPERTY, NOR TO ENTER INTO ANY DIGITAL CURRENCY TRANSACTION. THE PLATFORM SHALL NOT SERVE AS THE PRIMARY BASIS FOR ANY OF THE USER'S INVESTMENT DECISIONS AND NONE OF THE BLOCKFILLS PARTIES SHALL BE DEEMED TO BE USER'S FINANCIAL ADVISOR OR FIDUCIARY. USER HEREBY ACKNOWLEDGES THAT ANY RELIANCE UPON ANY CONTENT OF THE PLATFORM SHALL BE AT USER'S SOLE AND EXCLUSIVE RISK.

**THE PARTIES HERETO ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES LEVIED BY THE PLATFORM, AND THAT, WERE THE BLOCKFILLS PARTIES TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.** USER UNDERSTANDS AND AGREES THAT THE BLOCKFILLS PARTIES SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOST DATA, LOSS OF USE OF THE PLATFORM, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS) SUFFERED BY USER, USER AFFILIATES AND ANY OTHER PERSON, EVEN IF ONE OR MORE BLOCKFILLS HAS OR HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT TO THE EXTENT SET FORTH IN SECTION 22(B) HEREOF, THE AGGREGATE LIABILITY OF THE BLOCKFILLS PARTIES FOR DAMAGES FOR ANY CAUSE WHATSOEVER RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE PLATFORM, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO \$25,000. THE BLOCKFILLS PARTIES SHALL HAVE NO LIABILITY TO USER IN CONNECTION WITH THE FAILURE BY ANY OTHER PERSON TO PERFORM ANY TRANSACTION EXECUTED VIA THE PLATFORM OR THE FAILURE OF ANY OTHER PERSON TO COMPLY WITH THE TRADING POLICIES AND PROCEDURES, THE MARGIN POLICIES AND PROCEDURES OR ITS AGREEMENTS WITH BLOCKFILLS REGARDING ACCESS TO OR USE OF THE ACCESS METHOD OR THE PLATFORM.

## **22. INDEMNIFICATION**

a. User agrees to defend, hold harmless and indemnify the Blockfills Parties from and against any loss, damage, cost or expense, including legal fees, incurred by any Blockfills Party which arises out of or relates to, directly or indirectly, (i) User's use of the Platform (a "Covered Proceeding"), (ii) User's failure to fully and timely perform any of User's obligations hereunder, (iii) any of User's representations and warranties made that may at any time be by untrue or incorrect and (iv) any failure or omission by a third party licensor and User's shall pay all costs incurred by and damages (including reasonable attorney's fees and disbursements) awarded against a Blockfills in connection therewith.

b. Blockfills agrees to defend, hold harmless and indemnify User from and against any claim, suit or proceeding brought by a Person other than an Affiliate of User to the extent that it is based on a claim that the Platform infringes any copyright or registered patent or trademark of such Person, and Blockfills shall pay all costs incurred by and damages (including reasonable attorney's fees and disbursements) finally awarded against the User, but shall not be responsible for any compromise or settlement made without its consent. Such indemnity, however, is specifically exclusive of any such claims which arise or result from (i) the misuse of the Platform by the User; (ii) alteration of the Platform by the User, provided that no infringement would have occurred absent such alteration; (iii) use of the Platform by User in combination with apparatus, hardware, software or services not provided, authorized or furnished by Blockfills, provided that no infringement would have occurred absent such combination; and (iv) use of the Platform by User in a manner that violates this Agreement, the Trading Policies and Procedures, the Margin Policies and Procedures or in a manner for which the Platform was neither designed or contemplated. User shall promptly notify Blockfills in writing of any claim, suit or proceeding in which Blockfills may have obligations under this subsection (b) provided, however, that User's failure to provide prompt written notice hereunder shall excuse Blockfills only to the extent that it is prejudiced thereby. User shall cooperate with Blockfills with regard to the defense of any suit or threatened suit. Blockfills shall have full control of any such claim, proceeding or suit and the authority to settle or otherwise dispose of any such suit or threatened suit, and to appeal any adverse judgment, which may be entered. Upon written notice of a claim that the Platform is infringing a third party's intellectual property rights, Blockfills may, but is not obligated to (i) modify or replace the Platform to make it non-infringing; (ii) procure any rights from any Person necessary to offer the Platform; or (iii) terminate providing the Platform, in each case in full satisfaction of its obligations pursuant to this subsection.

## **23. DISCLOSURE OF USER INFORMATION**

By opening an Account with Blockfills and by placing Orders with Blockfills and entering into transactions User acknowledges that it may be providing personal information (possibly including sensitive Data) to Blockfills, and User consents to the processing of that information by Blockfills for the purposes of performing its obligations under this Agreement and administering the relationship with User including the disclosure of the information to Affiliates. Data may be transferred to, and stored and processed in countries, which do not offer "adequate protection" for any purpose related to the operation of the User's Account. Such purposes include the processing of instructions and generation of confirmations, the operation of control systems, the operation of management information systems and allowing staff of any of Blockfills' Affiliates who share responsibility for managing the User's relationship from other offices to view

information about the User Blockfills will not share or sell information regarding its and/or prospective users, except to its employees, agents, partners, and associates as required in the ordinary course of Blockfills' business conducted on behalf of customers, including but not limited to, Blockfills' banking or credit relationships in accordance with Blockfills' privacy policy, which may be found by going to [www.blockfills.com](http://www.blockfills.com). Blockfills may also disclose to competent regulatory authorities and law enforcement authorities any information regarding the User and User's transactions in response to a request for such information or in response to a court order or subpoena. User is entitled to ask Blockfills for details of the personal information that Blockfills may hold about User, the purpose for which they are being or are to be processed, and the recipients to whom such information is or may be disclosed.

#### **24. AMENDMENTS**

User understands, acknowledges and agrees that Blockfills may amend or change this Agreement at any time by Blockfills with the revised terms of the Agreement taking effect from the date of publication, unless otherwise specified by either 1.) publishing the revised terms of this Agreement on its website, or 2.) by sending an email message to User. User's continued use of the Platform shall be deemed to constitute acceptance of any such revised terms of this Agreement. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Blockfills or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable.

#### **25. TERMINATION**

This Agreement shall continue and be in effect until termination by User or Blockfills. User may terminate this Agreement if: (i) User has no Open Positions and no liabilities held by or owed to Blockfills; and (ii) User has provided written notice to Blockfills by email to [support@blockfills.com](mailto:support@blockfills.com); and (iii) Blockfills has accepted the notice as provided in Section 18 hereof.. Blockfills may, in its sole discretion, terminate this Agreement at any time, effective immediately. Termination by either party shall not affect any Contracts or other transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve User of any obligations arising out of any deficit balance.

#### **26. ENTIRE AGREEMENT**

This Agreement together with the User Account Application embodies the entire agreement between Blockfills and the User, superseding any and all prior written and oral agreements.

#### **27. RECORDINGS**

User acknowledges and agrees that any and all conversations between User and Blockfills principals, agents, employees or associates, including customer service and operations desks may, at the option and in the sole discretion of Blockfills, be recorded electronically with or without the use of an automatic tone warning device. User further agrees to the use of such recordings and transcripts thereof as evidence by Blockfills in connection with any dispute or preceding that may arise involving User or Blockfills.

#### **28. BINDING EFFECT**

This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of User at any time opened or reopened with Blockfills, irrespective of any change or changes at any time in the personnel of Blockfills or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of Blockfills and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon User and/or the personal Representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of User.

#### **29. GOVERNING LAW**

An Order, or transaction, which is subject to the rules of a market or exchange, shall be governed by the law applicable to it under those rules. Subject to the immediately preceding sentence, this Agreement and all Orders and Transactions will be governed by and construed in accordance with Cayman Island Law.

#### **30. JURISDICTION**

Each of the parties irrevocably:

- i. Agrees that the courts of the Cayman Islands will have jurisdiction to settle any Proceedings and submits to the jurisdiction of such courts (provided that this will not prevent us from bringing any proceedings against you in the courts of any other jurisdiction); and
- ii. Waives any objection, which it may have at any time to the laying of venue in respect of any Proceeding brought in any such court and agrees not to claim that such Proceeding has been brought in an inconvenient forum or that such court does not have jurisdiction over it.

**31. ACCEPTANCE**

This Agreement shall not be deemed to be accepted by Blockfills or become a binding contract between User and Blockfills until the signed User Account Application has been received and approved by Blockfills. In the event that there are any unauthorized alterations or deletions to this Agreement or related documents such alteration and deletions shall not be binding on Blockfills and said original forms shall govern Account.

**32. AUTHORIZATION TO TRANSFER FUNDS**

User hereby agrees that Blockfills may at any time and from time to time, in the sole discretion of Blockfills, apply and transfer from any of User's Accounts with Blockfills to any of User's other accounts, whether held at Blockfills or other approved financial institutions, any of the Contracts, currencies, securities or other property of User held either individually or jointly with others to another account.

**33. SURVIVAL OF CERTAIN SECTIONS**

Sections 9, 13, 20, 21, 22(a), 22(b), 24, 25, 33, 34, 35 and 36 hereof shall survive the expiration, termination, and/or completion of this Agreement.

**34. ASSIGNMENT**

User shall not assign this Agreement in any manner without the prior written consent of Blockfills, and any attempted assignment in violation of this section 34 shall be null and void. Blockfills may assign this Agreement to another Person in connection with the transfer of all or part of Blockfills' assets or business to an Affiliate of Blockfills or to a third party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal Representatives. This Agreement shall be for the sole benefit of the parties to this Agreement and their respective successors, permitted assigns and legal Representatives and is not intended, nor shall it be construed, to give any other Person (other than the parties hereto), any legal or equitable right, remedy or claim hereunder.

**35. INDEPENDENT CONTRACTORS**

The parties to this Agreement are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

**36. SEVERABILITY**

The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

**37. INJUNCTIVE RELIEF**

In the event of a violation or threatened violation by User of sections 6, 7, 12, 13 or 20 hereof, or the violation or threatened violation by User of the IP Rights, Blockfills shall have the right, in addition to such other remedies as may be available pursuant to law or this Agreement, to injunctive (including preliminary and permanent injunctions and temporary restraining orders) or declaratory relief enjoining such act or threatened act. User acknowledges that legal remedies for such violation or threatened violation are inadequate.

**38. TITLES AND HEADINGS**

The headings and table of contents in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

### **Authorization to Transfer Funds**

User hereby agrees that Blockfills may, at any time and from time to time, in the sole discretion of Blockfills, apply and transfer from any of User's Accounts with Blockfills to any of User's other accounts, whether held at Blockfills or other approved financial institutions, any of the Contracts, currencies, securities or other property of User held either individually or jointly with others to another account.

User authorizes Blockfills to pass on or transfer and Margin held or received as Client Money to an exchange, clearing house, clearing broker or an intermediary broker, and allow such Persons to hold and control that Margin in a segregated account, where Blockfills transfers that Client Money (a) for the purposes of a transaction for the User through or with that Person; or (b) to meet User's obligations to provide Collateral for a transaction where User's account consists of more than once Account, this authorization shall apply to all of User's Accounts with Blockfills. This Agreement to transfer Collateral shall remain in effect so long as the User's Account with Blockfills remains open or User has any obligations of any kind to Blockfills, under the Client Agreement.

**THIS IS A LEGALLY BINDING CONTRACT.**

**DO NOT TRADE UNTIL YOU HAVE CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETED THE USER ACCOUNT APPLICATION.**

**You acknowledge that you have carefully read, in its entirety, and understood the User Agreement, Authorization to Transfer Funds, Digital Currency and CFD Risk Disclosure Addendum, and that you agree to all of the provisions contained therein.**

**Blockfills is not responsible for any information that was incorrectly disclosed to us. All changes must be promptly reported to us. You authorize Blockfills verify the veracity and accuracy of the information you provided which may include a background review of matters regulatory, civil and/or criminal in nature. You hereby release Blockfills from any and all liability of whatever kind and nature, which, at any time, could result from reviewing information and making a decision to extend its services to you. By signing below, you attest that as long as the account with Blockfills is active, the corporate entity will remain active in the jurisdiction in which it was formed.**

## **Digital Currency and CFD Risk Disclosure Statement**

In consideration of Blockfills agreeing to act as a matched, riskless principal to User, User acknowledges, understands and agrees that:

### **1. Trading Is Very Speculative and Risky**

Digital Asset, spot digital currency trading and CFD trading is highly speculative and is suitable only for those users who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of margin or deposits. Trading is not an appropriate investment for retirement funds. User represents, warrants and agrees that User understands these risks; that User is willing and able, financially and otherwise, to assume the risks of Digital Currency Trading, and CFD Trading and that loss of a Customer's entire Account Balance will not change the Customer's lifestyle.

### **2. Use of Leverage And Low Margin Can Lead To Quick Losses**

If you use leverage, the high leverage and low Margin associated with Digital Currency Trading, and CFD Trading can result in significant losses due to price changes in Digital Currency Contracts, and cross digital contracts. Customers must maintain the Minimum Margin Requirement on their Open Positions at all times. It is the User's responsibility to monitor his/her Account Balance. Blockfills has the right to liquidate any or all Open Positions as described in the User Agreement and Margin Policies and Procedures. Increasing leverage increases risk.

### **3. Prices, Margin And Valuations Are Set By Blockfills And May Be Different From Prices Reported Elsewhere**

Blockfills will provide prices to be used in trading, valuation of User positions and determination of Margin Requirements. Although Blockfills expects that these prices will be reasonably related to prices available in the exchange markets, prices reported by Blockfills may vary from prices available to exchanges and other participant. Blockfills will exercise considerable discretion in setting and collecting margin. Blockfills is authorized to convert funds in User's Account for margin into and from such Foreign Currency or Digital Currency at a rate of exchange determined Blockfills at its sole discretion on the basis of then-prevailing money market rates.

### **4. Trading And Execution**

The Platform or platforms may contain features that are different from other trading systems. User should become familiar with the order entry process before using the Platform.

### **5. User Makes Independent Decisions. Blockfills Is Not An Adviser Or A Fiduciary**

Each decision by User to enter into a Contract or other transaction with Blockfills and each decision whether a Contract or other transaction is appropriate or proper for Customer is an independent decision by User. Blockfills is not acting as an advisor or serving as a fiduciary to User. User agrees that Blockfills has no fiduciary duty to User and no liability in connection with and is not responsible for any liabilities, claim, damages, costs and expenses, including attorney's fees incurred in connection with the User's use of the Platform.

### **6. There is no Central Market or Clearinghouse Guarantee of Payment**

Each Contract is a Contract directly between Blockfills and the User. There is no clearinghouse and no guarantee by any party of the User's payment obligations. User must look only to Blockfills for performance on all Contracts in User's Account for return of any margin or Collateral.

### **7. No Guarantees Of Profit**

There are no guarantees of profit or freedom from loss. Customer has received no such guarantees from Blockfills or from any of its Representatives. Customer is aware of the risks inherent in executing transactions

on the Platform and is financially able to bear such risks and withstand any losses incurred.

#### **8. Customer May Not Be Able To Close Open Positions**

Due to market conditions or other circumstances Blockfills may be unable to close out User's position at the level specified by User, and User agrees Blockfills will bear no liability for failure to do so.

#### **9. Internet Trading**

Since Blockfills does not control signal power, its reception or routing via internet, configuration of User's equipment or reliability of its connection, Blockfills shall not be liable for any claims, losses, damages, costs or expenses, including attorney's fees, caused, directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility or trading software, whether belonging to Blockfills, User, any market, or any settlement or clearing system when User trades online (via Internet).

#### **10. Telephone and Chat**

Blockfills is not responsible for disruption, failure or malfunction of telephone or live chat lines.

#### **11. Quoting Errors**

Should a quoting error occur due to a mistype of a quote or a misquote given by telephone and/or electronic means (including responses to User requests), Blockfills is not liable for any resulting errors in Account Balances and reserves the right to make necessary corrections or adjustments on the Account involved. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined Blockfills, in its sole discretion, of the relevant Digital Currency Pair at the time such an error occurred.

## DIGITAL CURRENCY AND CFD ADDENDUM

### 1. INTRODUCTION

Blockfills' Digital Currency and CFDs Addendum is an integral part of the Blockfills Client Agreement and applies to all of a User's transactions. It is the User's responsibility to carefully read this Addendum and to inform Blockfills of any questions or objections that User may have regarding them before entering each and every Order. In entering Orders on the Platform, User agrees, represents, warrants and certifies that User understands and accepts the terms and conditions of this addendum, as they are set forth here and as may be amended from time to time by Blockfills, in its sole discretion, and User agrees to comply with this Digital Currency and CFD Addendum as currently in effect at any time.

### 2. TRADING HOURS

All references to Blockfills hours of trading are using a 24-hour day from 5:30 pm ET (New York time) on Sunday to 5:30 pm ET (New York time) on Friday. Blockfills reserves the right to suspend or modify its trading hours at any time and on such an event will inform clients in advance on a best efforts basis of any changes in its operating hours. Following submission of an Order to trade, it is the sole responsibility of User to remain available for Order and Fill confirmations, and other communications regarding User's Blockfills account until all open Orders are completed.

### 3. ENTERING ORDERS

A User may enter a new Order using the **New Order** function of the Trading Interface. Each new Order will indicate the desired Digital Currency Pair, the side (buy or sell), the desired amount, an optional **Limit Price**, an optional **Stop Price**, and additional options which may include the following:

- **Good Til Cancel (GTC):** Order will stay on the book at the specified limit price until filled or cancelled.
- **Immediate or Cancel (IOC):** Order is filled immediately by taking prices already "on the book" up to and including the specified limit price or cancelled. Using this option, no bid or offer is left on the book and as such, the Order may be partially filled.
- **Fill or Kill (FOK):** Order is filled immediately and completely, or not at all.
- **Market Order:** Order is filled immediately at any price. No Limit Price applies.
- **Minimum Match Size:** Order will only be matched in amounts larger than some specified amount of the Base Currency.
- **All Or Nothing (AON):** Order will only be filled for the entire desired amount; there will be no partial fills.
- **External Routing Not Allowed:** Order will only be matched against other Orders or Firm Feeds, and not against External Feeds.
- **Expiration Time:** Any unfilled part of the Order is cancelled automatically by the Platform at that time.
- **Kill-On-Disconnect:** Order will be automatically cancelled upon disconnect (intentional or unintentional) as described in section 5 below.
- **Survives-After-Disconnect:** Order remains active after disconnect (intentional or unintentional).

### 4. MODIFYING ORDERS

A User may use the **Modify Order** function of the Trading Interface to modify an Order without cancelling it. If the size is reduced but all other properties of the Order are unchanged, then the modified Order remains in the same place in the Order queue. If the size is increased or the price is changed, then the modified Order is assigned a new timestamp and placed at the back of the Order queue.

## 5. CANCELLING ORDERS

A User must use the **Cancel Bid**, **Cancel Offer**, or **Cancel All** functions of the Trading Interface to cancel the unfilled part of an Order.

An Order, which has already been completely filled, may not be cancelled. If an Order has been partially filled, only the remaining unfilled amount may be cancelled.

The unfilled part of an Order is considered cancelled when the instruction to cancel has been recorded to the database employed by the Trading Platform. At this time (the "Order Cancellation Time") an indication of successful or unsuccessful cancellation is sent immediately to the User's Trading Interface. Software and communications delays are unpredictable, specifically (1) between the Cancel function keystroke or mouse-click and the Order Cancellation Time, and (2) between the Order Cancellation Time and the display of confirmation on the User's Trading Interface.

If a User terminates the Session intentionally using the **File**  **Exit** function, then all of the User's Orders marked for **Kill-On-Disconnect** are cancelled. If a User's session terminates unexpectedly or is experiencing significant lag times, active Orders from that session are marked for **Kill-On-Disconnect** are cancelled at the instant that the Trading Platform records to its database that the Session is disconnected or lagged. Note: The User will have to manually re-enter these Orders when the next Session commences. Communications-related disconnects are unpredictable, and the User must be prepared for the possibility that Orders may be killed by disconnects.

## 6. CUSTOMER ACCOUNTS; INITIAL DEPOSITS; DEMO TRADING SYSTEMS

### 6.1 Documents

Before User can place an Order with Blockfills, User must complete the Onboarding Account Application and read the Client Agreement herein. User must deposit sufficient funds in the User's Account, the User Account Client Application must be approved by Blockfills, and the deposited funds must have cleared the banking system or applicable digital wallet. Also, Blockfills must accept the User Account Application before Blockfills will permit User to trade in User's Account. User will be notified by e-mail when the User Account Application has been approved. Blockfills may, in its sole discretion, initially accept a fax and/or e-mail copy of the signed User Account Application and may permit one or more trades if User has deposited sufficient funds into the Account.

### 6.2 Currency for Rendering Accounts

All initial deposits to User Accounts will be accepted in your Account Currency, and, unless settlement and delivery of a Digital or Foreign Currency have taken place, all Account Balances will be computed and reported in your Account Currency only.

### 6.3 Recognition of Deposits

No deposit shall be recognized until the wire has been fully cleared and collected by Blockfills' bank or depository institution. You will be notified via email once your funds have been received by Blockfills, posted to User's Account and are available for trading.

### 6.4 Calculation of Gains and Losses

Subject to adding or deducting amounts in relation to the Digital, Fiat Spot trade concerned in accordance with this clause and to relevant adjustments when you close a Digital, Fiat Spot trade, gains and losses are calculated as follows:

- Amount of Account Currency on closing multiplied by (difference between Blockfills currency exchange rate at the opening of trade concerned and Blockfills' currency exchange rate on closure of the trade concerned);
- Less all amounts payable by you to us in relation to that trade, such as commission.

If you wish to calculate whether any particular open trade is in gain or loss at any given time, you can do so with the details provided in this clause, but using the relevant Marked to Market price as the closing Deal Price.

The following apply in relation to gains and losses;

- Gains on closed positions will be credited to your Cash; and
- Losses on closed positions will be debited from you Cash.

All amounts payable by to us will be deducted from your Cash. Likewise, we can credit to your Cash any amounts we owe you or any adjustments to which you are entitled. Gains and losses on Open Positions will not be credited to or debited from your Cash. Marked to Market gains and losses are taken into account in the calculation of Margin and in assessing whether will close trades. It is your own best interest to make you know how to calculate gains and losses and what amounts will be added or deducted in relation to your trades. All the information you need is available in the Platform. If you are in doubt, please contact our Customer Services Team.

### **6.5 Payments of Gains and Losses**

We can retain:

- Any amount you owe us in respect of the Account e.g. realized losses, Initial Margin and Variation Margin;
- Amounts to cover Marked to Market losses;
- Any unrealized Gains/Losses
- Any other amounts you owe us under the User Agreement;
- Any and all amounts on your Account pending receipt by us of the originals of any Account opening documentation (including in relation to money laundering regulations), if you only supplied us with copies when we opened your Account;
- Any gains you made through the use of arbitrage or price latency;
- Any amount you owe us in relation to any other Account(s) you have with us or on any other grounds;

We will retain the amounts referred to in this clause. If you have positive Cash (in excess of the amounts referred to in this clause, we will make that excess positive Cash available for withdrawal and the amount payable will be sent on request in your Account Currency. Please note that any gains, which are part of Unrealized Gains and Losses will not be paid to you.

If you have negative cash, that negative sum is due and payable by you to Blockfills immediately.

### **6.6 General Payment Terms**

The following applies to all payments by you to Blockfills:

- All payments must be made in your Account Currency. If you pay us in any other currency, we can charge you the cost of conversion into that Account Currency;
- You will only be credited for the net amount received after all deductions, for example, bank charges an any other costs of transfer;
- If you send payments by check, we will not credit your Account with the payment.
- We do not accept checks;
- In the case of payment of Margin, we only accept payment by telegraphic transfer, debit card or any other method of immediate electronic transfer acceptable to us;
- We do not accept payments in cash;
- We can charge interest on late payments.

## **7. SETTLEMENT DATE; ROLLOVERS; DELIVERY**

**7.1** Open net-based spot Contracts roll-over on a daily basis at 17:00 (5:30 p.m.) ET.

**7.2** Net based spot Contracts roll-over as follows:

- A new net-based spot Contracts is opened (in the same market, at the same time that the original net-based spot Contract is closed), at the relevant Price applicable to net based spot Contract.

- Blockfills uses the Tom/Next swap rate as the benchmark for these roll-overs and therefore any opening net-based spot Contract (i.e. as per the 2<sup>nd</sup> bullet point above) struck after 17:00 hours (5:30 p.m.) ET on any of our trading days (for the relevant market) will be subject to a new Value Date.

**7.3** No commission is charged on the roll-over of a net-based spot Contract.

**7.4** We can refuse to roll-over a net-based spot Contract if:

- The funds in your account are insufficient to enable that trade to roll-over.
- For any other reason we are entitled to refuse to open a Contract for you.

If we do refuse to roll-over a net based spot Contract, we will close that trade at the time referred to in clause 7.1 and at the relevant Deal Price.

## **8. MARGIN REQUIREMENTS**

User shall provide and maintain with Blockfills margin in such amounts and in such form as Blockfills, in its sole discretion may require. Blockfills does not require User to pay the full price of the Contract or trade. User is required to post a percentage of the full amount, which User is obligated to pay to Blockfills to secure User's obligations to Blockfills. Blockfills will notify User of such initial amount and such amount is subject to change at any time in Blockfills' sole discretion and without prior notice. User agrees to accept the Max Net Open Position and Max Net Open Position Close as determined by Blockfills in its sole discretion and may not exceed such parameters at any point in time. User has sole obligation to ensure that User's Available Equity is sufficient to initiate and maintain any Open Position(s).

## **9. Markets**

User can only engage in trading on the markets Blockfills makes available; Blockfills can change those markets at any time.

## **10. Collateral**

If User deposits Collateral with Blockfills, Blockfills will agree with User in writing how that Collateral will be dealt with.

## **11. Charges**

Blockfills' terms and conditions set out all charges User has to pay. When amounts are charged as a percentage (for example, Initial Margin) it will normally be as a percentage of the total contract value (e.g. stake size multiplied by current price). Note also that Charges may take the form of an additional spread or commission.

## **12. Volatility**

The markets Blockfills offers (and Blockfills prices) are derived from related underlying Contracts and liquidity is received from counterparties. Blockfills has no control over movements in the underlying markets; movements in the underlying Contracts may be volatile and unpredictable. Those movements will affect the prices, whether or not User can open and close a trade and the price at which User can do so.

Under certain trading conditions it may be difficult or impossible to close an Open Position. This may occur, for example, if the price of the underlying rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted.

## APPENDIX C

### BLOCKFILLS SUMMARY ORDER EXECUTION POLICY

Defined terms used in this Policy have the same meaning given in the Client Agreement

#### Best Execution

Blockfills deals with clients as agent and acts on User's behalf as User's agent. Blockfills takes all reasonable steps to obtain, firm price quotes for execution, as further described below (and subject to Order Execution Risks also noted below), to achieve the best possible result for User taking into account the total consideration payable (excluding Blockfills' charges), representing the price of the financial instrument and the costs related to execution. Nevertheless, whenever there is a specific instruction from User Blockfills shall execute the Order following the specific instruction. The Blockfills execution policy does not, however, guarantee that execution at quoted prices (after deducting charges which may be included in the quoted price) will always be execution at a price which is as good as, or better than, one which might have been available elsewhere.

#### Execution as Matched Agent & Charges

Blockfills will deal with User as a matched agent unless it informs you otherwise and therefore User's Orders are executed with Blockfills. However, Blockfills acts as agent on behalf of User and as a matched agent executes a corresponding transaction with a third party to achieve the best execution results on User's behalf. The charges of Blockfills may be incorporated as a mark-up or mark-down (the difference between the price at which it takes a principal position and the transaction execution price with User). Blockfills may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down. The charges of Blockfills are not taken into account in determining best execution prices.

#### Execution Venue

#### Digital Currencies

Blockfills price quotes are generally derived from prices provided to its Platform-by-Platform users including selected top tier global providers in the wholesale digital currency markets which Blockfills believes will provide the best available prices to User on a consistent basis.

#### Closed Markets

**Blockfills services are offered 23.5 hours daily on business days. Full details of trading hours are published on the Blockfills website.**

Gapping, as described below, can occur when the market is not trading over the weekend with the result that on re-opening of the market price of the relevant digital Currency Pair can be markedly different from the closing price, with no opportunity for User to close its trade before the market re- opens.

#### Order Execution Risks

#### Slippage

Blockfills takes reasonable steps so that execution of quoted prices will obtain the best possible

result for User at the time the quote is provided however fast-moving markets may result in execution of a transaction at a price, which has ceased to be the best market price.

**Trading System or Internet Connectivity Execution Delays**

Delays in execution beyond the control of Blockfills may occur as a result of technical failures or malfunctions in connection with use of the Platform or Internet connectivity or processing speed for which we do not accept responsibility.

**Monitoring and Review**

Blockfills monitors the effectiveness of its Order execution arrangements and execution policy in order to identify and, where appropriate, correct any deficiencies. Blockfills shall notify User of any material changes to its Order execution arrangements or execution policy.

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “Agreement”), dated as of December 12, 2025, by and between Reliz Technology Group Holdings Inc. (“Blockfills”), a Delaware corporation, and its subsidiaries and affiliates, and 1548199 Alberta Ltd, a Alberta Corporation located at 21149 Township Road 524 Strathcona County, Alberta, (each a “Party” and collectively, the “Parties”).

1. Disclosure. The Parties may disclose or furnish to each other certain information which is considered confidential or proprietary in nature during the course of the Business Relationship, as defined below.

2. Business Relationship. “Business Relationship” means any discussions between the Parties concerning potential business transactions and any resulting business relationships between the Parties.

3. Confidential Information. Each Party agrees to treat as strictly confidential in accordance with the provisions of this Agreement any information owned or disclosed by or on behalf of a Party or any of its affiliates (the “Disclosing Party”) whether disclosed or furnished before or after the date of this Agreement (a) that is marked as confidential or proprietary; (b) that is otherwise confirmed to be confidential or proprietary; or (c) that the Party or its affiliate receiving the information (the “Receiving Party”) should reasonably believe to be confidential based upon the nature of the disclosure and the circumstances thereof, including, but not limited to, the Disclosing Party’s financial statements, operations, company organization, portfolio and position level information, data, formulas and related concepts, business plans (both current and under development), profit and loss statements, development programs, costs, revenues, trading, investments, credit and financial data, financing methods, spreadsheets, trade secrets, research, know-how, specifications, drawings, sketches, models, samples, data, technology, computer programs, documentation, software, computer systems, source code, object code methodologies, product development, distribution plans, contractual arrangements, the business and affairs of the Disclosing Party or any other information which is to be treated as confidential because of any duty of confidentiality owed by the Disclosing Party to a third party, which in each case is not publicly available and can be communicated by any means whatsoever, including without limitation oral, graphic, machine-readable, visual, written and electronic transmission, prepared by or disclosed to the Receiving Party or its Representatives (as defined below), affiliates and subsidiaries or advisors (such information being referred to as the “Confidential Information”).

4. Exceptions. As used in this Agreement, the term Confidential Information does not include any information which (i) is already in the Receiving Party’s possession (except for such information heretofore provided to the Receiving Party in connection with or in contemplation of the Business Relationship), provided that such information is not subject to a confidentiality agreement or other obligation of secrecy; (ii) is or becomes generally available to the public other than by a breach of any obligation of confidentiality; (iii) is disclosed to the Receiving Party or its Representatives by a third party, provided that such third party is not bound by a confidentiality agreement with or other obligation of secrecy to another party with respect to such information; or (iv) is independently developed by Receiving Party or its Representatives without access to or reliance on such information.

5. Restrictions on Use and Disclosure. Each Party agrees that the Confidential Information is of a proprietary and confidential nature and that damage to the Disclosing Party could result if it is disclosed to any additional party. Each Party hereby agrees that the Confidential Information will be used solely in connection with the Business Relationship. The Receiving Party agrees that, except as required by law, the Confidential Information will be kept confidential by the Receiving Party and its Representatives and will not be disclosed in any manner whatsoever, except that the Receiving Party may disclose all or portions of the Confidential Information to its directors, officers, employees, agents, affiliates, legal, accounting and financial representatives and advisors (collectively, the “Representatives”) who need to know such information in connection with the Business Relationship. The Receiving Party shall exercise reasonable precautions to prevent any unauthorized access, use or disclosure of the Confidential Information, inform its Representatives of the confidential nature of the Confidential Information and direct its Representatives to treat such information confidentially and otherwise to comply with the terms of this Agreement. In any event, the Receiving Party will be responsible for any act or omission of its Representatives that would be a breach of this Agreement if by Receiving Party.

6. No Disclosure of Negotiations, etc. Except as required to be disclosed or delivered to any court, governmental agency or regulatory authority, agency or instrumentality, or as required to be disclosed or delivered in connection with any legal proceeding or pursuant to any subpoena or regulatory or administrative examination, investigation or review, or as otherwise required to be disclosed or delivered by applicable law then in effect, the Receiving Party will not, and will direct its Representatives not to, disclose to any person either the fact that any investigations, discussions or negotiations are taking place between the Parties or that the Parties have requested or received Confidential Information, or any of the terms, conditions or other facts in respect of the Business Relationship, including the status thereof. The term “person” as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, company, partnership, entity, joint venture or individual.

7. Term. This Agreement may be terminated by either Party upon three days prior written notice to the other Party; provided, however, that notwithstanding any termination hereof, the Parties obligations under this Agreement shall remain in full force and effect with respect to Confidential Information for two (2) years after the effective date of such termination.

8. Disclosures pursuant to Legal Process. If the Receiving Party or its Representatives are requested or required (by oral questions, interrogatories, request for information or documents, subpoena, or similar process in any judicial proceeding) to disclose any Confidential Information, or any other material containing or reflecting information in the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information which the Receiving Party is advised by counsel is legally required and to exercise its best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Subject to the foregoing, the Disclosing Party’s failure or inability to obtain a protective order or other remedy as contemplated herein shall not prohibit or prevent the Receiving Party or its affiliates from complying with the required disclosure of such information (or any portion thereof).

9. Return of Confidential Information. In the event that a Party decides not to pursue or to end the Business Relationship, it will promptly inform the other Party of that decision. In that case, or at any time upon the Disclosing Party's request, the Receiving Party shall promptly destroy or return to the Disclosing Party all written Confidential Information and will not retain any copies, extracts or other reproductions in whole or in part of such Confidential Information, subject to any applicable record retention requirements, and the Receiving Party will give assurances in a form reasonably acceptable to the Disclosing Party that no additional copies remain in the Receiving Party's or any of its Representatives' possession or under the Receiving Party's or its Representatives' control or, through the Receiving Party, in the possession of third parties; provided that the foregoing obligation shall not apply to (i) any Confidential Information required to be retained pursuant to an applicable legal requirement or Receiving Party's bona fides document retention policies or (ii) electronic copies of Confidential Information created pursuant to automatic archival or backup processes where the destruction of such copies is not reasonably practicable. In addition, all writings prepared by the Receiving Party or its Representatives based on the information in the Confidential Information shall be held by the Receiving Party and its Representatives in strict confidence in accordance with the terms of this Agreement.

10. No Licenses, Representation or Warranty. The Parties understand and acknowledge that neither Party nor its respective Representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and that neither Party nor its respective Representatives shall have any liability to the other Party or any other person resulting from reliance on the Confidential Information. All of the Disclosing Party's rights in and to its Confidential Information remain the exclusive property of the Disclosing Party. Neither this Agreement, nor any disclosure of Confidential Information hereunder grants to the Receiving Party any right or license under any copyright, patent, mask work, trade secret or other intellectual property right, except solely for the use expressly permitted herein.

11. Equitable Relief. The Parties understand and agree that money damages would not be an adequate remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to seek equitable relief, including injunction, if the Receiving Party or its Representatives breach or threatens to breach any provision of this Agreement. The Receiving Party waives any requirement for the posting of a bond in connection therewith. Such remedies shall not be deemed to be the exclusive remedies for a breach or threatened breach of this Agreement but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

12. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflicts of law principles. The Parties consent to be subject to the laws of the State of Delaware and agree that all disputes arising under or relating to this Agreement shall only be brought in the federal and state courts located in Delaware.

13. Validity and Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

14. Binding Effect. This Agreement shall bind and inure to the benefit of and, be enforceable by, the Parties and their respective successors and permitted assigns. This Agreement will not be assigned by either party without the prior written consent of the other, not to be unreasonably withheld; provided that without notice or consent this Agreement may be assigned to a successor of such party by purchase, merger, or consolidation.

15. Amendments. This Agreement shall not be amended except by a writing signed by both Parties hereto.

16. Waiver. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements and understandings regarding the subject matter hereof.

18. Headings. Section headings are for the convenience of the Parties hereto and are not intended to be a part of or to affect the meaning or interpretation hereof.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

By: Ross Kleiman  
**Name:** Ross Kleiman  
**Title:** General Counsel  
**Company:** Reliz Technology Group Holdings Inc  
Email for Notices: notices@blockfills.com

By: Robert J Bertram  
**Name:** Robert Bertram  
**Title:** President  
**Company:** 1548199 Alberta Ltd  
Email for Notices: rbertram2@me.com

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Title	BlockFills NDA
File name	Reliz_Technology_...DA_-_Bertram.docx
Document ID	f440845dd7f804f87de8ebc9f71f54056af49d10
Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History

 SENT	<b>12 / 12 / 2025</b> 17:38:28 UTC	Sent for signature to Me (ross.kleiman@blockfills.com) and Robert Bertram (rbertram2@me.com) from ross.kleiman@blockfills.com IP: 216.80.94.11
 VIEWED	<b>12 / 12 / 2025</b> 17:38:33 UTC	Viewed by Me (ross.kleiman@blockfills.com) IP: 216.80.94.11
 SIGNED	<b>12 / 12 / 2025</b> 17:39:10 UTC	Signed by Me (ross.kleiman@blockfills.com) IP: 216.80.94.11
 VIEWED	<b>12 / 12 / 2025</b> 17:51:59 UTC	Viewed by Robert Bertram (rbertram2@me.com) IP: 104.28.116.14
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File name	Reliz_Technology_...DA_-_Bertram.docx
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Audit trail date format	MM / DD / YYYY
Status	● Signed

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**12 / 12 / 2025**  
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IP: 216.80.94.11



**12 / 12 / 2025**  
20:03:20 UTC

Signature request resent by Ross Kleiman  
(ross.kleiman@blockfills.com)  
IP: 216.80.94.11



**12 / 12 / 2025**  
20:04:12 UTC

Signed by Me (ross.kleiman@blockfills.com)  
IP: 216.80.94.11



**12 / 12 / 2025**  
22:39:06 UTC

Signed by Robert Bertram (rbertram2@me.com)  
IP: 86.104.20.217



**12 / 12 / 2025**  
22:39:06 UTC

The document has been completed.

UPDATES

# BLOCKFILLS 2025 YEAR IN REVIEW

## Happy New Year from Team BlockFills!

2025 was another great year for our team as it was filled with many exciting updates spanning from a full brand refresh to announcing new partnerships and introducing novelty trading products!

As we continue to evolve in tandem with the digital assets market, BlockFills has undergone internal transformations to provide the best possible resources, services, and trading opportunities to our clients and partners.

In this regard, BlockFills is excited to officially welcome our Interim CEO, **Joe Perry**, to the team. We look forward to entering this new era of digital assets alongside Joe, who has served on BlockFills' Board of Directors since 2019 and has a deep history with traditional and digital asset markets, and financial technology.

We are also grateful to you, our partners and clients, for your continued time, trust, and support. **We look forward to an exciting and prosperous 2026 with you!**

### 2025 Highlights:

#### Global Expansion

- BlockFills is thrilled to have opened our LATAM office earlier this year as well as welcomed our Brazilian based team:
  - **Ray Nasser**, Head of LATAM
  - **Pedro Rios**, Head of OTC Trading
  - **Frederic Kichenbrand**, Operations Controller
  - **Jorge Fantoni**, OTC Trading

#### This year, BlockFills transacted \$61.1B+ in volume this year, up 28% from 2024

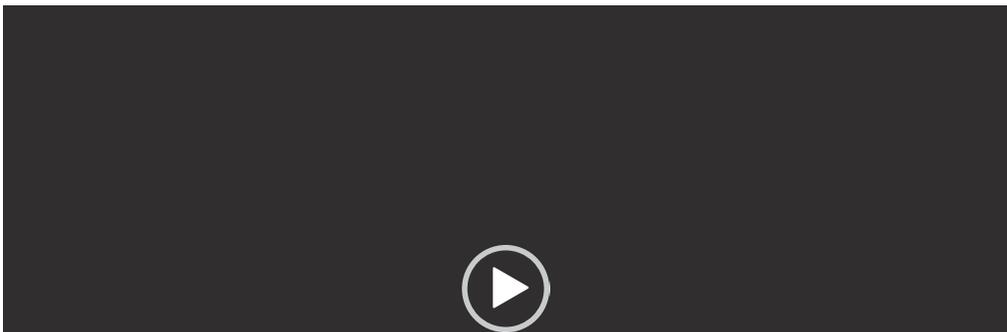
- \$17.9B+ [across spot trading](#)
- \$40.8B+ [across derivatives\\* trading](#)

\*Derivative Products available to Qualified Counterparties Only. For US Persons, client is an Eligible Contract Participant ("ECP") as defined in Section 1a(18) of the Commodity Exchange Act and related guidance. Non-US Persons must qualify as an Eligible Professional Client.

#### BlockFills now serves 2,000+ institutional clients across 95+ countries

Including over 300+ onboarded clients across 50+ countries in 2025

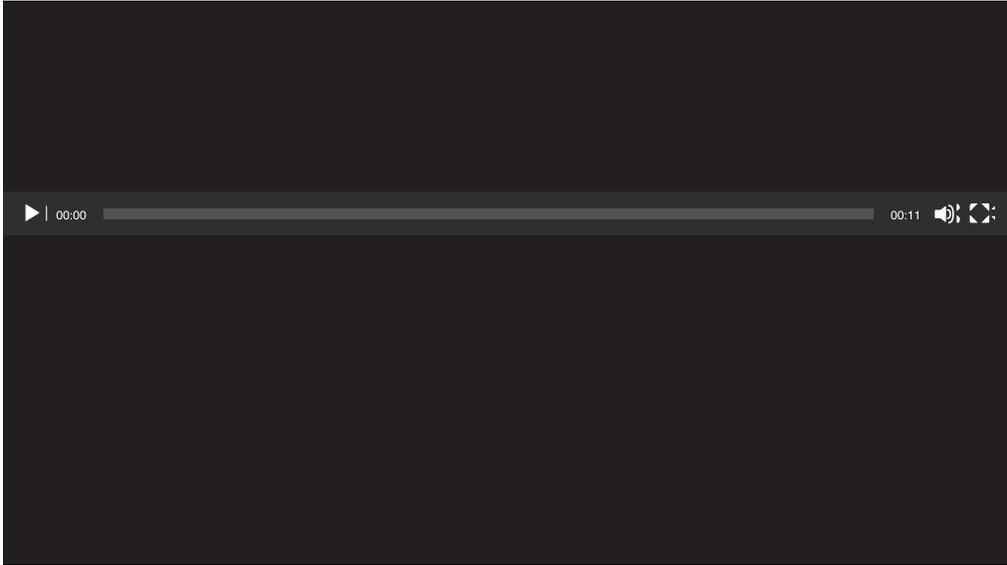
#### BlockFills also underwent a brand refresh earlier this year to reinstate **our commitment to Unlocking Digital Assets Markets**



**PLAINTIFFS'  
EXHIBIT**

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**5**



SOC 2 Type II examination

- BlockFills and BCB Group partnered to deliver efficient payments services
- **CQG Integration**
  - BlockFills partnered with CQG to offer streaming crypto liquidity on CQG's trading platform
- **Fordefi Partnership**
  - BlockFills partnered with Fordefi to enhance secure DeFi access, empowering Venture Capital & DeFi communities across blockchains
- **Definitive Partnership**
  - BlockFills partnered with Definitive Finance to enhance BlockFills' automated trade execution capabilities for DeFi, on-chain transactions
- **Balmoral Partnership**
  - BlockFills and Balmoral Partners Investment Management introduce a new digital asset collateralized lending fund
- **Your Bourse Connection**
  - BlockFills added connectivity to Your Bourse, bringing new liquidity opportunities to brokerages and institutional market participants
- **QIS Partnership**
  - BlockFills and QIS Risk collaborated in providing comprehensive portfolio visibility and sophisticated risk analysis in active options\* environment

Wishing you and your family a very happy and healthy New Year!

**Sincerely,**

**The BlockFills Team**

This entry was posted in [Updates](#). Bookmark the [permalink](#).



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Alyssa Kiriakos

PLAINTIFFS'  
EXHIBIT

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**From:** Andrew Iwaszkiewicz <andrew.iwaszkiewicz@blockfills.com>  
**Date:** January 5, 2026 at 1:47:26 PM GMT-7  
**To:** Rob Bertram <rbertram2@me.com>  
**Subject:** BlockFills Welcome Letter - Account Approved

Rob,

Thank you for choosing BlockFills! We want to take this opportunity to welcome you as a client and to let you know that your account with us has been approved.

**1548199 Alberta Ltd** has been assigned the account number **B16345**. For your records, our Terms of Business [can be found here](#).

### **Logging into Vision**

[Vision](#) is the name of our Client Portal and web-based trading and account management solution. We ask that you please review our [tutorials](#), especially the video about the [Settlements Tab](#), as this is where you will want to start as a new client. Depending on the permissions assigned during the application process, team members can utilize [Vision](#) to:

- View account balances, positions, and transaction history (please watch this [short video](#) made exclusively for BlockFills clients, please do not distribute)
- Trade ([short video](#) made exclusively for BlockFills clients, please do not distribute)
- Submit New Fiat or Crypto Settlement Instructions for Approval / Whitelisting or Settlement Requests ([short video](#) made exclusively for BlockFills clients, please do not distribute)

Individuals named during the onboarding process will receive credentials soon. We recommend you bookmark the link, which can be found [here](#). If you need to add additional users in the future, [use this link](#) or [contact us for support](#).

### **Wallet Whitelisting**

Prior to requesting a crypto settlement or sending in any crypto, we require that the originating/receiving address be whitelisted. Only users specified as having the authority to submit new settlement instructions on the onboarding application will have this ability inside their [Vision](#) portal.

### **Funding with Fiat**

- Once your bank information is approved, instructions will be displayed under the "Deposit Banks" tab in the Settlements section of the Vision platform.

## **24 Hour Support**

BlockFills offers a variety of support services. Our support staff can assist you with questions regarding statements, positions, settlements, technical support and general trading. If you have questions concerning your account our support team can be reached via Telegram Chat, email [techsupport@blockfills.com](mailto:techsupport@blockfills.com), or by phone @ 1-312-235-1024. BlockFills is staffed 24hrs a day, 5.5 days per week Sunday-Friday. OTC Trading begins Sunday at 5 PM (EST) each week and closes on Friday at 4 PM each week. Clients using the BlockFills electronic trading system or API have 24/7 trading access via FIX API or via [Vision](#).

## **To Begin Trading:**

Orders can be executed via OTC Chat, [Vision](#), or our FIX API. If you are trading OTC via a chat medium such as Telegram or Slack, your representative will contact you for further instructions. **We highly recommend that you become familiar with [Vision](#).** Within [Vision](#), once enabled, permissioned users can trade, view balances and positions, access transaction history, and request settlement.

## **Settlements**

- All settlements are made daily before 5 PM EST.
- If you are trading on credit, all settlements must be made daily.
- Settlement instructions and requests (including new wallet addresses and bank accounts) can be submitted by authorized individuals via [Vision](#).
- For detailed settlement information, contact our team via chat, Phone (1-312-235-1024) or email [support@blockfills.com](mailto:support@blockfills.com) with your questions.

Thank you again for joining the BlockFills team. Please contact us with any questions. We look forward to serving you.

Sincerely,

**The BlockFills Team**



# TRANSACTION RECEIPT

GENERATED AT 2026-03-05 02:29 (UTC)

BLOCKCHAIN **ETHEREUM**

TRANSACTION ID 0x020166928375c36d8954ba39d64c47348d0e74f157fe4dfabce808840d1a6a86

DATE & TIME Jan 16, 2026 · 20:23 (UTC)

TRANSACTION STATUS In block 24,249,661 · CONFIRMED ✓

TRANSACTION FEE NO FEE

## MAIN TRANSFERS

Sender / Recipient	Amount	
From <u>0x12877e86e01c6b080076e808180e02aedb9090ed</u>	0.000002158197845120	Burnt fee
To <u>the-void</u>	0.00 USD	
From <u>0x12877e86e01c6b080076e808180e02aedb9090ed</u>	0.000000746896543360	Miner fee
To <u>0xdadb0d80178819f2319190d340ce9a924f783711</u>	0.00 USD	
From <u>0x12877e86e01c6b080076e808180e02aedb9090ed</u>	0.000000000000000000	N/A
To <u>0xa0b86991c6218b36c1d19d4a2e9eb0ce3606eb48</u>	0.00 USD	

## ERC-20 TRANSFERS

Sender / Recipient	Amount
--------------------	--------

\* USD values displayed at the time of transaction

Sender / Recipient	Amount
From <u>0x12877e86e01c6b080076e808180e02aedb</u>	50.000000 USDC 
<u>9090ed</u>	49.98 USD
To <u>0x42ae1d6a320e93f119d6f136912cfa12f0</u>	
<u>799b8a</u>	

\* USD values displayed at the time of transaction

**DISCLAIMER**

THIS RECEIPT IS BASED ON PUBLIC DATA FROM THE ETHEREUM BLOCKCHAIN. BLOCKCHAIR MAKES NEITHER WARRANTY THAT THIS RECEIPT IS FREE OF ERRORS, NOR WARRANTY THAT ITS CONTENT IS ACCURATE. BLOCKCHAIR WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OF ANY KIND, FROM ACTION TAKEN, OR TAKEN IN RELIANCE ON INFORMATION CONTAINED IN THIS RECEIPT. BLOCKCHAIR IS NEITHER A BANK, NOR A PAYMENT PROCESSOR FOR THIS PAYMENT. BLOCKCHAIR DOES NOT PROVIDE SUPPORT IN CASE OF PROBLEMS ASSOCIATED WITH THIS RECEIPT.

**PLAINTIFFS'  
EXHIBIT**  

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# TRANSACTION RECEIPT

GENERATED AT 2026-03-05 02:38 (UTC)

**BLOCKCHAIN**                      ETHEREUM

**TRANSACTION ID**                0xd5da20037a8455096c5a3038fe92e10be914990d65  
1769584cbd6f02a43433c7

**DATE & TIME**                    Jan 16, 2026 · 20:49 (UTC)

**TRANSACTION STATUS**          In block 24,249,787 · CONFIRMED ✓

**TRANSACTION FEE**                NO FEE

## MAIN TRANSFERS

Sender / Recipient	Amount	
From <u>0x12877e86e01c6b080076e80818</u> <u>0e02aedb9090ed</u>	0.000002367592617080	Burnt fee
To <u>the-void</u>	0.00 USD	
From <u>0x12877e86e01c6b080076e80818</u> <u>0e02aedb9090ed</u>	0.000001428924585320	Miner fee
To <u>0xdadb0d80178819f2319190d340</u> <u>ce9a924f783711</u>	0.00 USD	
From <u>0x12877e86e01c6b080076e80818</u> <u>0e02aedb9090ed</u>	0.000000000000000000	N/A
To <u>0xa0b86991c6218b36c1d19d4a2e</u> <u>9eb0ce3606eb48</u>	0.00 USD	

## ERC-20 TRANSFERS

Sender / Recipient	Amount
--------------------	--------

\* USD values displayed at the time of transaction

Sender / Recipient	Amount
From <u>0x12877e86e01c6b080076e808180e02aedb</u>	650,000.000000 USDC 
<u>9090ed</u>	649,845.51 USD
To <u>0x42ae1d6a320e93f119d6f136912cfa12f0</u>	
<u>799b8a</u>	

\* USD values displayed at the time of transaction

**DISCLAIMER**

THIS RECEIPT IS BASED ON PUBLIC DATA FROM THE ETHEREUM BLOCKCHAIN. BLOCKCHAIR MAKES NEITHER WARRANTY THAT THIS RECEIPT IS FREE OF ERRORS, NOR WARRANTY THAT ITS CONTENT IS ACCURATE. BLOCKCHAIR WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OF ANY KIND, FROM ACTION TAKEN, OR TAKEN IN RELIANCE ON INFORMATION CONTAINED IN THIS RECEIPT. BLOCKCHAIR IS NEITHER A BANK, NOR A PAYMENT PROCESSOR FOR THIS PAYMENT. BLOCKCHAIR DOES NOT PROVIDE SUPPORT IN CASE OF PROBLEMS ASSOCIATED WITH THIS RECEIPT.

Alyssa Kiriakos

PLAINTIFFS'  
EXHIBIT

9



**From:** Blockfills <alerts@blockfills.com>  
**Date:** January 8, 2026 at 11:33:48 AM GMT-7  
**To:** rbertram2@me.com, settlements@blockfills.com, john@blockfills.com, andrew.iwaszkiewicz@blockfills.com, gian.dardet@blockfills.com  
**Subject:** Withdrawal Address Update



Client: 1548199 Alberta Ltd  
Asset: BTC  
Address: bc1qaz6hqscqsx26vpyjcla52ftyicsvj0wfu0xpga3

Your new wallet address has been APPROVED. You may now fund your BlockFills account from your approved address and/or request withdrawals to that address. For deposit information or to make a withdrawal request, login to the [BlockFills Client Portal](#). Contact your sales representative if you need access to the client portal.

Sincerely,  
BlockFills

To see further details of your account, go to [BlockFills Client Portal](#). Please carefully review all information in this notice. Any discrepancies should be communicated to Blockfills (Reliz Ltd) at [settlements@blockfills.com](mailto:settlements@blockfills.com). Failure to do so will be deemed to be your agreement that this information is correct.

---

BlockFills (Reliz Ltd)  
[info@blockfills.com](mailto:info@blockfills.com)  
[www.blockfills.com](http://www.blockfills.com)



# ADDRESS STATEMENT

GENERATED AT 2026-02-27 19:05 (UTC)

BLOCKCHAIN	BITCOIN
ADDRESS ID	<u>1NCroWLG9GvhtM18kKLx4LjyqSPp9RD6ZJ</u>
TOTAL RECEIVED	40.00100000 BTC
	2,611,208.87 USD
TOTAL SENT	40.00100000 BTC
	2,611,208.87 USD

Token	Balance
Bitcoin	0.00000000 BTC
	0.00 USD

## MAIN EVENTS

#	Date & time	Transaction Id	Amount	
1	2026-01-16 22:06:47	<u>b375e53fa34a61dcfcc8ec</u> <u>d0be3c74926446c251d9d0</u> <u>99d4adb5b2c2e6f5b55a</u>	- 40.00000000 BTC	
			3,820,560.00 USD	
2	2026-01-16 21:27:48	<u>02e6674fd5e8f222781f7a</u> <u>1836d556ecdec83e7e23b</u> <u>f4716b763ddaafc6639ba</u>	+ 40.00000000 BTC	
			3,820,940.80 USD	
3	2026-01-16 21:27:48	<u>20897841f7abecc7d57ee4</u> <u>fb892840a06fb4a7c6d03</u> <u>0dedfe0d7bee8888f0a0</u>	- 0.00100000 BTC	
			95.52 USD	

\* USD values displayed at the time of transaction

#	Date & time	Transaction Id	Amount
4	2026-01-16 21:16:48	<u>3741053893fb85477aed7d</u> <u>d83cba35cab0bc684a5872</u> <u>cd5f0885d328d0f7bdff</u>	+ 0.00100000 BTC   95.52 USD

\* USD values displayed at the time of transaction

**DISCLAIMER**

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Alyssa Kiriakos

PLAINTIFFS'  
EXHIBIT

11



**From:** Blockfills <[alerts@blockfills.com](mailto:alerts@blockfills.com)>

**Subject:** Withdrawal Bank Update

**Date:** February 6, 2026 at 7:29:35 AM GMT-7

**To:**

<[andrew.iwaszkiewicz@blockfills.com](mailto:andrew.iwaszkiewicz@blockfills.com)>, <[john@blockfills.com](mailto:john@blockfills.com)>, <[settlements@blockfills.com](mailto:settlements@blockfills.com)>  
, <[rbertram2@me.com](mailto:rbertram2@me.com)>, <[gian.dardet@blockfills.com](mailto:gian.dardet@blockfills.com)>



Client: 1548199 Alberta Ltd  
Asset: USD  
Bank Name: TD Canada Trust  
Wire Beneficiary: 1548199 Alberta Ltd  
SSI/Memo: SWIFT BOFAUS3NXXX

Your new bank account has been APPROVED. You may now fund your BlockFills account from your approved bank and/or request withdrawals to that bank. For deposit information or to make a withdrawal request, login to the [BlockFills Client Portal](#). Contact your sales representative if you need access to the client portal.

Sincerely,  
BlockFills

To see further details of your account, go to [BlockFills Client Portal](#). Please carefully review all information in this notice. Any discrepancies should be communicated to Blockfills (Reliz Ltd) at [settlements@blockfills.com](mailto:settlements@blockfills.com). Failure to do so will be deemed to be your agreement that this information is correct.

---

BlockFills (Reliz Ltd)  
[info@blockfills.com](mailto:info@blockfills.com)  
[www.blockfills.com](http://www.blockfills.com)

Alyssa Kiriakos

PLAINTIFFS'  
EXHIBIT

12



**From:** BlockFills Updates <updates@blockfills.com>  
**Date:** February 6, 2026 at 5:20:45 PM GMT-7  
**To:** rbertram2@me.com  
**Subject:** Robert, Confidential Communication -NOT FOR DISTRIBUTION- Temporary Suspension of Client Deposits and Withdrawals  
**Reply-To:** updates@blockfills.com



**Disclaimer:** This email was sent to a specific intended recipient, **DO NOT FORWARD**. You are receiving this email because you are a client of BlockFills (Reliz Ltd.) If you have received this message in error or are unsure if you are still qualified to receive this email, please notify the sender and delete the message immediately.

**CONFIDENTIAL COMMUNICATION - NOT FOR DISTRIBUTION**

This notice is provided solely to keep clients informed and is confidential. It may not be shared, reproduced, or disclosed to others without the Company's prior written consent.

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**Dear Valued Client,**

In light of recent market and financial conditions, and to further the protection of our clients and the firm, **BlockFills has temporarily suspended client deposits and withdrawals.** Any funds deposited today and going forward **will be refused and returned** until this matter is resolved.

Please note clients may continue trading with BlockFills, subject to the below guidelines that our trading systems and operations will be employing at this time:

#### **Spot/Derivatives\* Trading**

- Opening and closing of positions will be permitted.
- Existing derivatives\* positions that require additional margin **may** be closed.

#### **Lend/Borrow**

- Existing loans that require additional margin **may** be closed.
- Any interest that is due, but unpaid, will be deducted from collateral balances.

BlockFills has been working diligently to resolve this matter as quickly as possible. We appreciate your patience and understanding at this time. We will continue to

inform you of any updates pertaining to our trading operations and to this temporary suspension.

Please [contact BlockFills](#) with any questions you may have at this time.

Sincerely,

**The BlockFills Team**

***Disclaimer:** \*Derivative Products available to Qualified Counterparties Only. For US Persons, client is an Eligible Contract Participant (“ECP”) as defined in Section 1a(18) of the Commodity Exchange Act and related guidance. Non-US Persons must qualify as an Eligible Professional Client. BlockFills only provides services to customers resident in the UK who fall within an exemption available under the UK financial promotion regime (Investment professionals, High net worth individuals, High net worth companies, unincorporated associations etc. Certified sophisticated investors).*



[Contact Us](#)

[BlockFills](#)

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The information in this email is not to be construed as an offer to sell or a solicitation or an offer to buy contracts for difference or foreign exchange. All factual information in this email has been obtained from sources believed to be reliable but is not necessarily all-inclusive and is not guaranteed as to the accuracy, and is not to be construed as representation by Reliz Ltd. The risks of trading crypto currencies, contracts for difference and foreign exchange can be substantial. Each investor must consider whether this is a suitable investment. Before trading one should be aware that with potential profits there is also

potential for losses that may be very large. Crypto Currencies, Contracts For Difference and Foreign Exchange investing involves risk and is not suitable for everyone. Those acting on this information are responsible for their own actions. Past performance is not indicative of future results.

BlockFills, 401 W Ontario St., 400, Chicago, IL 60654, United States, (312) 858-8501

[Unsubscribe](#) [Manage preferences](#)

Alyssa Kiriakos

PLAINTIFFS'  
EXHIBIT

13

**Subject:** Demand and Notice  
**Attachments:** Rescission\_Demand\_Letter\_All\_Entities.pdf; DO\_Companion\_Letter\_All\_Entities\_Aligned.pdf

**From:** Rob Bertram <rbertram2@me.com>  
**Date:** February 6, 2026 at 3:05:06 PM GMT-7  
**To:** Ross Kleiman <ross.kleiman@blockfills.com>, joe.perry@blockfills.com, gordon@blockfills.com  
**Subject:** Demand and Notice

Joe and Gordon, Thank you for chatting with me earlier today.

Please find attached formal correspondence issued by **1548199 Alberta Ltd.** in connection with its client relationship with **Reliz Ltd., Reliz Technologies LLC, Reliz Technology Group Holding Inc and BlockFills.**

The attached documents include:

1. **Formal Notice of Rescission and Demand for Immediate Return of Client Funds**
2. **Notice of Potential Director and Officer Liability**

These notices set out 1548199 Alberta Ltd.'s position regarding the onboarding, acceptance, and use of client funds during a period of undisclosed financial distress, and the resulting rights and remedies being asserted.

This email and the attached correspondence are intended to ensure prompt and clear notice to all relevant entities, directors, officers, and controlling persons. Please ensure that these materials are circulated internally to appropriate decision-makers, compliance personnel, and insurers without delay.

We request written confirmation of receipt of this email and the attached notices.

All rights are expressly reserved.

Sincerely,

**Robert J Bertram**

**1548199 Alberta Ltd.**

FORMAL NOTICE AND DEMAND GOVERNED BY ILLINOIS LAW

February 6, 2026

Via Email

Reliz Ltd.  
(An Exempted Company Incorporated in the Cayman Islands)  
Attention: Board of Directors and Officers

Reliz Technologies LLC  
(An Illinois Limited Liability Company)  
Attention: Board of Directors, Officers, and Managing Members

Reliz Technology Group Holdings INC  
(A Delaware Corporation)  
Attention: Board of Directors, Officers, and Managing Members

BlockFills  
(a trading name used by used by one or more of the foregoing)  
Attention: Executive Management

Re: Formal Notice of Rescission and Demand for Immediate Return of Funds  
1548199 Alberta Ltd. – Account Reference

This letter is sent by 1548199 Alberta Ltd. (the “Client”).

For purposes of this correspondence, “Reliz” or the “Company” refers collectively to:

- (i) Reliz Ltd., an exempted company incorporated in the Cayman Islands;
- (ii) Reliz Technologies LLC, an Illinois limited liability company;
- (iii) Reliz Technology Group Holdings INC, a Delaware corporation

- (iv) BlockFills, a trade name and operating brand used by one or more of the foregoing; and
- (v) any parent, subsidiary, affiliate, predecessor, successor, or related entity, together with their respective directors, officers, managing members, employees, agents, restructuring professionals, and controlling persons.

This letter constitutes formal notice of rescission under Illinois law of the Client's onboarding and funding transaction with the Company, and a demand for the immediate return of all funds transferred.

### **1. Background**

1. On January 6, 2026, the Client was onboarded as a new customer of the Company.
2. On January 16, 2026, the Client transferred 40.001 BTC and 650,050.00 USDC to the Company (the "Funds").
3. The Funds were transferred in reliance on the Company's express and implied representations that it was solvent, able to meet client obligations as they became due, and operating in the ordinary course without undisclosed liquidity constraints.
4. Very shortly after receipt of the Funds, the Company defaulted on payment, settlement, or withdrawal obligations to clients.

At no time prior to onboarding or receipt of the Funds did the Company disclose any material liquidity crisis, financial distress, inability to meet obligations, or existing defaults.

### **2. Additional Facts Supporting Rescission**

Subsequent to the onboarding of 1548199 Alberta Ltd., senior representatives of the Company, including executive leadership, advised that the Company had become aware of material financial distress as early as August 2025 and had retained a restructuring professional to address those issues.

This information further confirms that, at the time new client funds were solicited and accepted, the Company knew or should have known that it was experiencing liquidity distress that materially affected its ability to meet client obligations. These facts were not disclosed to 1548199 Alberta Ltd. prior to onboarding or funding.

### **3. Misrepresentation and Omission Under Illinois Law**

Under Illinois law, a party may not solicit or accept funds while concealing material facts necessary to make its representations not misleading. The failure to disclose

known liquidity distress, insolvency risk, or restructuring activities constitutes fraudulent and/or negligent misrepresentation by omission. Risk disclosures and limitation-of-liability provisions do not shield a party from liability for fraud or misrepresentation.

#### **4. Rescission, Unjust Enrichment, and Tracing**

Because the Client's consent was induced by material misrepresentation and omission:

- the Client hereby rescinds the onboarding and funding transaction ab initio;
- the Funds were improperly obtained and may not be retained by the Company; and
- retention of the Funds constitutes unjust enrichment and knowing receipt.

The Client expressly asserts the right to trace the Funds and to seek equitable relief establishing that such Funds are not part of the Company's general assets.

#### **5. Directors, Officers, and Restructuring Professionals**

The Client expressly reserves all rights to pursue claims against any current or former directors, officers, managing members, controlling persons, de facto officers, restructuring professionals, or other individuals who authorized, participated in, influenced, or failed to prevent the onboarding of new clients and acceptance of funds during a period of known or reasonably foreseeable liquidity distress, financial distress, or insolvency.

#### **6. Demand**

Accordingly, the Client demands that within seventy-two (72) hours of receipt of this letter, the Company:

1. Confirm in writing that it accepts rescission; and
2. Return 100% of the Funds — 40.001 BTC and 650,050.00 USDC — to the originating account or wallet.

If this matter is not resolved immediately, the Client will pursue all available remedies without further notice, including emergency injunctive relief, tracing and constructive trust remedies, and claims against the Company's directors, officers, and other Covered Persons individually.

#### **7. Governing Law, Jurisdiction, and Reservation of Rights**

The Company's service agreement references the law of the Cayman Islands for certain contractual matters. Nothing in this demand constitutes a waiver of, or concession to, exclusive Cayman Islands jurisdiction.

This demand expressly preserves, and is made pursuant to, all rights and remedies available under applicable United States and Illinois law, including claims sounding in fraud, fraudulent concealment, negligent misrepresentation, unjust enrichment, rescission for inducement, aiding and abetting, and claims against directors, officers, controlling persons, and affiliated entities arising from conduct occurring in, directed to, or causing harm within the United States.

For the avoidance of doubt, this demand is asserted against all entities and persons involved in the solicitation, onboarding, acceptance, custody, use, or control of client funds, whether acting directly or indirectly, and whether operating under the BlockFills name or otherwise.

Nothing in this letter constitutes a waiver of any rights or remedies, all of which are expressly reserved.

Sincerely,

1548199 Alberta Ltd.

By:



Name: Robert J. Bertram

Title: Director

21149 Twp 524 Ardrossan, Alberta, Canada

rbertram2@me.com

FORMAL NOTICE OF DIRECTOR AND OFFICER POTENTIAL LIABILITY GOVERNED BY  
ILLINOIS LAW

February 6, 2026

Via Email

Reliz Ltd.  
(An Exempted Company Incorporated in the Cayman Islands)  
Attention: Board of Directors and Officers

Reliz Technologies LLC  
(An Illinois Limited Liability Company)  
Attention: Board of Directors, Officers, and Managing Members

Reliz Technology Group Holdings INC  
(A Delaware Corporation)  
Attention: Board of Directors, Officers, and Managing Members

BlockFills  
(a trading name used by Reliz Ltd. and/or Reliz Technologies LLC)  
Attention: Executive Management

Re: Notice of Potential Personal Liability of Directors, Officers, and Other Covered Persons

This letter is sent by 1548199 Alberta Ltd.

For purposes of this correspondence, "Reliz" or the "Company" refers collectively to:

- (i) Reliz Ltd., an exempted company incorporated in the Cayman Islands;
- (ii) Reliz Technologies LLC, an Illinois limited liability company;
- (iii) Reliz Technology Group Holdings INC, a Delaware corporation
- (iv) BlockFills, a trade name and operating brand used by one or more of the foregoing; and

(v) any parent, subsidiary, affiliate, predecessor, successor, or related entity, together with their respective directors, officers, managing members, employees, agents, restructuring professionals, and controlling persons.

### **1. Purpose of Notice**

This correspondence is provided to place all Covered Persons on formal notice that 1548199 Alberta Ltd. is investigating and preserving claims arising from the solicitation, onboarding, acceptance, custody, use, and control of client funds during a period of known or reasonably foreseeable liquidity distress, financial distress, or insolvency.

### **2. Knowledge of Financial Distress**

1548199 Alberta Ltd. has been advised by senior representatives of the Company that material financial distress was identified as early as August 2025 and that a restructuring professional was retained to address those issues. Despite this knowledge, new client funds were solicited and accepted without disclosure of such distress.

### **3. Basis for Potential Personal Liability**

Under Illinois and applicable United States law, Covered Persons may be held personally liable where they authorize, approve, participate in, influence, benefit from, or fail to take reasonable steps to prevent conduct involving fraudulent or negligent misrepresentation, material omission, unjust enrichment, aiding and abetting, or other tortious conduct.

### **4. Preservation of Records**

All Covered Persons are hereby directed to preserve all documents, communications, and electronically stored information relating to liquidity, solvency, onboarding decisions, use of client funds, restructuring activities, and communications with counterparties, lenders, auditors, regulators, or advisors. This obligation applies to business and personal devices, accounts, messaging platforms, and cloud storage.

### **5. Insurance Notice**

Covered Persons are advised that they may wish to promptly notify any applicable directors' and officers' liability insurers of circumstances that may give rise to

claims, in order to preserve coverage. This correspondence is intended to constitute notice of such circumstances.

## **6. Governing Law, Jurisdiction, and Reservation of Rights**

While the Company's service agreement references the law of the Cayman Islands for certain contractual matters, this notice does not concede exclusive Cayman Islands jurisdiction.

1548199 Alberta Ltd. expressly preserves all rights and remedies available under applicable United States and Illinois law, including claims sounding in fraud, fraudulent concealment, negligent misrepresentation, unjust enrichment, aiding and abetting, and claims against directors, officers, controlling persons, and affiliated entities arising from conduct occurring in, directed to, or causing harm within the United States.

Notice to any one Covered Person shall constitute notice to all Covered Persons.

Nothing in this letter constitutes a waiver of any rights or remedies, all of which are expressly reserved.

Sincerely,

1548199 Alberta Ltd.

By:

Name: Robert J. Bertram  
Title: Director  
21149 Twp 524 Ardrossan, Alberta, Canada  
rbertram2@me.com

UPDATES

# BLOCKFILLS' STATEMENT ON RECENT TEMPORARY SUSPENSION ON CLIENT DEPOSITS/WITHDRAWALS: 02/11/2026

In light of recent market and financial conditions, and to further the protection of clients and the firm, BlockFills took the action last week of temporarily suspending client deposits and withdrawals. Clients have been able to continue trading with BlockFills for the purpose of opening and closing positions in spot and derivatives\* trading and select other circumstances.

BlockFills is committed to transparency in its communications and to the protection of its clients. Management has been working hand in hand with investors and clients to bring this issue to a swift resolution and to restore liquidity to the platform. The firm has also been in active dialogue with our clients throughout this process, including information sessions and an opportunity to ask questions of senior management. BlockFills is working tirelessly to bring this matter to a conclusion and will continue to regularly update our clients as developments warrant.

*\*Derivative Products available to Qualified Counterparties Only. For US Persons, client is an Eligible Contract Participant ("ECP") as defined in Section 1a(18) of the Commodity Exchange Act and related guidance. Non-US Persons must qualify as an Eligible Professional Client. BlockFills only provides services to customers resident in the UK who fall within an exemption available under the UK financial promotion regime (investment professionals, high net worth individuals, high net worth companies, unincorporated associations, certified sophisticated investors, etc.).*

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[BlockFills 2025 Year in Review](#)



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# **EXHIBIT C**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

1548199 Alberta Ltd. and Robert  
J. Bertram,

Plaintiff,

v.

Reliz Technology Group Holdings  
Inc., Reliz Technologies LLC, Reliz  
Ltd., Reliz CI Ltd., Joseph Patrick  
Perry, Nicholas Hammer, and  
Gordon Wallace,

BlockFills.

Case No. 26-CV-02451

**Plaintiffs' Motion for a Temporary Restraining Order  
and Preliminary Injunction**

Pursuant to Rule 64 and Rule 65 of the Federal Rules of Civil Procedure and Section 11-101 of the Illinois Code of Civil Procedure, Plaintiffs, 1548199 Alberta Ltd. and Robert J. Bertram (collectively, "Plaintiffs"), by and through their attorneys, the Patterson Law Firm, LLC, respectfully move this Court to grant emergency injunctive relief to freeze and prevent the dissipation of Plaintiffs' traceable digital assets (consisting of 40.001 Bitcoin and 650,050.00 USD Coin) that are being wrongfully held, controlled, or possessed by BlockFills Reliz Ltd., Reliz Technology Group Holdings Inc., Reliz Technologies LLC, and their officers, directors, agents, and affiliates (together, "BlockFills"). In support thereof, Plaintiffs state as follows:

## INTRODUCTION

This is an emergency motion to preserve specific, identifiable digital assets that Plaintiffs transferred to BlockFills for custody and collateral purposes only, and which BlockFills obtained through fraudulent inducement by material misrepresentations and omissions. Among other relief, Plaintiffs seek an order freezing 40.001 BTC and 650,050.00 USDC, or their traceable Client Assets, to prevent irreparable harm pending resolution of Plaintiffs' claims. Without immediate injunctive relief, BlockFills will dissipate, transfer, or otherwise render unavailable the specific digital assets that are the subject of this litigation, causing Plaintiffs immediate and irreparable injury.

## FACTUAL BACKGROUND

Plaintiffs have filed a Verified Complaint seeking remedies, including equitable relief, for rescission, a variety of claims (including breach of contract, unjust enrichment, fraud, conversion, and the imposition of a constructive trust). A copy of the Verified Complaint is attached hereto as **Exhibit 1** and incorporated herein by reference. For purposes of this motion, the key facts are summarized below.

On December 12, 2025, Plaintiff Robert J. Bertram met with BlockFills representatives who assured him their operations were reliable and offered tri-party custody arrangements to address his counterparty risk concerns. The parties specifically communicated that any digital

assets deposited with BlockFills by Plaintiffs would be for collateral purposes only.

On January 16, 2026, Plaintiffs transferred 40.001 BTC and 650,050.00 USDC (the "Client Assets") to BlockFills, who immediately swept and commingled these assets with corporate funds despite their contractual obligations to keep client money separated from BlockFills' working capital.

BlockFills has admitted that, as of August 2025, it had a negative balance sheet of approximately \$77 million and had retained restructuring advisors. Despite this knowledge of financial distress, they continued accepting new customers (like Plaintiffs) and new deposits (like the Client Assets) through February 2026. BlockFills additionally admitted that they had commingled customer funds with company funds, and that these commingled funds were being used to pay for corporate liabilities.

On February 6, 2026, BlockFills suspended customer withdrawals, and during the subsequent town hall meetings, Defendant Joseph Perry admitted to the negative balance sheet, the commingling of customer and firm assets, and to using customer funds to satisfy corporate liabilities. BlockFills' wrongful behavior is ongoing. On February 6, 2026, Plaintiffs demanded return of their 40.001 BTC and 650,050.00 USDC, but BlockFills has not complied, leaving Plaintiffs unable to access their assets.

## LEGAL STANDARD

A party seeking a temporary restraining order (a "TRO") or a preliminary injunction "must make an initial threshold showing that: (1) it has some likelihood of succeeding on the merits; (2) it will suffer irreparable harm if the injunction is not granted; and (3) traditional legal remedies would be inadequate." *Rogers v. Dart*, No. 24-cv-03739, 2025 U.S. Dist. LEXIS 151236, at \*2-3 (N.D. Ill. Aug. 6, 2025); see *Nunnally v. Secretary of Veterans Affairs*, No. 26-CV-00102-SPM, 2026 U.S. Dist. LEXIS 22466, at \*4 (S.D. Ill. Feb. 3, 2026). "If the moving party meets this burden, the court weighs these factors along with any irreparable harm the non-moving party will suffer if preliminary relief is granted, balancing that harm against the irreparable harm to the moving party if relief is denied." *Mintel Int'l Group, Ltd. v. Neergheen*, Case No. 08-CV-3939, 2008 U.S. Dist. LEXIS 54119 \*4 (N.D. Ill. July 8, 2008). "Finally, the court considers the public interest served by granting or denying the injunction, including the effects of the injunction on non-parties." *Id.*

In 2020, the Seventh Circuit clarified the proper standard for evaluating a "likelihood of success" on the merits. It adopted the requirement of a "strong" showing of likelihood of success, rejecting the prior standard, a "better than negligible" chance of succeeding on the merits. *Ill. Republican Party v. Pritzker*, 973 F.3d 760, 762-63 (7th Cir. 2020), citing *Nken v. Holder*, 556 U.S. 418, 420 (2009). "The revision, however, is only a change in degree, not kind: a plaintiff must still only

demonstrate that the claim has 'some chance' of success; 'better than negligible' will not do." *Westrock Co. v. Dillon*, Case No. 21-CV-05388, 2021 U.S. Dist. LEXIS 245227, \*16 (N.D. Ill. Dec. 22, 2021). "A 'strong' showing thus does not mean proof by a preponderance—once again, that would spill too far into the ultimate merits for something designed to protect both the parties and the process while the case is pending." *Ill. Republican Party*, 973 F.3d at 763. Normally, the showing includes a demonstration of how the applicant proposes to prove the key elements of its case. *Id.* Although the Complaint includes numerous counts, Plaintiffs must only demonstrate that at least one of the claims presented has some chance of success. *Halgren v. City of Naperville*, 577 F. Supp. 3d 700, 721 (N.D. Ill. 2021).

## ARGUMENT

Here, the verified allegations of Plaintiffs' Complaint raise a satisfactory basis for the injunctive relief sought herein; 1548199 can demonstrate: (1) the strong likelihood of success on the merits of at least of one of their claims; (2) that they will suffer irreparable harm if the injunction is not granted; and (3) that traditional legal remedies would be inadequate. *See Rogers v. Dart*, No. 24-cv-03739, 2025 U.S. Dist. LEXIS 151236, at \*2-3 (N.D. Ill. Aug. 6, 2025).

### **Likelihood of Success on the Merits – Conversion**

Plaintiffs can demonstrate a high likelihood of success on the merits of their conversion claim. *See Exhibit 1* at Count 7. To prove conversion,

1548199 must establish that (1) it has a right to the property at issue; (2) it has an absolute and unconditional right to the immediate possession of the property; (3) it made a demand for possession; and (4) BlockFills wrongfully and without authorization assumed control, dominion, or ownership over the property. *In re Karavidas*, 2013 IL 115767, ¶ 61.

Here, 1548199 pleads that it owns and has the right to the 40.001 BTC and 640,050.00 USDC deposited in its BlockFills account on January 16, 2026, that it as an absolute and unconditional right to the immediate possession of the Client Assets, that it demanded redemption of the Client Assets on February 6, 2026, and that BlockFills has unlawfully assumed control and dominion over the Client Assets without authorization by blocking client withdrawals. See **Exhibit 1** at Count 7.

Cryptocurrency is a property asset (known as a decentralized digital asset) rather than fiat currency (known as centralized money). See *Emer v. CFTC (In re Subpoena to Coinbase Global, Inc.)*, No. 22-cv-06570, 2025 U.S. Dist. LEXIS 49031, at \*2 (N.D. Ill. Mar. 18, 2025). Therefore, 1548199's Bitcoin was a specific, identifiable asset. 1548199 further pleads that BlockFills exercised unauthorized dominion by using commingled customer assets to pay its own expenses and losses. See **Exhibit 1** at Count 7. BlockFills continues to deplete customer assets. Since Plaintiffs can demonstrate a high likelihood of success on the merits of their conversion claim, the injunctive relief sought herein is warranted.

### **Likelihood of Success on the Merits – Fraud and Rescission**

In addition to their conversion claim, Plaintiffs have demonstrated a strong likelihood of success on the merits of their other claims, including fraud and rescission. See **Exhibit 1**.

BlockFills made material misrepresentations and omissions to induce Plaintiffs to transfer the Client Assets. *Id.* BlockFills represented that BlockFills was "as good as it gets" in the market and that operations were "materially more reliable than other market participants." These representations were false because BlockFills knew of material financial distress as early as August 2025.

BlockFills also failed to disclose that they had a negative balance sheet of approximately \$77 million. BlockFills failed to disclose that they had retained restructuring advisors in August 2025. BlockFills failed to disclose that they were commingling customer assets with firm assets. BlockFills failed to disclose that they were using customer funds to satisfy corporate liabilities. BlockFills failed to disclose that they were operating under known liquidity constraints.

These omissions were material because they related to BlockFills' ability to safeguard Plaintiffs' assets and meet their obligations. BlockFills knew or should have known that their representations were false and that their omissions were material. BlockFills intended to induce Plaintiffs to deposit assets by continuing to solicit and accept customer deposits despite knowledge of insolvency.

Plaintiffs relied on BlockFills' representations and omissions in deciding to deposit assets. Plaintiffs' reliance was justified because BlockFills had exclusive knowledge of their financial condition and made affirmative representations of reliability and solvency. Plaintiffs would not have deposited assets had BlockFills disclosed their financial distress. Plaintiffs suffered damages as a result of their reliance by transferring 40.001 BTC and 650,050.00 USDC and being unable to withdraw these assets.

Plaintiffs have a strong likelihood of success on their claim for constructive trust because BlockFills obtained the Client Assets through wrongful conduct, the assets are specifically identifiable through blockchain evidence, and legal remedies are inadequate due to BlockFills' insolvency. Plaintiffs have a strong likelihood of success on their claim for rescission because BlockFills' material misrepresentations and omissions induced Plaintiffs to become a customer and deposit the Client Assets.

### **Irreparable Harm and Inadequate Remedies**

Plaintiffs have no adequate remedy at law if injunctive relief is not granted. Without the restraining order, Plaintiffs will be irreparably harmed.

"Harm is irreparable if legal remedies are inadequate to cure it." *Life Spine, Inc. v. Aegis Spine, Inc.*, 8 F.4th 531, 545 (7th Cir. 2021). Here, monetary damages cannot adequately compensate Plaintiffs' injury

because damages may be unobtainable from BlockFills (since it may become insolvent before a final judgment can be entered and collected). See *Chen v. Chojnacki*, No. 23 C 2520, 2025 U.S. Dist. LEXIS 188779, at \*7 (N.D. Ill. Sep. 25, 2025) (noting that a "defendant's potential insolvency can render damages inadequate"); see also *Roland Machinery Co. v. Dresser Industries, Inc.*, 749 F.2d 380, 386 (7th Cir. 1984).

Accordingly, the harm that 1548199 will potentially suffer (the depletion of funds necessary to pay it a judgment should it prevail at trial) is serious and immediate. Plaintiffs plead that BlockFills has unlawfully suspended customers from withdrawing any assets from their accounts. 1548199 remains unable to access or withdraw the Client Funds. Furthermore, Plaintiffs plead that BlockFills has commingled customer assets with company funds to pay its own corporate expenses. The Client Funds were not segregated according to the parties' contracts; BlockFills commingled customer and corporate assets into a single balance sheet. 1548199 pleads that BlockFills has admitted to this misconduct publicly in townhalls and in private meetings with Mr. Bertram.

Moreover, the risk of BlockFills' insolvency is likely and imminent. BlockFills has indicated that its misconduct is ongoing and that it had a balance sheet shortfall of approximately \$77 million as of December 31, 2025. Additionally, Plaintiffs plead that BlockFills has admitted to hiring restructuring advisors. Finally, since BlockFills Reliz Ltd. and Reliz CI

Ltd. are Cayman Islands companies, there is a substantial likelihood that BlockFills will transfer assets in its custody to an offshore entity beyond Plaintiffs' reach.

Finally, Plaintiffs' digital assets are unique and specifically identifiable through blockchain evidence. Plaintiffs seek return of their specific property, not monetary damages. Plaintiffs transferred the assets for custody and collateral purposes only and retained beneficial ownership. Equitable remedies including constructive trust, rescission, and injunctive relief are necessary to protect Plaintiffs' property rights.

Because Plaintiffs' potential harm is not compensable by money, there is an inadequate remedy at law and irreparable damages will result if the sought injunction is not granted.

### **Balance of Harms and Public Interest**

Once the initial threshold showing is made, this Court will balance the harm to the Plaintiffs if the injunction "were wrongfully denied against the harm to the BlockFills if the injunction were wrongfully granted."

*YourNetDating, LLC v. Mitchell*, 88 F. Supp. 2d 870, 871 (N.D. Ill. 2000).

The balance of harms strongly favors granting injunctive relief. In this case, there is no risk of harm to BlockFills if the requested relief is granted. 1548199 is the rightful owner of the Client Assets; BlockFills has no legal right to continue to retain them. Since BlockFills was contractually obligated to preserve and segregate the Client Assets, it will not suffer any hardship if this Court requires it to do so now. Where

BlockFills has no legitimate harm it can claim, the balance weighs entirely in favor of granting injunctive relief. *Id.* Preserving the Client Assets will maintain the *status quo*; any resulting hardship to BlockFills that results from its own misconduct should not be held against 1548199. Other creditors will not be harmed because Plaintiffs seek only their specific property that was obtained through fraud, not the general assets of BlockFills.

Finally, this Court "must consider the public interest in granting or denying the injunction." *Halgren*, 577 F. Supp. 3d at 721. Here, the public interest favors Plaintiffs and the injunction. The law favors contracts and disfavors fraud. Not only does the general public have an interest in preventing fraud and misappropriation of customer funds by financial intermediaries, but other similarly situated BlockFills customers may also be protected if the requested injunction is granted. Finally, allowing BlockFills to retain assets obtained through fraudulent inducement would undermine public confidence in digital asset markets and custody arrangements. The public interest is served by preventing insolvent entities from soliciting and accepting customer deposits without disclosure of financial distress.

### **CONCLUSION**

Plaintiffs successfully meet all elements warranting emergency injunctive relief. BlockFills is facing insolvency and 1548199 is facing irreparable

harm; the only way to prevent the Plaintiffs' inevitable injury is to grant the motion.

Notice to BlockFills before issuance of a temporary restraining order would allow them to transfer, dissipate, or further encumber the Client Assets, defeating the purpose of the injunction. Plaintiffs' counsel certifies that notice should not be required because BlockFills have already demonstrated their intent and ability to dissipate assets by commingling customer funds, using customer assets to pay corporate liabilities, and suspending withdrawals while pursuing restructuring options that would convert customer assets to equity or distribute them to other creditors. See **Exhibit 2**.

WHEREFORE, Plaintiffs 1548199 Alberta Ltd. and Robert J. Bertram respectfully request that this Court enter an order:

- a. Granting a temporary restraining order, without notice to BlockFills, enjoining Blockfills, its officers, directors, agents, employees, and all persons acting in concert with them, from dissipating, depleting, transferring, encumbering, selling, assigning, or otherwise disposing of the Client Assets (in particular 1548199's 40.001 BTC and 650,050.00 USDC) or any other assets belonging to Plaintiffs in the custody or control of Blockfills;
- b. Order BlockFills to identify and account for all wallets, accounts, and locations where the Client Assets (the 40.001 BTC and the 650,050.00 USDC), or their traceable proceeds, are held;
- c. Enjoining Blockfills from making any fraudulent conveyances or transfers of assets (including, without limitation, the Client Assets) with intent to hinder, delay, or defraud creditors or frustrate the enforcement of any judgment that may be rendered in Plaintiffs' favor;

- d. Enjoining Blockfills from transferring any assets or funds currently held in the United States to any individual or entity outside of the United States;
- e. Requiring Blockfills to provide a full accounting of all customer funds, including Plaintiffs' Client Assets, and to segregate and maintain such assets in a separate account;
- f. Set a hearing on Plaintiffs' motion for preliminary injunction at the earliest possible time;
- g. Following hearing, grant a preliminary injunction continuing the freeze on the 40.001 BTC and 650,050.00 USDC, or their traceable proceeds, pending final resolution of this action;
- h. Award Plaintiffs their costs and attorneys' fees incurred in bringing this motion; and
- i. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

Dated: March 5, 2026

\s\ Thomas E. Patterson  
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# EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

1548199 Alberta Ltd. and Robert  
J. Bertram,

Plaintiff,

v.

Reliz Technology Group Holdings  
Inc., Reliz Ltd., Reliz CI Ltd.,  
Joseph Patrick Perry, Nicholas  
Hammer, and Gordon Wallace,

Defendants.

Case No. 26-CV-02451

**COMPLAINT**

Plaintiffs, 1548199 Alberta Ltd. and Robert J. Bertram (collectively, "Plaintiffs"), by and through their attorneys, the Patterson Law Firm, LLC, for their Complaint against Defendants, Reliz Technology Group Holdings Inc., Reliz Technologies LLC, Reliz Ltd., Reliz CI Ltd., Joseph Patrick Perry, Nicholas Hammer, and Gordon Wallace (collectively, "Defendants"),<sup>1</sup> state as follows:

**NATURE OF THE ACTION**

This action arises from BlockFills' ongoing misappropriation of customer assets and its fraudulent concealment of that misappropriation. In January 2026, Plaintiffs delivered 40.001 Bitcoin and 650,050.00 USD

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<sup>1</sup> Defendants Reliz Technology Group Holdings Inc., Reliz Technologies LLC, and Reliz Ltd. will hereinafter be referred to as "BlockFills." Defendant Reliz Ltd. does business as "BlockFills," and all of the defendant companies use the word as a trade name.

Coin to BlockFills for *custody and collateral purposes only*. By depositing these assets into their BlockFills account, Plaintiffs did not transfer ownership of the assets to Defendants. However, BlockFills continues to unlawfully retain custody of and control over Plaintiffs' specific, identifiable digital assets. Through this action, Plaintiffs seek the immediate release and return of their digital assets and additional relief. In a separate motion, Plaintiffs are seeking emergency injunctive relief to prevent BlockFills from further depleting or transferring its property.

### **PARTIES**

1. Plaintiff 1548199 Alberta Ltd. ("1548199") is an Alberta Business Corporation with its registered office in Ardrossan, Alberta, Canada. See Registry ID No. 2015481993. The company's principal place of business is located at 21149 Township Road 524 in Strathcona County, Alberta T8G2E9. 1548199 is not a citizen of Illinois, Delaware, or the Cayman Islands.
2. Plaintiff Robert J. Bertram ("Mr. Bertram") is an individual and a resident of Canada. He is a director, officer, and authorized representative of 1548199. Mr. Bertram is not a citizen of Illinois, Delaware, or the Cayman Islands.
3. Defendant Reliz Technology Group Holdings Inc. is a domestic corporation formed under the laws of Delaware on June 27, 2019. See File No. 7489689. Its headquarters and principal place of business is located in Illinois (at 401 W. Ontario Street, Suite 400 in Chicago, Illinois

60654). Upon information and belief, Defendant Reliz Technology Group Holdings Inc. is not a citizen of Canada. Defendant Reliz Technology Group Holdings Inc. is a holding company with numerous subsidiaries, including Defendant Reliz Ltd. and Defendant Reliz Technologies LLC.

4. Defendant Reliz Technologies LLC is a domestic limited liability company formed under the laws of Illinois on January 3, 2019. *See* File No. 07463553. Its headquarters and principal place of business is located in Illinois (at 401 W. Ontario Street, Suite 400 in Chicago, Illinois 60654). Upon information and belief, neither Defendant Reliz Technologies LLC nor any of its members are citizens of Canada.

5. Defendant Reliz Ltd. is an exempted limited company incorporated under the laws of the Cayman Islands on April 12, 2019. *See* Filing No. 334235. The company's headquarters and principal place of business is located in Illinois (at 401 W. Ontario Street, Suite 400 in Chicago, Illinois 60654). Upon information and belief, Defendant Reliz Ltd. is not a citizen of Canada. Defendant Reliz Ltd. executes principal trading transactions, manages a lending book for clients, and receives revenue from owned cryptocurrency mining machines.

6. Defendant Reliz CI Ltd. is an exempted limited company incorporated under the laws of the Cayman Islands on November 22, 2024. *See* Filing No. 415970. Defendant Reliz CI Ltd. is the sole director of Defendant Reliz Ltd. Upon information and belief, Defendant Reliz CI Ltd. is not a citizen of Canada.

7. Defendant Joseph Patrick Perry ("Mr. Perry") is an individual and a resident of Illinois. Upon information and relief, he is not a citizen or resident of Canada. Mr. Perry is the sole director of Defendant Reliz CI Ltd. He is also the Interim Chief Executive Officer of Defendant Reliz Ltd.

8. Defendant Nicholas Hammer ("Mr. Hammer") is an individual and a resident of Chicago, Illinois. Upon information and relief, he is not a citizen or resident of Canada. Mr. Hammer is a manager of Defendant Reliz Technologies LLC. He was also the Co-Founder and former Chief Executive Officer of Defendant Reliz Ltd.

9. Defendant Gordon Wallace ("Mr. Wallace") is an individual and a resident Winnetka, Illinois. Upon information and relief, he is not a citizen or resident of Canada. Mr. Wallace is a manager of Defendant Reliz Technologies LLC. He is also the President and Co-Founder of Defendant Reliz Ltd.

### **JURISDICTION AND VENUE**

10. This Court has subject matter jurisdiction over this dispute pursuant to 28 U.S.C. § 1332(a) because the amount in controversy exceeds \$75,000 and the parties are citizens of different States and a foreign state.

11. Further, this Court has personal jurisdiction over all Defendants pursuant to 735 ILCS 5/2-209 because, *inter alia*, Defendants transacted business within Illinois, solicited deposits from and communicated with customers (including Plaintiffs) through Illinois-

based representatives, committed tortious acts within Illinois by making fraudulent misrepresentations and/or omissions through Illinois-based representatives and operations, and performed the acts and/or described herein in Illinois. Illinois is the principal place of business for at least three of the corporate defendants (Reliz Technology Group Holdings Inc., Reliz Technologies LLC, and Reliz Ltd.), who are also headquartered in Chicago, Illinois. Moreover, Defendant Reliz Technologies LLC is a limited liability company formed under the laws of Illinois.

12. Venue in this District is also proper venue for this case pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims herein occurred in this District. All individual defendants are residents of this District, and numerous corporate defendants are residents of this District (since their headquarters and principal places of business are located in this District and they do business in this District).

## **FACTUAL ALLEGATIONS**

### **Account Application and Onboarding**

13. Under the trade name "BlockFills," the corporate defendants operate an online digital asset trading platform that facilitates the buying, selling, exchange, and storage of cryptocurrency.

14. In or about December 2025, Mr. Bertram began communications with BlockFills about 1548199 becoming a customer.

15. On or about December 10, 2025, Mr. Bertram submitted an

application for a BlockFills legal entity account on behalf of 1548199 (the "Application Agreement"). See **Exhibit 1**; a blank copy of the Application Agreement is attached hereto as **Exhibit 2**).<sup>2</sup>

16. The Application Agreement contains a critical provision regarding the segregation of customer funds, in which BlockFills represented and agreed to keep customer money "segregated" from Blockfills' working capital:

Client Money: That as a Professional Client and according to clause 6 of the trading agreement, you hereby acknowledge (unless Blockfills.com agrees is [sic] writing in a separate letter) that;

(1) money deposited by you with Blockfills.com will be segregated from the working capital of Blockfills.com until you execute an order through Blockfills.com; As a consequence of executing an order, Blockfills.com has the right to move your money in any amount not to exceed the amount of the trade to its counterparties at its sole discretion . . .

See **Exhibit 2** at Page 7.

17. The Application Agreement also includes and incorporates several additional agreements, including the Professional Electronic Trading Agreement. See **Exhibit 2** at Pages 6-7. The application also included a link to view Defendant Reliz Ltd.'s Terms of Business and Client Agreement (the "Terms of Business"). Attached hereto as **Exhibit 3**.

18. Defendant Reliz Ltd. was the drafter of **Exhibit 2** and **Exhibit 3**. Plaintiffs were neither invited nor allowed to edit the documents.

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<sup>2</sup> At the time of this Complaint, Plaintiffs do not have access to a copy of their executed Application Agreement. Plaintiff Robert J. Bertram's 735 ILCS 5/2-606 Affidavit is attached hereto and hereby made part of this Complaint.

19. After communicating with Ross Kleiman, BlockFills' General Counsel, Plaintiffs executed a Non-Disclosure Agreement with Defendant Reliz Technology Holdings, Inc. on December 12, 2025. Attached hereto as **Exhibit 4**.

20. On December 12, 2025, BlockFills had an initial call with Mr. Bertram to introduce Plaintiffs to the company's system and to guide them through the onboarding process. BlockFills representatives John Divine, Gian Dardet, and Andrew Iwaszkiewicz were present on the call.

21. During the meeting, Mr. Bertram specifically expressed concerns regarding the counterparty risk associated with BlockFills having custody or control of 1548199's digital assets.

22. In response, the representatives stated that BlockFills was "as good as it gets" in the market.

23. The representatives emphasized their background in traditional finance and represented that BlockFills was "unfazed by the October 10 liquidation event" that affected other similar firms; they also stated that BlockFills' operations were "materially more reliable than other market participants."

24. During this meeting, Mr. Bertram informed the representatives that 1548199 did not intend on selling its significant digital assets through BlockFills; instead, they sought to use the assets only as collateral to hedge positions and generate yield.

25. In response, the BlockFills representatives advised Mr. Bertram that asset custody could be structured through a third-party custodian with a tri-party arrangement.

26. To discuss tri-party collateral management and custody arrangements, the BlockFills representatives introduced Plaintiffs to Balance, a third-party digital asset custodian. Thereafter, 1548199 commenced the KYC process with Balance.

27. After the December 12 meeting, but before 1548199 was onboarded as a client or deposited any assets, BlockFills publicly boasted about its recent achievements and expansion in its "2025 Year in Review." Attached hereto as **Exhibit 5** (originally posted on December 30, 2025). The post highlighted that BlockFills transacted over \$61.1 billion in volume in 2025, which was up 28% from its 2024 figures. *Id.* BlockFills noted that it serves over 2,000 institutional clients across over 95 countries. *Id.* The year-end update did not address any financial hardships or other concerns facing BlockFills. *Id.*

28. On January 5, 2026, BlockFills accepted 1548199's application and assigned it an account number (No. B16345). *See Exhibit 6.* Again, BlockFills circulated a copy of the Terms of Business. *See id.*; **Exhibit 3.**

29. Thereafter, 1548199 was onboarded as a BlockFills client. *See id.*

30. Prior to, during, and after the onboarding process, Plaintiffs had numerous conversations with BlockFills representatives (including Andrew Iwaszkiewicz, John Divine, and Perry Parker).

31. In these conversations, Plaintiffs were very clear that they did not wish to sell any of their cryptocurrency due to Canadian tax considerations; Plaintiffs and BlockFills representatives always referred to BTC and USDC as "collateral" in these discussions.

32. BlockFills advised Plaintiffs that any assets transferred to BlockFills would be put into 1548199's cash portfolio account and that assets would only be moved to a margin account as collateral for each particular trade.

33. BlockFills advised Plaintiffs that the general collateral amount for each trade would be 25 percent.

### **The Client Assets**

34. Digital currencies like cryptocurrency are decentralized; they are not held in a bank or other institution.<sup>3</sup> Instead, digital currencies are distributed across a network of computers via a technology called a blockchain. *Id.* When an individual buys cryptocurrency, they receive both a private key and a public key (which together are known as an "address"). A private key is like a password—a string of letters and numbers—that allows the individual to access and manage the cryptocurrency funds. *Id.* A public key works like an e-mail address; it can be safely shared with others to send or receive funds. *Id.* Since cryptocurrency blockchains are open, all public key and transaction

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<sup>3</sup> See *What is a Private Key?*, Coinbase, <https://www.coinbase.com/learn/crypto-basics/what-is-a-private-key> (last visited March 4, 2026).

information is available for anyone to see. *Id.* A digital address (a public key and its corresponding private key) can be stored online in a virtual wallet. *Id.*

35. To begin using their account, Plaintiffs were required to provide BlockFills with information about their banks and cryptocurrency wallets. See **Exhibit 6**.

36. Once BlockFills received and approved Plaintiffs' originating wallets, BlockFills' deposit wallets were added manually into 1548199's account by a BlockFills employee.<sup>4</sup> Plaintiffs were encouraged to contact BlockFills representatives to ask for a wallet to be added. *Id.* at 3:22.

37. On January 16, 2026, Plaintiffs funded 1548199's account with 40.001 Bitcoin (BTC) and 650,050 USD Coin (USDC) to be used as collateral (together, the "Client Assets").

38. First, Plaintiffs transferred their 650,050 USDC directly into one of BlockFills' wallets through two transfers of 50 USDC<sup>5</sup> and 650,000 USDC.<sup>6</sup>

39. Next, Plaintiffs transferred their 40.001 BTC from a wallet pre-approved by BlockFills (the "BTC Originating Wallet")<sup>7</sup> to one of

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<sup>4</sup> See "Vision Trader: Settlements Tab Walk-Through" video at 3:15, <https://www.youtube.com/watch?v=JBBIQc43vm4&list=PLaqGIpqy4KhpoFL4Nw75MFbf-39zWPzjv&index=8&t=1s> (last visited March 4, 2026).

<sup>5</sup> See **Exhibit 7**; Transaction Hash ID. No. 0x020166928375c36d8954ba39d64c47348d0e74f157fe4dfabce808840d1a6a86.

<sup>6</sup> See **Exhibit 8**; Transaction Hash ID No. 0xd5da20037a8455096c5a3038fe92e10be914990d651769584cbd6f02a43433c7.

<sup>7</sup> See **Exhibit 9**; **Exhibit 10**; Wallet No. bc1qaz6hqscqsx26vpyjcla52ftycsvj0wfu0xpga3.



additional bank account had been approved for 1548199's account.

Attached hereto as **Exhibit 11**.

45. Notwithstanding the default update from Mr. Divine, the e-mail stated that Plaintiffs could "now fund [their] BlockFills account from [the] approved bank and/or request withdrawals to that bank. For deposit information or to make a withdrawal request, login to the BlockFills Client Portal." *Id.*

46. On February 6, 2026, at 10:00 AM CST, Mr. Bertram attended the scheduled call with BlockFills representatives. Defendant Joseph Perry, Defendant Gordon Wallace, and Mark Renzi (from the Berkeley Research Group, LLC) were present on the call. Mr. Renzi was participating in his capacity as the Chief Restructuring Officer of Defendant Reliz Ltd.

47. During this meeting, Mr. Perry admitted that he had discovered a "large hole" in BlockFills' balance sheet. He further explained that BlockFills was facing a liquidity crisis that made the company unable to honor customer withdrawal requests.

48. Mr. Perry also admitted that BlockFills commingled customer assets with firm assets.

49. Before this call, BlockFills had not previously disclosed any asset commingling or financial issues to Plaintiffs.

50. After the call, on February 6, 2026, at 5:20 PM GMT (11:20 AM CST), BlockFills notified Plaintiffs that they had suspended client

deposits and withdrawals for all customers. See E-mail, attached hereto as **Exhibit 12**.

51. As a result of the suspension, Plaintiffs have been unable to withdraw any funds, including Client Assets that they deposited with BlockFills as collateral, from their BlockFills account.

52. Furthermore, Plaintiffs have been prevented from accessing or otherwise exercising its possessory rights over the Client Assets since February 6, 2026, even though such assets are owned by Plaintiffs.

53. On February 6, 2026, at around 3:00 PM GMT (9:00 AM CST), Plaintiffs provided formal written notice to BlockFills rescinding all contracts between the parties. See **Exhibit 13**.

54. Plaintiffs concurrently requested the return of the Client Assets deposited into their BlockFills account on January 16, 2026. See *id.*

55. As of the filing of this Complaint, BlockFills has neither returned any portion of the Client Assets, nor provided any assurance or verification that the Client Assets still exist or remain in Blockfills' custody, possession, or control.

56. In a public statement issued on February 11, 2026, BlockFills explained, "In light of recent market and financial conditions, and to further the protection of clients and the firm, BlockFills took the action last week of temporarily suspending client deposits and withdrawals." See **Exhibit 14**.

57. To date, BlockFills has held two separate "town hall" meetings with its customers via Zoom on: February 9, 2026 at 9:00 AM CST ("Townhall 1"); and February 20, 2026 at 9:00 AM CST ("Townhall 2").

58. Both meetings were hosted by Mr. Perry and Mr. Wallace on behalf of BlockFills. Mr. Renzi participated in the town halls in his capacity as Chief Restructuring Officer.

59. Mr. Bertram attended both town halls on behalf of 1548199.

60. In these meetings, BlockFills again admitted to the commingling and misappropriating customer assets to cover its own expenses and losses.

61. BlockFills further admitted that it used these commingled customer funds and company assets, without limitation, to cover: expenses for various arbitrations (including for a settlement with Celsius Network); expenses for the purchase of crypto mining equipment; losses in connection with crypto mining operations; losses in connection with crypto mining hedging activities; and losses in connection with unsecured loans made to several entities (including to Aexa Digital Infrastructure, Babel, and CoinSource).

62. During the town halls, Mr. Perry admitted that the payment of these expenses and losses had caused a balance sheet shortfall of \$77 million as of December 31, 2025. He further admitted that this negative balance sheet remained the same through early February 2026.

63. During Townhall 1, BlockFills admitted that the language in the Terms of Business (see **Exhibit 3**) is "vague" and "not well written." BlockFills further admitted that they did not disclose their financial condition to new customers.

64. At Townhall 1, BlockFills presented slides indicating that the balance sheet shortfall was discovered in August 2025. The slides also included an overview of the operational costs and losses that were paid with the commingled customer assets.

65. Moreover, during Townhall 2, BlockFills admitted that its customers' digital assets were "not segregated per client" and were "not segregated on separate wallets per customer" but were commingled into "one balance sheet."

66. In these meetings, BlockFills admitted that the misappropriation is ongoing.

### **Knowledge and Concealment of the Misappropriation**

67. BlockFills intentionally concealed its misuse of funds from its customers, including Plaintiffs.

68. Per Townhall 1, BlockFills' leadership became aware of the misappropriation of customer funds in August 2025.

69. Upon information and belief, at the same time, BlockFills knew of its material financial distress.

70. Upon information and belief, BlockFills retained restructuring

advisors—including Katten Muchin Roseman LLP and Berkeley Research Group, LLC—to develop a preliminary restructuring plan in August 2025.

71. BlockFills retained these advisors based on the knowledge of its financial impairment and insolvency.

72. However, BlockFills did not disclose its material liquidity crisis, financial distress, inability to meet obligations, or existing defaults prior to Plaintiffs prior to their onboarding or prior to the deposits of their Client Assets on January 16, 2026.

73. At no time prior to Plaintiffs' onboarding or the deposits did BlockFills disclose that it had a negative balance sheet.

74. Despite knowingly concealing the misappropriation and balance sheet shortfall, BlockFills continued to accept customer deposits in January 2026, more than five months after they knew of their financial distress.

75. Furthermore, BlockFills continued to solicit trades and funds from clients, including Plaintiffs. *See e.g.*, **Exhibit 11**.

76. BlockFills provided assurances to Plaintiffs that their Client Assets would be held as collateral without forced liquidation risk.

77. BlockFills did not disclose to Plaintiffs that they were operating under known liquidity constraints.

78. Plaintiffs relied on BlockFills' representations of solvency and operational reliability in deciding to deposit the Client Assets as collateral

on January 16, 2026.

79. Plaintiffs' reliance was justified because BlockFills had exclusive knowledge of their financial condition.

80. Had Plaintiffs known of BlockFills' financial distress, they would not have deposited the Client Assets on January 16, 2026.

81. As a result of BlockFills' conduct, Plaintiffs remain unable to access or withdraw the Client Assets or any assets held in their account with BlockFills.

82. Plaintiffs have lost the use of these assets and have suffered economic loss.

83. The value of the Client Assets is substantial and will be determined at trial.

84. In addition to the value of the Client Assets themselves, Plaintiffs have also suffered additional damages, including lost business, investment, and trading opportunities as a result of their inability to access its assets.

85. Plaintiffs have suffered, and will continue to suffer, other consequential damages, including litigation and collection costs, as a result of BlockFills' conduct.

**COUNT 1**  
**RESCISSION FOR FRAUDULENT INDUCEMENT AND MATERIAL OMISSION**  
**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

86. Plaintiffs repeat and reallege the allegations of Paragraphs 1 through 85 of this Complaint, as if fully set forth herein.

87. Plaintiffs and BlockFills entered into contracts governing Plaintiffs' BlockFills account, including the Application Agreement and the Terms of Business. *See* **Exhibit 2; Exhibit 3**.

88. These agreements governed the deposit and custody of Plaintiffs' digital assets.

89. By way of summary and not limitation, BlockFills made misrepresentations of material facts to Plaintiffs in December 2025 and January 2026, including that: BlockFills was "as good as it gets" in the market; BlockFills were "unfazed by the October 10 liquidation event" affecting other crypto firms; and BlockFills' operations were "materially more reliable than other market participants."

90. These representations were false because BlockFills knew of their material financial distress as early as August 2025.

91. Further, BlockFills omitted material facts necessary to make their representations not misleading.

92. By way of summary and not limitation, BlockFills failed to disclose that: they had a negative balance sheet of approximately \$77 million



omissions to their detriment.

102. Relying on the truth of BlockFills' statements, Plaintiffs deposited 40.001 BTC and 650,050 USDC in reasonable reliance on BlockFills' representations on January 16, 2026.

103. Plaintiffs would not have deposited these assets had BlockFills disclosed their financial distress.

104. Plaintiffs' reliance was justified.

105. BlockFills had exclusive knowledge of their financial condition.

106. BlockFills made affirmative representations of reliability and solvency.

107. Plaintiffs had no reason to believe BlockFills was insolvent or financially distressed.

108. Plaintiffs have suffered and will continue to suffer damages as a result of their reliance on BlockFills' misrepresentations and omissions.

109. Upon discovery of BlockFills' fraudulent representations, Plaintiffs formally provided written notice to BlockFills rescinding all the parties' agreements on February 6, 2026. *See* **Exhibit 13**.

110. Plaintiffs concurrently demanded the return of the Client Assets deposited on January 16, 2026, with a reservation of all rights and remedies. *See id.*

111. Despite such demands, BlockFills has neither returned any portion of the Client Assets, nor provided any assurance or verification that the

Client Assets still exist or remain in Blockfills' custody, possession, or control.

112. 1548199 remains unable to access or withdraw the deposited assets.

113. Plaintiffs have lost the use of the assets and have suffered economic loss.

114. The value of Plaintiffs' transferred assets is approximately \$4,470,705.52 or more depending on BTC market price.

115. Plaintiffs have no adequate remedy at law.

116. Plaintiffs hereby restate their intent to rescind the parties' contracts. Because the contracts were induced through fraud and material omissions, Plaintiffs seek rescission *ab initio*, rendering the agreements void from inception. Plaintiffs hereby restate their intent to restore both parties to the pre-contract status quo.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC, by ordering: the rescission of the contracts between the parties (thereby voiding the contracts and restoring the parties to their pre-contract status quo); the return of the Client Assets initially deposited by Plaintiffs into their BlockFills account (40.001 BTC and 650,050 USDC); consequential

damages, along with attorney's fees and costs; and any such other and further relief as the court may deem proper.

**COUNT 2  
BREACH OF CONTRACT (IN THE ALTERNATIVE)**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

117. Plaintiffs repeat and reallege the allegations of Paragraphs 1 through 85 of this Complaint, as if fully set forth herein.

118. Valid contracts existed between Plaintiffs and BlockFills governing Plaintiffs' BlockFills account, including the Application Agreement and the Terms of Business. See **Exhibit 2; Exhibit 3**.

119. Plaintiffs performed their obligations under these contracts by completing the application and onboarding processes in good faith and by depositing digital assets as collateral.

120. Plaintiffs deposited 40.001 BTC and 650,050 USDC (the "Client Assets") into their BlockFills account as anticipated by the agreements.

121. The Application Agreement explicitly provides that money deposited by customers with BlockFills will be segregated from their working capital. See **Exhibit 2** at Page 7.

122. Pursuant to the Application Agreement, BlockFills warranted and agreed to keep 1548199's funds segregated from its working capital and, when 1548199 is placing an order, to move money only in the amount of the trade. *Id.*

123. BlockFills breached the Application Agreement by failing to keep

1548199's funds segregated and failing to use the funds for trades by 1548199 only.

124. The Terms of Business explicitly states that any provide that money deposited by 1548199 into its BlockFills account will be treated "in accordance with standard account segregation rules except where [1548199] enters into an agreement with BlockFills to transfer full ownership of money to BlockFills." **Exhibit 3** at Section 13; *see also* Page 17 (Authorization to Transfer Funds).

125. 1548199 did not enter into an agreement with BlockFills to transfer full ownership of any of the deposited Client Assets to BlockFills.

126. Pursuant to the Terms of Business, BlockFills warranted and agreed to keep 1548199's funds segregated from their working capital and from other customer accounts.

127. BlockFills breached the Terms of Business by failing to keep 1548199's funds segregated.

128. During the town halls, and during separate phone calls with Mr. Bertram, BlockFills admitted that its customers' digital assets were "not segregated per client" and were "not segregated on separate wallets per customer."

129. Furthermore, within minutes of each of 1548199's Bitcoin transfers, BlockFills representatives confirmed receipt then swept the BTC into a different wallet controlled completely by BlockFills.

130. BlockFills immediately commingled 1548199's BTC with other

assets belonging to BlockFills and/or other customers.

131. Upon information and belief, BlockFills further breached the Application Agreement and the Terms of Business by using 1548199's assets to pay for its own expenses.

132. BlockFills breached its contracts with 1548199 by commingling the Client Assets with firm assets in violation of its custody obligations.

133. The Application Agreement and the Terms of Business include an implied covenant of good faith and fair dealing. This implied covenant requires each contracting party not to do anything that will have the effect of destroying or injuring the other party's right to receive its bargained-for benefits under the Application Agreement.

134. Further, BlockFills implied covenant of good faith and fair dealing by failing to disclose material information to 1548199 regarding its financial condition.

135. BlockFills breached the implied covenant of good faith and fair dealing by misappropriating 1548199's funds for its own use.

136. BlockFills breached the implied covenant of good faith and fair dealing by concealing its misappropriation of 1548199's funds.

137. BlockFills breached the implied covenant of good faith and fair dealing by suspending customer withdrawals in February 2026.

138. BlockFills breached the implied covenant of good faith and fair dealing by refusing to return 1548199's funds.

139. BlockFills had a duty to perform their obligations under the

contracts in good faith.

140. BlockFills failed to act in good faith by concealing their known insolvency while continuing to onboard 1548199 as a new client accept deposits from 1548199 as collateral.

141. BlockFills failed to act in good faith by concealing their known insolvency while continuing to accept deposits and assets from 1548199.

142. 1548199 suffered damages as a result of BlockFills' breach.

143. To date, 1548199 is unable to access or withdraw its funds in its BlockFills account. 1548199 has lost the use of the assets.

144. As a direct and proximate result of BlockFills' breaches of contract, 1548199 suffered damages in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

145. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collections costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 3  
UNJUST ENRICHMENT (IN THE ALTERNATIVE)**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

146. Plaintiffs repeat and reallege the allegations of Paragraphs 1 through 85 of this Complaint, as if fully set forth herein.

147. Plaintiffs plead this Count in the alternative to counts alleging breach of contract.

148. 1548199 conferred benefits on BlockFills by transmitting cryptocurrency assets to BlockFills and by making trades through BlockFills' platform, generating fees and revenue for BlockFills.

149. 1548199 deposited 40.001 BTC and 650,050 USDC in its BlockFills cash account as collateral on January 16, 2026.

150. BlockFills accepted 1548199's deposits.

151. BlockFills accepted and appreciated the benefit conferred by 1548199.

152. BlockFills' retention of the benefit is unjust.

153. BlockFills was obligated to segregate customer funds and assets and use them only in connection with authorized customer trades and in accordance with other customer direction, not for BlockFills' corporate purposes.

154. Upon information and belief, BlockFills used 1548199's funds and assets to cover corporate expenses (including litigation settlements and losses in connection with mining operations, mining equipment

purchases, and mining hedging activities).

155. BlockFills obtained 1548199's assets through fraudulent inducement.

156. BlockFills made material misrepresentations and omissions regarding their financial condition.

157. BlockFills obtained 1548199's assets while knowing they were insolvent and unable to meet obligations.

158. BlockFills concealed the misappropriation of customer funds from 1548199 before, during, and after it completed the application and onboarding processes, which prevented 1548199 from taking action to protect its interests.

159. BlockFills concealed the misappropriation of customer funds from 1548199 before, during, and after 1548199 deposited the Client Assets into its BlockFills account, which prevented 1548199 from taking action to protect its interests.

160. Then, BlockFills suspended withdrawals and refused to return 1548199's assets, despite its formal written request on February 6, 2026.

161. Retention of 1548199's assets violates fundamental principles of justice, equity, and good conscience.

162. BlockFills knew that they were insolvent when they accepted 1548199's deposits.

163. BlockFills concealed their insolvency from 1548199.

164. BlockFills used 1548199's assets to pay corporate liabilities rather



with pre-judgment interest and attorney's fees and costs.

**COUNT 4  
FRAUD**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

173. Plaintiffs repeat and reallege the allegations of Paragraphs 1 through 85 of this Complaint, as if fully set forth herein.

174. BlockFills made misrepresentations of material fact to Plaintiffs, including but not limited to that: BlockFills was "as good as it gets" in the market; BlockFills was "unfazed by the October 10 liquidation event;" and BlockFills' operations were "materially more reliable than other market participants."

175. These representations were false.

176. BlockFills' leadership knew of its material financial distress as early as August 2025.

177. BlockFills had a duty to keep the assets of 1548199 and other customers segregated, which arose from the contractual relationship between 1548199 and BlockFills (and further due to the fact that BlockFills was holding 1548199's assets in trust).

178. However, beginning by no later than 2025, BlockFills improperly commingled customer assets and used customer assets (the "Misappropriation").

179. Before, during, and after 1548199 completed the application and onboarding processes, BlockFills: had retained restructuring advisors

due to financial impairment in August 2025; had a negative balance sheet of approximately \$77 million; had been commingling customer assets; and had been using commingled customer funds for corporate liabilities. These facts, including the Misappropriation, were material facts that BlockFills was obligated to immediately disclose to 1548199. BlockFills concealed these material facts from 1548199 during the application and onboarding processes.

180. Before, during, and after 1548199 deposited Client Assets, BlockFills: had retained restructuring advisors due to financial impairment in August 2025; a negative balance sheet of approximately \$77 million; been commingling customer assets; and been using commingled customer funds for corporate liabilities. These facts, including the Misappropriation, were material facts that BlockFills was obligated to immediately disclose to 1548199. BlockFills concealed these material facts from 1548199 before and after the Client Assets were deposited for collateral.

181. BlockFills had a duty to disclose these material facts.

182. BlockFills had a fiduciary or confidential relationship with Plaintiffs as a custodian of customer assets. BlockFills directors and officers also had a fiduciary relationship with creditors like Plaintiffs once the company entered the zone of insolvency.

183. BlockFills' silence alone constituted fraudulent concealment given the fiduciary relationship.

184. BlockFills acted with scienter.

185. BlockFills knew of their financial distress in August 2025.

186. BlockFills knew that 1548199 was not aware of the financial distress, the Misappropriation, or the other omitted material facts.

187. BlockFills continued to solicit deposits from 1548199 without disclosure. This conduct demonstrates BlockFills' intent to deceive or its reckless disregard for truth.

188. BlockFills intended to induce Plaintiffs to act.

189. BlockFills' purpose in making misrepresentations and concealing facts was to induce Plaintiffs to deposit assets and to refrain from withdrawing funds.

190. BlockFills needed new deposits to maintain operations and satisfy existing obligations.

191. BlockFills intended that 1548199 rely on its concealment.

192. BlockFills knew or should have known that 1548199 relied on BlockFills to immediately notify it of any misappropriation.

193. Plaintiffs justifiably relied on BlockFills' misrepresentations and concealment.

194. Plaintiffs deposited 40.001 BTC and 650,050 USDC as collateral in reliance on BlockFills' representations.

195. Plaintiff's reliance was justified because BlockFills had exclusive knowledge of their financial condition.

196. BlockFills made affirmative representations of reliability and solvency.

197. Plaintiffs had no reason to believe BlockFills was insolvent or misappropriating funds.

198. If BlockFills disclosed its financial distress, Plaintiffs would not have applied to be a client or deposited the Client Assets.

199. To date, Plaintiffs remain unable to access or recover the Client Assets deposited as collateral on January 16, 2026.

200. BlockFills did not disclose the Misappropriation and the other omitted material facts to 1548199 until February 2026.

201. The misrepresentations and concealment caused Plaintiffs' injury and prevented Plaintiffs from taking action to protect their interests.

202. Plaintiffs suffered damages including its inability to access or possess the Client Assets held in its BlockFills account.

203. But for BlockFills' fraud, Plaintiffs would not have suffered damages.

204. Plaintiffs suffered economic loss in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

205. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collections costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J.

BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC, in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 5  
AIDING AND ABETTING FRAUD**

**(Against Defendants Nicholas Hammer, Joseph Perry, and Gordon Wallace)**

206. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-205 of this Complaint, as if fully set forth herein.

207. BlockFills committed fraud by misrepresenting solvency, concealing financial distress, and misappropriating client assets.

208. BlockFills made material misrepresentations and omissions to induce Plaintiffs to deposit the Client Assets and refrain from withdrawing funds.

209. Individual BlockFills representatives had knowledge of the fraud.

210. Defendants Hammer, Perry, and Wallace had knowledge of BlockFills' financial distress.

211. Defendant Perry admitted during the town hall meetings that financial distress was known in August 2025.

212. These individual defendants knew or should have known that the representations made to 1548199 were false.

213. The individual defendants provided substantial assistance to the fraud.

214. Defendant Hammer, as former CEO and Co-Founder of Defendant Reliz Ltd., directed or approved the misappropriation of funds and failed to ensure the proper disclosure of financial condition.

215. Defendant Wallace, as President and Co-Founder of Defendant Reliz Ltd., directed or approved the misappropriation of funds, continued the acceptance of client deposits during the company's known insolvency, and failed to ensure the proper disclosure of financial condition.

216. Defendant Perry, as Interim CEO of Defendant Reliz Ltd., directed or approved the misappropriation of funds, continued the acceptance of client deposits during the company's known insolvency, and failed to ensure the proper disclosure of financial condition.

217. The individual defendants intended to facilitate the fraud.

218. The individual defendants knew that their actions would induce Plaintiffs to deposit assets.

219. The individual defendants intended to continue operations by accepting new deposits despite insolvency.

220. The individual defendants' actions were taken with the purpose of facilitating BlockFills' fraud.

221. The individual defendants intended that 1548199 rely on their actions and their concealment.

222. The individual defendants knew or should have known that 1548199 relied on them to immediately notify it of any misappropriation.

223. Plaintiffs justifiably relied on the individual defendants' misrepresentations and concealment.

224. Plaintiffs deposited 40.001 BTC and 650,050 USDC as collateral in reliance on the individual defendants' representations.

225. Plaintiff's reliance was justified because the individual defendants had exclusive knowledge of their financial condition.

226. The individual defendants made affirmative representations of reliability and solvency.

227. Based on the representations of the individual defendants, Plaintiffs had no reason to believe BlockFills was insolvent or misappropriating funds.

228. If the individual defendants disclosed BlockFills' financial distress, Plaintiffs would not have applied to be a client or deposited the Client Assets.

229. To date, Plaintiffs remain unable to access or recover the Client Assets deposited as collateral on January 16, 2026.

230. The individual defendants did not disclose the Misappropriation and the other omitted material facts to 1548199 until February 2026.

231. The misrepresentations and concealment caused Plaintiffs' injury and prevented Plaintiffs from taking action to protect their interests.

232. Plaintiffs suffered damages including the inability to access or

possess the Client Assets held in their BlockFills account.

233. But for BlockFills' fraud, Plaintiffs would not have suffered damages.

234. Plaintiffs suffered economic loss in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

235. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collections costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants NICHOLAS HAMMER, JOSEPH PERRY, and GORDON WALLACE, in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 6  
NEGLIGENT MISREPRESENTATION**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

236. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-235 of this Complaint, as if fully set forth herein.

237. BlockFills made misrepresentations of material fact to Plaintiffs, including but not limited to that: BlockFills was "as good as it gets" in the market; BlockFills was "unfazed by the October 10 liquidation event;"

and BlockFills' operations were "materially more reliable than other market participants."

238. These representations were false.

239. BlockFills was negligent in making the misrepresentations.

240. BlockFills failed to verify the accuracy of their representations.

241. BlockFills failed to disclose material information regarding financial distress that made their representations misleading.

242. BlockFills knew or should have known that their representations were false or misleading.

243. Plaintiffs justifiably relied on BlockFills' misrepresentations.

244. Plaintiffs deposited 40.001 BTC and 650,050 USDC as collateral in reliance on BlockFills' representations.

245. Plaintiffs' reliance was justified because BlockFills held themselves out as reliable and solvent.

246. The misrepresentations caused Plaintiffs' injury.

247. Plaintiffs would not have deposited assets had BlockFills disclosed its financial distress.

248. Plaintiff transferred the Client Assets based on negligent misrepresentation.

249. But for BlockFills' negligent misrepresentations, Plaintiffs would not have suffered damages.

250. Plaintiffs suffered damages including its inability to access and possess the Client Assets held in its BlockFills account.

251. To date, Plaintiffs remain unable to access or recover the Client Assets.

252. Plaintiffs suffered economic loss in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

253. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collections costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC, in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 7  
CONVERSION**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

254. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-253 of this Complaint, as if fully set forth herein.

255. 1548199 owns and has a right to the 40.001 BTC and 640,050.00 USDC deposited in its BlockFills cash account on January 16, 2026 (the "Client Assets").

256. 1548199 has an absolute and unconditional right to the immediate possession of the Client Assets.

257. 1548199 made a demand for possession and redemption of the Client Assets on February 6, 2026. See **Exhibit 13**.

258. BlockFills wrongfully and without authorization assumed control, dominion, or ownership over the Client Assets by blocking withdrawals.

259. Plaintiffs had the right to withdraw the assets from BlockFills' custody.

260. As cryptocurrency property assets, the Client Assets are specific and identifiable assets in 1548199's BlockFills account.

261. The Application Agreement and the Terms of Business confirmed that 1548199's assets would be segregated and held for the benefit of 1548199.

262. Plaintiffs deposited the Client Assets for custody and collateral purposes, not for BlockFills' unrestricted use.

263. Plaintiffs did not authorize BlockFills to commingle assets or use them for corporate liabilities.

264. BlockFills' use of the Client Assets for its own corporate purposes exceeded any authorization.

265. BlockFills has exercised unauthorized dominion and control over the Client Assets by denying 1548199 their right to access their assets as a result of the purported "suspension" of withdrawals. Upon information and belief, BlockFills has further exercised unauthorized dominion and

control over the Client Assets by commingling them with firm assets and using them to pay for BlockFills' own expenses and losses.

266. BlockFills' use of the Client Assets was to the exclusion of 1548199's rights and without 1548199's authorization.

267. This use was unauthorized because the Application Agreement and the Terms of Business explicitly required that customer funds be segregated and used only in connection with customer trades, not for BlockFills' own corporate expenses.

268. BlockFills intended to exercise dominion or control over the Client Assets.

269. BlockFills intentionally commingled Plaintiffs' assets with firm assets and intentionally used customer funds for corporate purposes.

270. BlockFills' use of the Client Assets for corporate expenses demonstrates an intent to treat the funds as its own property rather than as customer property held in trust.

271. BlockFills suspended withdrawals on February 6, 2026, intentionally preventing 1548199 from accessing or withdrawing the Client Assets.

272. To date, 1548199 remains unable to access or withdraw the Client Assets. 1548199 has lost the use of the Client Assets.

273. BlockFills has refused 1548199's redemption request (submitted on February 6, 2026), further demonstrating BlockFills' intent to exercise improper dominion and control over the Client Assets.

274. BlockFills continues to deplete customer assets, including 1548199's Client Assets.

275. As a direct and proximate result of BlockFills' conversion, 1548199 suffered damages in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

276. 1548199 has also suffered additional damages, including, but not limited to, lost trading opportunities and other consequential damages, including collection costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC, ordering them to hold in trust (for delivery to Plaintiffs upon this Honorable Court's order) all converted funds in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, plus punitive damages in an amount to be determined by this Honorable Court.

**COUNT 8  
CONSTRUCTIVE TRUST**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

277. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-276 of this Complaint, as if fully set forth herein.

278. On January 16, 2026, Plaintiffs transferred 40.001 BTC and 650,050 USDC to BlockFills as collateral and for custody.

279. Plaintiffs have legal and equitable title to the transferred property.

280. Plaintiffs retained beneficial ownership of the transferred assets.

281. Plaintiffs intended the assets to be held in custody, not transferred absolutely to BlockFills.

282. BlockFills acquired the property through wrongful conduct.

283. BlockFills obtained Plaintiffs' assets through fraudulent inducement.

284. BlockFills made material misrepresentations regarding their financial condition and operational reliability.

285. BlockFills omitted material facts regarding their insolvency and commingling of customer assets.

286. BlockFills obtained Plaintiffs' assets through breach of fiduciary duty.

287. BlockFills owed fiduciary duties to Plaintiffs as custodian of customer assets. BlockFills directors and officers also had a fiduciary relationship with creditors like Plaintiffs once the company entered the zone of insolvency.

288. BlockFills breached their duty of loyalty by commingling customer assets with firm assets.

289. BlockFills breached their duty of care by failing to maintain solvency.

290. BlockFills breached their duty of disclosure by failing to disclose its material financial distress.

291. BlockFills received the property in trust capacity or with knowledge of Plaintiffs' rights.

292. BlockFills held Plaintiffs' assets in custody capacity.

293. BlockFills represented that assets would be segregated and safeguarded.

294. BlockFills had knowledge of Plaintiffs' beneficial ownership and rights to the assets.

295. Plaintiffs' property can be identified and traced into BlockFills' hands through blockchain records and BlockFills' custody records.

296. Blockchain evidence shows that the BTC transferred by Plaintiffs to a unique wallet address provided by BlockFills was swept out within minutes to different wallets.

297. The different wallets are controlled by BlockFills.

298. Plaintiffs also transferred USDC to BlockFills' designated wallet as requested.

299. The transferred assets can also be identified and traced through blockchain records and BlockFills' custody records.

300. Legal remedies are inadequate.

301. BlockFills is insolvent with a negative balance sheet of approximately \$77 million.

302. BlockFills is unable to satisfy a monetary judgment.

303. A constructive trust provides a priority claim to specific assets.

304. A constructive trust is necessary to prevent unjust enrichment and protect Plaintiffs' property rights.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC, ordering them to hold in trust (for delivery to Plaintiffs upon this Honorable Court's order) all converted funds in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, plus punitive damages in an amount to be determined by this Honorable Court.

**COUNT 9  
VIOLATION OF THE ILLINOIS CONSUMER FRAUD ACT**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

305. Plaintiffs repeat and reallege the allegations set forth in Paragraphs 1-85 and 173-304 of this Complaint as if fully set forth herein.

306. BlockFills had a duty to keep the funds of 1548199 and other customers segregated and use them only in connection with customer trades or as collateral.

307. That duty arose from the contractual relationship between 1548199 and BlockFills (and the fact that BlockFills was holding 1548199's funds in trust).

308. However, beginning by no later than 2025, BlockFills improperly commingled customer funds with company assets, then used the

commingled funds (which include, upon information and belief, the Client Assets) to pay for certain expenses of BlockFills, including but not limited to expenses for litigation settlements and losses in connection with mining and mining hedging (the "Misappropriation").

309. The Misappropriation was a deceptive practice that had the tendency or capacity to mislead or deceive customers.

310. Upon information and belief, BlockFills' leadership discovered the Misappropriation by no later than August 2025.

311. BlockFills knew that 1548199 was not aware of the Misappropriation.

312. BlockFills knew or should have known that 1548199 relied on BlockFills to immediately notify it of any misappropriation.

313. BlockFills did not disclose the Misappropriation to 1548199 until early February 2026.

314. This concealment was a deceptive practice that had the tendency or capacity to mislead or deceive customers.

315. BlockFills intended that 1548199 rely on its concealment of the Misappropriation.

316. BlockFills intended to induce 1548199 to continue depositing funds and to refrain from withdrawing funds by concealing the Misappropriation.

317. In fact, in February 2026, BlockFills contacted Dominion to solicit further trades. See **Exhibit 11**.

318. 1548199 reasonably relied on BlockFills not to misappropriate its funds and to immediately disclose any misappropriation of its funds.

319. 1548199 had no reason to believe that BlockFills was misappropriating customer funds.

320. On February 6, 2026, BlockFills suspended withdrawals for all customers, including 1548199, preventing customers from accessing their funds and assets.

321. This conduct was an unfair practice that caused substantial injury to 1548199.

322. On February 6, 2026, once it learned of BlockFills' actions, 1548199 formally requested redemption of 40.001 BTC and 650,050 USDC but BlockFills has refused to return the Client Funds or rescind the parties' contracts.

323. This conduct was an unfair practice that caused substantial injury to 1548199.

324. The Application Agreement and the Terms of Business were entered into in the course of BlockFills' business operations.

325. BlockFills' deceptive, unfair and unlawful conduct occurred in trade or commerce: namely, in the context of BlockFills' business of providing cryptocurrency trading services to customers.

326. 1548199 suffered actual damages proximately caused by BlockFills' deceptive and unfair practices.

327. BlockFills' concealment of the Misappropriation prevented 1548199 from taking action to protect its interests.

328. If 1548199 had known of the Misappropriation, 1548199 would have immediately withdrawn its funds and ceased doing business with BlockFills.

329. As a result of BlockFills' unfair and deceptive practices, 1548199 has been deprived access to the 40.001 BTC and 650,050 USCD deposited in its account with BlockFills as collateral.

330. If 1548199 had known of the Misappropriation, 1548199 could have withdrawn its Bitcoin from this account and could have undertaken other strategies or actions to guard against the loss of value in Bitcoin which has occurred since August 2025, which price has in fact fallen from August 2025 to February 2026 when the Misappropriation was disclosed.

331. 1548199 has also suffered other consequential damages, including, but not limited to, lost trading opportunities, as well as collection costs and attorneys' fees.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ LTD., RELIZ TECHNOLOGY GROUP HOLDINGS INC., and RELIZ TECHNOLOGIES LLC in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 10  
BREACH OF FIDUCIARY DUTY**

**(Against Defendant Hammer, Defendant Wallace, Defendant Perry, and  
Defendant Reliz CI Ltd.)**

332. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-331 of this Complaint, as if fully set forth herein.

333. Defendant Reliz CI Ltd. is the sole director of Defendant Reliz Ltd.

334. Defendant Joseph Patrick Perry is the sole director of Defendant Reliz CI Ltd. As the interim Chief Executive Officer, he is also an officer of Defendant Reliz Ltd.

335. Defendant Gordan Wallace is an officer of Defendant Reliz Ltd. As a manager, he is also a director of Defendant Reliz Technologies LLC.

336. Defendant Nicholas Hammer is a director of Defendant Reliz Technologies LLC.

337. BlockFills' directors and officers also had a fiduciary relationship with creditors like Plaintiffs once the company entered the zone of insolvency.

338. Defendant Reliz CI Ltd., as a director of BlockFills, owed fiduciary duties to Plaintiffs.

339. Defendant Perry, as a director of BlockFills, owed fiduciary duties to Plaintiffs.

340. Defendant Wallace, as a director of BlockFills, owed fiduciary duties to Plaintiffs.

341. Defendant Hammer, as a director of BlockFills, owed fiduciary

duties to Plaintiffs.

342. These duties included the duty to act in the best interests of the company with regard to the interests of BlockFills' creditors.

343. Defendants Reliz CI Ltd, Perry, Wallace, and Hammer breached their duties.

344. Defendants Reliz CI Ltd, Perry, Wallace, and Hammer are personally liable for the financial losses they caused to BlockFills (that, in turn, they caused to its creditors like Plaintiffs) while acting in breach of their duties.

345. By way of example and not limitation, these losses include any additional liabilities incurred by BlockFills when the directors knew, or should have known, that there was no reasonable prospect of the company to pay the liabilities or avoid insolvency.

346. By way of example and not limitation, these losses include those incurred while the business of BlockFills was carried on with the intent to defraud creditors.

347. Defendants Reliz CI Ltd, Perry, Wallace, and Hammer knew that BlockFills was in the zone of insolvency in August 2025.

348. In breach of their fiduciary duties, these defendants continued the Misappropriation after August 2025.

349. In breach of their fiduciary duties, these defendants solicited new customers like Plaintiffs after August 2025.

350. In breach of their fiduciary duties, these defendants solicited deposits from Plaintiffs after August 2025.

351. As a result of the breaches, Plaintiffs suffered damages including their inability to access or possess the Client Assets held in their BlockFills account.

352. As a result of these breaches, Plaintiffs suffered economic loss in an amount to be determined at trial but, at a minimum, the equivalent value of 40.001 BTC and 650,050 USDC.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby request that this Honorable Court enter judgement in their favor and against Defendants RELIZ CI LTD., JOSEPH PATRICK PERRY, GORDAN WALLACE, and NICHOLAS HAMMER, in an amount to be proved at trial, not less than 40.001 BTC and 650,050 USDC, along with punitive damages, pre-judgement interest and attorney's fees and costs.

**COUNT 11  
DECLARATORY JUDGMENT**

**(Against Defendant Reliz Ltd., Defendant Reliz Technology Group Holdings Inc., and Defendant Reliz Technologies LLC)**

353. Plaintiffs repeat and reallege the allegations of Paragraphs 1-85 and 173-354 of this Complaint, as if fully set forth herein.

354. This is a claim for declaratory relief brought under the provisions of 735 ILCS 5/2-701.

355. 735 ILCS 5/2-701 provides that a Court has the power to issue a

declaration of parties' rights if: 1) an actual and legal controversy exists; 2) the controversy is susceptible to an immediate and definitive determination or will aid in the termination of the controversy; and 3) the plaintiff has standing by virtue of a tangible and legal interest in the controversy.

356. Here, an actual and legal controversy exists as to the rights of the parties regarding the Client Assets deposited by Plaintiffs into their BlockFills account solely for custody and collateral purposes.

357. The Client Assets are not BlockFills' property and must be returned to Plaintiffs.

358. The instant controversy is susceptible to an immediate and definitive determination of the parties' rights, the resolution of which will aid in the termination of the controversy of some part thereof.

359. By virtue of Plaintiffs' ownership of the Client Assets, they have a tangible and legal interest in said controversies.

WHEREFORE, Plaintiffs 1548199 ALBERTA LTD. and ROBERT J. BERTRAM hereby pray that this Honorable Court for a declaratory judgment declaring that: the Client Assets were delivered to BlockFills by Plaintiffs for the purposes of custody and collateral only; Plaintiffs have retained ownership over the Client Assets; such ownership was never transferred to BlockFills; and for such other relief as the Court deems fair and just.

## DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all issues so triable.

Respectfully submitted,

Dated: March 5, 2026

\s\ Thomas E. Patterson  
Thomas E. Patterson  
Alyssa I. Kiriakos  
Patterson Law Firm, LLC  
200 W. Monroe Street, Suite 2025  
Chicago, IL 60606  
P: 312-223-1699  
F: 312-223-8549  
Firm ID No. 45052  
tpatterson@pattersonlawfirm.com  
akiriakos@pattersonlawfirm.com  
*Attorney for Plaintiffs*

### VERIFICATION

I verify under penalty of perjury pursuant to 28 U.S.C. § 1746 that the statements set forth in the foregoing Complaint are true and correct, except as to those matters stated to be based on information and belief, and to such matters the undersigned certifies that he verily believes the same to be true.

Date: March 5, 2026

Robert Bertram  
Robert J. Bertram

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

1548199 Alberta Ltd. and Robert J.  
Bertram,

Plaintiff,

v.

Reliz Technology Group Holdings  
Inc., Reliz Ltd., Reliz CI Ltd., Joseph  
Patrick Perry, Nicholas Hammer, and  
Gordon Wallace,

Defendants.

Case No. 26-CV-02451

**AFFIDAVIT PURSUANT TO 735 ILCS 5/2-606**

Pursuant to 735 ILCS 5/2-606, Plaintiff Robert J. Bertram, being first duly sworn on oath, deposes and states as follows:

1. I am one of the Plaintiffs in this cause.
2. On or about December 10, 2025, I submitted an application for a BlockFills legal entity account on behalf of 1548199 Alberta Ltd. (the "Application Agreement").
3. When I submitted the Application Agreement, I received an e-mail confirmation. Attached to the Complaint as **Exhibit 1**.
4. I do not have access to a copy of the executed Application Agreement. A blank version is attached to the Complaint as **Exhibit 2**.

Further, affiant sayeth naught.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Date: March 5, 2026

Robert Bertram  
Robert J. Bertram

Alyssa Kiriakos

PLAINTIFFS'  
EXHIBIT

1



**From:** BlockFills Updates <updates@blockfills.com>  
**Date:** December 10, 2025 at 1:33:14 PM GMT-7  
**To:** rbertram2@me.com  
**Subject:** Thank you for your BlockFills Application.  
**Reply-To:** updates@blockfills.com



Hello!

Thank you for applying for a **BlockFills** account and submitting your documentation. You are one step closer to unparalleled access to digital asset markets. As we review your trading requirements, one of our onboarding specialists will reach out if we require additional information.

We look forward to meeting your trading needs and welcoming you to our community.

### The BlockFills Team

---

## Explore Our Digital Asset Markets



## Why BlockFills

- - **Competitive Global Spreads & Fee Structure:** Achieve cost efficiency with transparent, all-in pricing.
  - **Institutional Pricing and Execution:** We provide superior liquidity aggregation.
  - **Connect to Your GUI:** Integrate seamlessly with your existing infrastructure.

[Access Your Account](#)



[Contact Us](#)

[Become a Client](#)

[BlockFills](#)



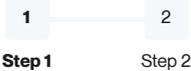
The information in this email is not to be construed as an offer to sell or a solicitation or an offer to buy contracts for difference or foreign exchange. All factual information in this email has been obtained from sources believed to be reliable but is not necessarily all-inclusive and is not guaranteed as to the accuracy, and is not to be construed as representation by Reliz Ltd. The risks of trading crypto currencies, contracts for difference and foreign exchange can be substantial. Each investor must consider whether this is a suitable investment. Before trading one should be aware that with potential profits there is also potential for losses that may be very large. Crypto Currencies, Contracts For Difference and Foreign Exchange investing involves risk and is not suitable for everyone. Those acting on this information are responsible for their own actions. Past performance is not indicative of future results. \*Derivative Products available to Qualified Counterparties Only. For US Persons, client is an Eligible Contract Participant ("ECP") as defined in Section 1a(18) of the Commodity Exchange Act and related guidance. Non-US Persons must qualify as an Eligible Professional Client.

BlockFills, 401 W Ontario St., 400, Chicago, IL 60654, United States, (312) 858-8501

[Unsubscribe](#) [Manage preferences](#)



PLAINTIFFS'  
EXHIBIT  
2



### Contact Information

Company name\*

Person Completing Application - First Name\*      Person Completing Application - Last Name\*  
     

Job Title\*      Phone Number\*  
     

Email  
\*

Please select your point of contact at BlockFills\*

Continue



The logo for BLOCKFILLS, featuring a blue square icon with a white geometric shape inside, followed by the word "BLOCKFILLS" in a bold, black, sans-serif font.

## Applicant Information

Is the applicant an existing client looking to onboard a new entity?\*

- Yes
- No

Legal Entity Type\*

Country of Incorporation or Domicile\*

Company Registration Number\*

Incorporation Date\*

Legal Entity Identifier (LEI)

Street address\*

Street address 2

City\*

State/Region\*

Postal code\*

Country/Region\*

Nature of Business\*

Please be as specific as possible.

Is the Company regulated by any government agency?\*

- Yes
- No

Is the Applicant or any of its shareholders or directors a politically exposed person ("PEP")?\*

- Yes
- No

Website URL

How did you hear about BlockFills?\*

## Shareholder Information

Is there more than 1 Shareholder with > 25% Ownership Interest?\*

- Yes
- No

Does the largest shareholder own less than 25% of the company?\*

- Yes
- No

List of Shareholders with > 25% Ownership Interest - Will be verified via corporate documentation.

Please list full name and ownership interest. Include corporate shareholders.

Source of Wealth of Owners with > 25% Ownership Interest\*

Please provide the source of wealth/assets for each owner with > 25% ownership of the applying entity.

## Director Information

Director 1 First Name\*

Director 1 Last Name\*

Director 1 Title\*

Director 1 Government Issued ID Number\*

Social Security Number, National Insurance Number, etc.

**Need to List More Directors?\***

If the applicant has more than 4 directors in total, submit 4 of them here and our onboarding group will provide further instructions.

- Yes
- No

## Authorized Persons

**Important:**

BlockFills provides both access to a password / MFA protected Client & Trading Portal as well as an OTC Chat group on mediums such as Telegram and Slack. If you add Telegram IDs or email addresses to the relevant fields below, understand that they may be added by our team to our private chat group. Such participants will have the ability to interact with the BlockFills trading and settlement desk. The applying entity accepts full responsibility for such participants' actions including trading and settlement activities they may perform.

**A Special Note on "Authorized Person 1":**

**Only "Authorized Person 1" will have the ability to make a request to add new traders / chat participant users / client portal / trading platform users. If this Admin User needs to be replaced in the future, please contact BlockFills for instructions and support.**

Authorized Person 1 First Name\*

Authorized Person 1 Last Name\*

Authorized Person 1 Phone Number\*

Authorized Person 1 Email Address\*

Authorized Person 1 Telegram ID or Email Address Associated with Slack\*

Enter "Not Applicable" if neither exist.

Authorized Person 1 Client Portal Access\*

- Read Only (view balances, positions, and historical trade data)
- Request Settlements (submit crypto and fiat withdrawals to previously approved wallets / accounts)
- Request Settlements and Submit New Settlement Instructions (submit crypto and fiat withdrawals to previously approved wallets / accounts and submit new wallet addresses / bank accounts)

Should Authorized Person 1 Have Trading Platform Access?\*

- Yes
- No

**Authorized Person 1 Acknowledgement 1: By checking below, the individual completing the application has read, understands, and agrees to the administrative privileges granted to Authorized Person 1 as indicated above in red.**

I agree.\*

Add Additional Authorized Persons?\*

If the applicant has more than 4 authorized persons in total, submit 4 of them here and our onboarding group will provide further instructions.

- Yes
- No

**To be clear, anyone added to a private chat group may be able to trade or request settlement, regardless of whether they have access to the trading platform. Do you understand? If not, please contact BlockFills for further explanation.**

I understand.\*

## Trading Experience

Which of the following has the company traded in the past 12 months?\*

- Digital Assets
- Equities
- FX
- Futures
- Options
- None of the Above

Estimated Trade Frequency\*

- Less than 1 Trade per Month
- 1-10 Trades per Month
- 10-30 Trades per Month
- 30-100 Trades per Month
- 100-500 Trades per Month
- 500-2000 Trades per Month
- 2000+ Trades per Month

Please indicate any other relevant trading experience if applicable.

## Trading Account Information

**Purpose of Account\***

- Hedging
- Speculation
- Trading for Clients

**Other Purposes (if applicable):**

**Source of Funds\***

- Proprietary Funds
- Client Funds

**Approximate Initial Deposit Amount**

\$100k, 50 BTC, 500 ETH, etc.

**Typical Trade Size\***

(Please state typical trade size in whatever base currency you prefer, i.e. .5 BTC, \$50k USD, 100k EUR, etc.)

**Typical Holding Period\***

- Seconds
- Minutes
- Hours
- Days
- Longer Term

**Has your organization transacted with another liquidity venue in the prior 30 days? If so, where?\***

Please list any applicable LP, exchange, OTC desk, etc.

**If your account is approved, how long will it be until you begin trading live?\***

- Immediately
- Within a week
- Within 2 weeks
- Within 1 month
- Within 3 months
- Not sure when we will start trading

**Please describe any known impediments to your organization's ability to start trading.\***

These may include technical integrations, banking, etc. We appreciate you providing as much detail as possible.

**Will anyone other than an Authorized Person be trading the account?\***

If Yes, a limited power of attorney will be required - Blockfills will contact you during the review process.

- Yes
- No

**Email Address for Records, Notifications, Client Portal (Vision) Access\***

Enter an email address we can associate with the Client Portal (Vision) and to which we can send account-related notifications.

## Financial Information

**Please submit a wallet address below\***

Wallet address must have transaction history.

**Total Company Assets\***

- < \$1,000,000
- \$1,000,000 - \$4,999,999
- \$5,000,000 - \$9,999,999
- \$10,000,000 - \$49,999,999
- >= \$50,000,000

**Does the Applicant have an investment portfolio (Cash and Financial Instruments) in excess of \$500,000 or equivalents?\***

- Yes
- No

## Banking Information

Skip this section only if the entity does not yet have established banking relationships.

Bank Name

Bank Account Name

IBAN or Account Number

SWIFT/ABA Number/Sort Code

Bank Address

## Client Agreements

### PROFESSIONAL ELECTRONIC TRADING AGREEMENT

*Signatures will be collected electronically at the conclusion of the application.*

This Agreement is between ("Customer") and Reliz Ltd doing business as Blockfills.com, its principals, subsidiaries, affiliates and introducing broker(s) ("Blockfills") with respect to the electronic or other trading account (the "Account") opened on behalf of Customer. This Agreement shall govern all of the aspects of the Account detailed below:

- Customer acknowledges that this Agreement is an addendum to the Blockfills Client Agreement and Terms of Business and applies to those trades entered into by Customer through the use of any electronic order entry system provided or supported by Blockfills, including but not limited to any Blockfills third party electronic order entry system (collectively, the "System") through the Internet or otherwise. Customer further acknowledges that this Agreement also applies to those trades entered for a "voice", or non-electronic order entry, Account when in the sole discretion of Blockfills electronic order entry is necessary to properly enter the order for any reason, including but not limited to inability to transmit the order by "voice". This Agreement must be executed and manually received by Blockfills prior to Customer's commencement of any trading for the Account.
- With respect to electronic trading Accounts, Blockfills or the third party provider will assign the Customer a unique confidential user identification name ("User ID") and password ("Password") which must be used solely by Customer in order to access Blockfills through the System. Customer agrees that the User ID and Password may not be disclosed to, or used by, any other person or party, for any purpose whatsoever. Customer hereby agrees that all orders placed through and instructions given to Blockfills are Customer's sole responsibility. Customer will save, defend, indemnify and otherwise hold Blockfills harmless of, from and against any and all liability, costs or damages of any kind arising by virtue of any unauthorized use of Customer's User ID or Password. Customer will notify Blockfills immediately if Customer becomes aware of any loss, theft or unauthorized use of Customer's User ID or Password. Customer agrees to immediately notify Blockfills in the event of any third party use of the User ID or Password.
- All orders that Customer initiates, irrespective of mode of order entry, are Customer's responsibility are done at Customer's sole risk. If the Account is not updated to note, or if Customer does not receive affirmative notification that the order has been either accepted or rejected for placement, it is the Customer's responsibility to notify Blockfills immediately.
- It is Customer's duty, and not Blockfills', to monitor the System trading screen while open orders and positions are pending. Blockfills is not responsible for delays or errors. It is Customer's obligation, and not Blockfills, to monitor the Account's status and the status of any open orders or positions in the Account and to take appropriate action to minimize loss or maximize gain.
- Blockfills reserves the right to report acceptance, rejection or execution of Customer's orders by updating Customer's Account, electronically or otherwise, by e-mail and/or by telephone, as determined in the sole discretion of Blockfills.
- Customer shall be responsible for monitoring all of Customer's orders until execution is confirmed or cancellation is acknowledged by Blockfills by updating the Account electronically, in writing or by telephone and/or e-mail. Customer must cause any email notification to be printed and must retain a hard copy of said notification. Blockfills is not responsible for any loss due to Customer's failure to cancel, replace or cover a trade prior to the updating of Customer's Account or receipt of Blockfills written, telephone and/or e-mailed confirmation or cancellation.
- Blockfills, in its sole discretion, may establish limits on the maximum number of contracts per order, the maximum number of contracts per position, and/or any other type of trading limit based upon: (a) Government or exchange imposed position limits; (b) Exchange margin requirements; (c) Position limits imposed by Blockfills in its sole discretion; (d) Margin requirements imposed by Blockfills in its sole discretion; or (e) Any other criterion as Blockfills may see fit. Any orders that may cause the Customer's Account to exceed the limits set by Blockfills will be rejected by the System.
- Notwithstanding the foregoing, acceptance of an order for placement does not constitute an agreement or representation by Blockfills that there is sufficient margin in Customer's Account to support the resulting position. Customer hereby acknowledges Customer's responsibility to keep apprised of current margin requirements in connection with all trading activities; to post all required margin for trades ordered by Customer, and, that Customer remains liable for the losses incurred on all Customer's trades, regardless of whether there is sufficient margin posted at the time the trade is ordered.
- As with any electronic system it is possible that service could be interrupted. In that event, depending on the type of failure, it may not be possible to access the System to enter new orders, and/or modify or cancel orders previously entered.
- Blockfills shall not be liable for any loss resulting from Third Party System failure, breakdown of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, unauthorized access to Customer's User ID or Password, Customer's operating errors or any other condition over which Blockfills does not otherwise control.
- Customer acknowledges that the accuracy, completeness, timeliness and correct sequencing of the real-time information concerning Customer's trading and Account activity, quotes and market information (the "Information") are not guaranteed by Blockfills. Customer agrees that Blockfills shall not have any liability for the accuracy, completeness, timeliness or correct sequencing of the information or for any decision made or action taken by Customer in reliance upon the Information or for any interruption of any data or information. Customer agrees not to reproduce, retransmit, disseminate, sell or distribute the Information without the express written consent of Blockfills.
- Blockfills reserves the right to terminate Customer's access to electronic trading at Blockfills sole discretion, for any reason whatsoever, including, but not limited to, the unauthorized use of Customer's User ID or Password and/or the breach of this Agreement.

13. EXCEPT AS PROVIDED IN THE RULES OF VARIOUS EXCHANGES, THE BLOCKFILLS CLIENT AGREEMENT AND EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL OR WANTON MISCONDUCT, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS UNDER SUCH RULES, NEITHER BLOCKFILLS, ANY THIRD PARTY PROVIDER OF THE SYSTEM NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, AGENTS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO ANY PERSONS, INCLUDING BUT NOT LIMITED TO CUSTOMER, FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES), ARISING FROM (1) ANY FAILURE OR MALFUNCTION, INCLUDING BUT NOT LIMITED TO, ANY INABILITY TO ENTER OR CANCEL ORDERS, OF THE SYSTEM OR SERVICES OR FACILITIES USED TO SUPPORT THE SYSTEM, IRRESPECTIVE OF WHETHER THE SUBJECT ORDER(S), ARE ORIGINALLY INITIATED ELECTRONICALLY, OR (2) ANY FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION, INACCURACY OR TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, REPAIR, USE OF OR INABILITY TO USE ALL OR ANY PART OF THE SYSTEM OR ANY SERVICES OR FACILITIES USED TO SUPPORT THE SYSTEM. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

14. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY BLOCKFILLS (INCLUDING ITS SUBSIDIARIES, AFFILIATES AND INTRODUCING BROKERS) OR ANY THIRD PARTY PROVIDER OF THE SYSTEM RELATING TO ORDER ENTRY, THE SYSTEM, THE INFORMATION, THE TRADING SOFTWARE OR ANY BLOCKFILLS SERVICE OR FACILITY USED TO SUPPORT THE SYSTEM, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE OR WARRANTIES OF NO INTELLECTUAL PROPERTY INFRINGEMENT.

15. ANY DISPUTE ARISING OUT OF THE USE OF THE SYSTEM, BLOCKFILLS THIRD PARTYSERVICES OR BLOCKFILLS FACILITIES USED TO SUPPORT THE SYSTEM IN WHICH BLOCKFILLS, ITS SUBSIDIARIES OR AFFILIATES OR ANY RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, AGENTS OR EMPLOYEES IS MADE A PARTY, SHALL BE SUBJECT TO AND ENFORCED IN ACCORDANCE WITH ILLINOIS LAW. ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST ANY OF THE PARTIES DESCRIBED IN THIS SECTION MUST BE BROUGHT WITHIN TWOYEARS FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED.

16. Acknowledgment of Risks: Customer acknowledges that trading in Digital Assets, spread bets and contracts for difference is a highly speculative activity involving high leverage and volatile markets. Despite these risks, Customer assumes the financial and other known risks involved in these investment or trading vehicles. Customer understands that on certain specific trading dates, trading in digital assets, spread bets and contracts for difference may cease or expire and that when they are traded outside the Cayman Islands, trading days and hours may not coincide with domestic trading days or hours and that these factors may result in financial disadvantage to the Customer. Customer freely assumes these risks and holds Blockfills, its employees, agents, officers and owners harmless against any such loss resulting from these risks.

17. The purpose of this Electronic Trading Agreement and Risk Disclosure Statement is to advise market participants of the general features of the System and the principal risk factors related to the use of the System, either directly or as alternative order entry method, as detailed herein. This brief Statement, however, cannot describe all aspects of the System nor can it identify all of the potential risk factors. Market users should review the full set of Risk Disclosures in their Client Agreements and contact their brokers for any further information which may be needed in order to evaluate the possible uses of, and the risks associated with, the System. To the extent necessary to effectuate the provisions hereof, any third-party provider of the System to which Customer may subscribe hereunder shall be a third-party beneficiary of this Agreement.

I have authorization to act in relation to all matters regarding opening and operating the trading account with Reliz Ltd dba Blockfills.com, including but not limited to deposits, withdrawals, trading and investment instruments. I accept the Terms and Conditions of the Professional Electronic Trading Agreement.\*

**ACKNOWLEDGEMENTS SCHEDULE**

*Signatures will be collected electronically at the conclusion of the application.*

**Agreement (all customers):**

I/We have read, understood and agree to the clauses set out in this Agreement. Where I/we sign in a representative capacity, I/we confirm that I/we have full power and authority to enter into this Agreement

The information provided by us in this Form and otherwise is accurate and complete and I/we will notify you of any material changes to this information.

This Agreement is a legally binding contractual agreement and I agree to be bound by every term and condition, including the items listed above in this Application. No modification of this Application or Agreement is valid unless accepted by Blockfills.com in writing. I confirm that I have received a full set of account documents and I have not made any alterations or deletions to this Application or Agreement or any such documents from the original forms. In the event that there are any alterations or deletions to this Application or Agreement, that have not been agreed and signed by Blockfills.com, or any such documents such alteration and deletions shall not be binding on Blockfills.com and said original forms shall govern the Client's account relationship with Blockfills.com.

Client Money: That as a Professional Client and according to clause 6 of the trading agreement, you hereby acknowledge (unless Blockfills.com agrees in writing in a separate letter) that;

(1) money deposited by you with Blockfills.com will be segregated from the working capital of Blockfills.com until you execute an order through Blockfills.com; As a consequence of executing an order, Blockfills.com has the right to move your money in any amount not to exceed the amount of the trade to its counterparties at its sole discretion; and

(2) If your funds are moved to any Blockfills counterparty as a result of any order you placed through Blockfills you will rank only as a general creditor of the firm in the event of any third party default.

I have authorization to act in relation to all matters regarding opening and operating the trading account with Reliz Ltd dba Blockfills.com, including but not limited to deposits, withdrawals, trading and investment instruments. I accept the Terms and Conditions of the Acknowledgements Schedule.\*

**FEES**

Blockfills.com does not charge commissions. We charge a bid/ask spread typically quoted in USD (For non-US dollar currency trades, the number of millions of US dollars is defined as the base currency amount of the trade converted into US dollars using the end of the day calculations on the day of the trade or reasonably similar reference rate used from time to time by Blockfills.com)

I understand and agree.\*

**DECLARATION**

By signing and returning this form, I/we confirm for and on behalf of the applicant that:

§ I have read, understood and accurately completed the application form to open a entity client trading account.

§ I have received, read and understand the Reliz Ltd. dba Blockfills.com Professional Electronic Trading Agreement and all other agreements herein.

§ I have read and understand the nature and risks of the products intended to trade through this account.

§ I have authorization from the Company's Directors or to act on its behalf in relation to all matters regarding opening and operating the trading account with Reliz Ltd. dba Blockfills.com including but not limited to deposits, withdrawals, trading and investment instruments.

**TERMS OF BUSINESS**

Please follow this link to view the Reliz Ltd. Terms of Business: [Click here](#)

I understand and agree to the Reliz Ltd. Terms of Business.\*

**ELECTRONIC SIGNATURE AND ADOPTION**

By accepting this Agreement, you consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act or action while using any electronic service we offer or in accessing or making any transactions regarding any documents and disclosures constitutes your signature as if actually signed by you in writing (electronic signature). In some cases your electronic signature may be represented by your type written name or initials electronically placed on the documents and disclosures by means of the process described herein. Your electronic signature, whether expressed by process or symbolically or both, is hereby adopted by you and represents your intent to acknowledge receipt or sign, as applicable, the documents and disclosures and that your electronic signatures are thereby attached to, and logically associated with, the documents and disclosures. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you or your company and Reliz Ltd.

I understand and agree.\*

## Supporting Documentation

### Important Message About Supporting Documents

Please note that applications which are submitted without complete documentation will not be reviewed or processed.

***If you are submitting a partial upload of required documentation, please send the remaining documents to your BlockFills representative within 3-5 business days.***

Please choose your legal entity type and upload all required supporting documentation.\*

Please Select ▼

## Signatures

By electronically signing this form you represent that all the information contained herein is true and accurate and you agree on behalf of the applicant to be bound by the agreement. You are either a shareholder, director, authorized representative of the applicant, or are authorized to sign on behalf of said applicant. Documentation of the above may be requested.

**Trading FX, Digital Assets, CFDs, and other Financial Market Products and Instruments can result in losses exceeding your deposit. Use of these Products and Instruments may not be suitable for everyone. Please ensure you fully understand the risks and seek independent advice if necessary.**

I understand agree with the above.\*

Signatory 1 Name\*

Signatory 1 Title\*

Other Signatures Required?\*

If the applicant requires more than 4 signatories in total, submit 4 of them here and our onboarding group will provide further instructions.

Yes

No

## Tell Us Your Interests

**BlockFills' range of products and services is ever-expanding. Please indicate your interests or those of the applicant you represent. There is no obligation or commitment related to these selections.**

**Interests - Connectivity\***

- API Connectivity - FIX
- API Connectivity - REST
- API Connectivity - Websocket
- Fund Admin Connectivity
- Bridge / Liquidity Hub Connectivity
- CQG Trader
- None of the Above

**Interests - Derivatives\***

- Basis Trading
- CFDs / Perpetual Swaps
- Dated Forwards
- Options Trading
- Structured Products

**Interests - Fiat Rails and Services\***

- Non-USD Settlements
- T+0/Same-Day Settlement
- T+1 Settlement
- Third Party Payments
- None of the Above

**Interests - Lending and Borrowing\***

- Overcollateralized Lending and Borrowing (BTC)
- Overcollateralized Lending and Borrowing (ETH)
- Overcollateralized Lending and Borrowing (Alts)
- Lending Assets to BlockFills
- Lending Against RWAs (Real World Assets)

None of the Above

DeFi Lending & Borrowing

None of the Above

**Interests - Software and Data\***

- Market Data Library (Research Purposes)
- Mobile Trading Solutions
- Phoenix Front-End Trading Platform
- White Labeling BlockFills' Technology
- None of the Above

**Interests - DeFi\***

- Asset Tokenization
- DeFi / On-Chain Trading
- None of the Above

**Interests - Domiciles\***

- United States
- Cayman Islands
- United Kingdom (UK)
- Europe
- United Arab Emirates (UAE)
- Singapore
- Brazil

**Interests - Other Interests\***

- Mining and Related Services
- Asset Management Services
- Staking Crypto Assets
- NFTs
- Tri-Party Custody Solutions
- None of the Above

## Final Step - Please Confirm Your Information

**Company/Applicant name\***

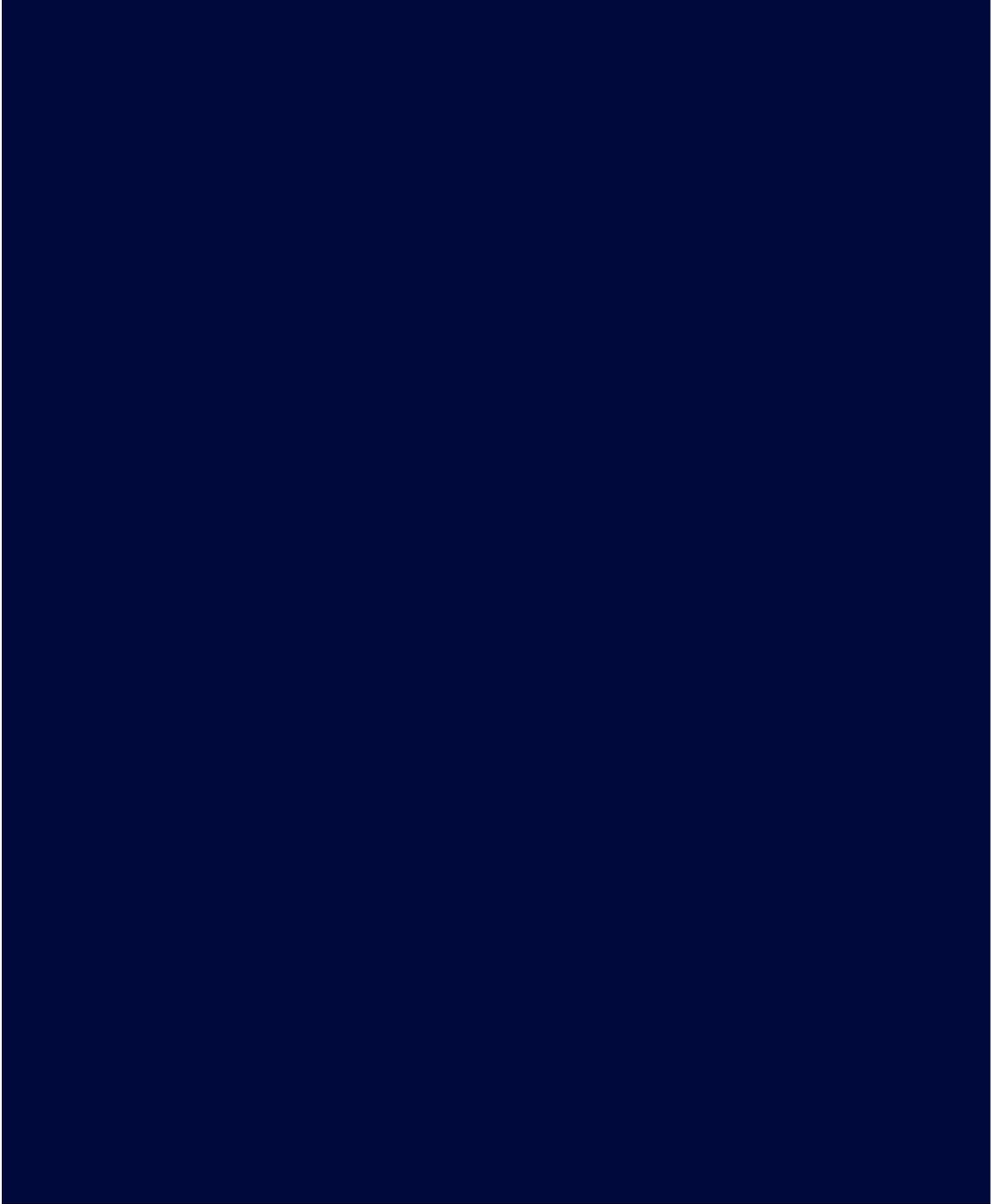
**Person Completing Application - First Name\***

**Person Completing Application - Last Name\***

**Title\***

**Email\***

**Submit**



**RELIZ LTD.**

**TERMS OF BUSINESS AND CLIENT  
AGREEMENT**



## Client Agreement

This Agreement sets forth the terms and conditions governing your Account at “Blockfills”, a trading name of Reliz Ltd. a Cayman Island Limited Corporation.

### 1. DEFINITIONS

#### A. “Access Codes”

All security identification codes and passwords.

#### B. “Account”

The client account with Blockfills. The end user’s account (the “User”).

#### C. “Account Balance”

The total of all deposits, interest income and expense and Realized Gains, less all withdrawals, Realized Losses and incidental Fees that are available for withdrawal.

#### D. “Account Currency”

The currency we use for settlement when we open your account and that you fund your account with.

#### E. “Affiliate”

An affiliate means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto.

#### F. “Agreement”

The agreement is the Client Agreement as it may be amended or modified from time to time in accordance with its’ terms.

#### G. “Aggregate Data”

The Data and/or other information about trading provided by the User to any platform of Blockfills, or Blockfills API, in the aggregate, so long as such Data or other information, as disclosed by Blockfills, does not identify to a third-party viewer that the source of specific trading Data is the User.

#### H. “Available Equity”

Total Equity less any equity held in required trading margin.

#### I. “Base Currency”

With respect to a Digital contract, the first currency in a digital Currency Pair, and with respect to a CFD, the settlement currency.

#### J. “Cash”

The balance in a User's account after all credits and debits have been made (for example in respect of closed positions, but not Unrealized Gain/Loss or Open Positions).

K. **"Collateral"**

Collateral is defined in section 15.

L. **"Confidential Information"**

Confidential Information is defined in section 20.

M. **"Contract"**

Contract is defined in section 3.

N. **"Covered Proceeding"**

This is defined in section 22.

O. **"Currency Pair"**

Two fiat or digital currencies that comprise a digital currency buy or sell.

P. **"Current Position"**

Means Total Equity less margin requirements.

Q. **"Data"**

Data and other information generated by Blockfills' Platforms and/or otherwise provided to the User by Blockfills hereunder, including, without limitation, information regarding bids, offers, pricing, spreads, trading volume, liquidity and block trades.

R. **"Deal Price"**

The deal sell price (lower of two prices set by the Platform for the same market) or the deal buy price (higher of two prices set by the Platform for the same market), as the context requires.

S. **"Delta"**

The rate of change of an Options price with respect to changes in the underlying price. For example, an Option with a Delta of +0.25 means if they underlying asset rises by 1 tick then the price of the Option will increase by 0.25 of a tick (1 tick x 0.25 of a tick).

T. **"Existing Technology"**

The software and intellectual property rights owned or licensed by Blockfills and its third-party partners, or any affiliate of Blockfills, in connection with the Platform or Platforms, which have been developed, used or operated by Blockfills.

U. **"External Feed"**

An automated price stream that requires completion of a validation check by some automated process outside the control and premises of the Blockfills Platforms.

V. **"Fees"**

Fees are defined in Section 11

W. **“Floating Gain/Loss”**

The total of all Open Positions on your account, Marked to Market.

X. **“Governmental Authority”**

Any national, federal, state, provincial, county, municipal, or local government, foreign or domestic, or the government of any political subdivision of any of the foregoing, or any entity, authority, agency, ministry or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform any of such functions.

Y. **“Blockfills Party”**

Blockfills, its Platforms, its affiliates, and their respective Representatives.

Z. **“IM Factor”**

The percentage or multiplier specified by Blockfills (in its absolute discretion) in relation to a particular market.

AA. **“Implied Volatility”**

The estimated volatility of the price of the underlying market between the time of calculation and the time of expiry.

BB. **“Initial Margin”**

The funds required by Blockfills for a User to open (and maintain) a trade.

CC. **“IP Rights”**

IP rights are defined in Section 20.

DD. **“Law”**

All applicable laws, rules, regulations, judgements, decrees, treaties, ordinances, orders and rulings, interpretations and statements of policy, of any Governmental Authority or self-regulatory organization, authority, agency or body, in each case which has jurisdiction over Blockfills, the User, or their respective operations.

EE. **“Long Position”**

An Open Position that results from the purchase of the Base Currency.

FF. **“Marked to Market”**

The value of an Open Position calculated at the current Deal price.

GG. **“Margin Requirement”**

The total of all Initial Margin in respect of all Open Positions in your Account.

HH. **“Maximum Net Open Position”**

The maximum U.S. Dollar equivalent notional value of Open Positions in the aggregate across all Currency Pairs that may be held at any point in time. The Maximum Net Open Position is set based

upon the customers profile and Blockfills risk exposure formulas at Blockfills' sole discretion.

**II. Maximum Net Open Position By Currency”**

The maximum U.S. Dollar equivalent notional value of Open Positions by currency that may be held at any point in time. The Maximum Net Open Position by currency is calculated by adding the U.S. Dollar equivalent of all currencies held by User.

**JJ. “Net Open Position”**

The calculation, by currency (and not Currency Pair), determined by adding the U.S. Dollar equivalent of all currencies owned by the User.

**KK. “Open Position”**

Whereby User executed a trade or bet and entered into a position, either long or short for which no offsetting transaction has been entered into. Open positions include Long Positions and/or Short Positions.

**LL. “Option”**

An off-exchange Option in respect of spot digital or foreign currency or CFD.

**MM. “Order”**

Is a data object that describes the User's willingness to;  
(i) Buy or sell some amount of one digital currency in exchange for another Digital currency or  
(ii) place a trade and which User wants the Platform or Platforms to match with other Orders or Feeds for execution.

**NN. “Person”**

A professional individual, a partnership, limited partnership, corporation, limited liability company, joint stock company, unincorporated association or organization, trust or joint venture, or a Governmental Authority or political subdivision thereof.

**OO. “Platform”**

All Blockfills trading Platform or Platforms, accessible through the internet and/or telecommunications networks and through a front-end trading or graphical user interface or API that enables authorized Persons, either directly or through an authorized third party, to enter spot digital currencies or CFD transactions.

**PP. "Realized Gain/Loss"**

The actual gain or loss resulting from closing an Open Position.

**QQ. “Representatives”**

A Person's officers, directors, members, managers, and agents.

**RR. “Risk Levels”**

Percentages calculated as (Total Equity divided by margin required) multiplied by 100.

**SS. "Short Position"**

An Open Position that results from the sale of the base currency.

**TT. "Standard Size"**

This is typically \$100,000 of base currency but maybe more or less than some pairs from time to time.

**UU. "Total Equity"**

The sum of the following;

- (i) Cash; plus (ii) any positive Floating Gain/Loss; less (iii) any negative Floating Gain/Loss; plus (iv) any positive Unrealized Gain/Loss; (v) less any negative Unrealized Gain/Loss

**VV. "Unrealized Gain/Loss"**

The gain or loss on a closed net-based spot forex transaction that has not been reflected in your Cash until the 2nd day after the trade has been closed, excluding the day on which it was closed.

**WW. "Value Date"**

The day that the currency would be physically delivered (or payable) if Blockfills did not automatically roll over client's positions at the end of each business day.

**XX. "Variation Margin"**

The amount the User must pay Blockfills to return available equity to zero.

**YY. "Variation Margin Call"**

A request for payment of Variation Margin.

**ZZ. "Vega"**

The rate of change of the Options price with respect to changes in the Implied Volatility.

**AAA. "Vega Margin"**

The lot size multiplied by Vega multiplied by Implied Volatility multiplied by Volfactor.

**BBB. "Volfactor"**

The percentage or multiplier specified by Blockfills (in its absolute discretion) in relation to each underlying market.

**2. OUR CAPACITY**

Blockfills will deal with User as agent acting on the User's behalf and every Order, which Blockfills may take, is accepted and executed on that basis (although Blockfills may execute transactions on behalf of User in its own name as a matched principal).

**3. SERVICES PROVIDED**

Subject to the terms and conditions of this Agreement and acceptance of the User's application to open an account with Blockfills, Blockfills will open one or more accounts in the User's name and will affect cash settled and physically settled transactions with and for User in the international Over-the-Counter digital or foreign currency ("digital currency") markets and contracts for difference "CFDs" (together, "the Contracts") on a spot basis, and provide such other services and products as Blockfills may, in its sole discretion,

determine from time to time in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between Blockfills and the User shall be governed by the terms of this User Agreement, as amended from time to time.

#### **4. REPRESENTATIONS AND WARRANTIES**

As of the date hereof, the date of each Contract and other transaction in the User's account and any date on which Blockfills' Digital Currency and CFD Addendum, are revised, updated or amended, the User represents and warrants to Blockfills and agrees for the benefit of Blockfills that:

- 4.1. The User is of sound mind, legal age (18 years old) and legal competence.
- 4.2. If the User is not a natural Person, (i) User is duly organized and validly existing under the applicable laws of the jurisdiction of its organization; (ii) execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all Contracts and other transactions contemplated hereunder have been duly authorized by User; and (iii) each Person executing and delivering this Agreement and all Contracts and other transactions contemplated hereunder on behalf of User performing the obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder on behalf of User, has been duly authorized by User to do so.
- 4.3. Execution and delivery by User of this Agreement and all Contracts and other transactions contemplated hereunder, and performance of all User's obligations contemplated under this Agreement, and any Contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to User.
- 4.4. User has full beneficial ownership of User's account. User has not granted and will not grant a security interest in User's account with Blockfills (other than the security interest granted to Blockfills hereunder) to any Person without Blockfills' prior written consent. User has full beneficial ownership of all Collateral and will not grant any security interest in any Collateral to any Person (other than the security interest granted to Blockfills hereunder) without Blockfills' prior written consent.
- 4.5. User will execute and deliver all documents, give all notices, make all filings and take such other actions as Blockfills, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of Blockfills or to protect Blockfills' interests with respect to any Collateral.
- 4.6. User has read and understands the provisions contained in this Agreement, including without limitation, Blockfills' Digital Currency and CFDs Addendum and, the User will review the Agreement each time it is amended.
- 4.7. User is an eligible counterparty, wholesale or professional client.

#### **5. CUSTOMER CLASSIFICATION**

All Blockfills users are classified as Professional Wholesale Clients and the User is responsible for keeping Blockfills informed promptly of any change that may be relevant to its current categorization as a Professional Wholesale Client. Blockfills does not undertake any transactions with retail clients. Accordingly, if the User does wish to be treated as a retail client it may cease to be a customer of Blockfills either generally or in respect of a particular transaction.

#### **6. TRADING AND SECURITY**

The User authorizes Blockfills to purchase and sell physically settled and cash settled Contracts and place Contract for difference trades for the User's account in accordance with the User's instructions received through the Platform, subject to the terms of this agreement, including the applicable Addendum hereto and the User Client Application. User agrees to be conclusively responsible for any instruction received electronically that is identified with User's access codes and for any electronic, oral and written instruction (including, but not limited to, any Order). User shall promptly notify Blockfills as soon as User becomes aware or reasonably believes of any unauthorized use or misuse of the Platform, or Platforms or the Access Codes by any Person. Upon receipt of such notice from User, or if Blockfills believes that any Person is breaching the Platforms security, using the Platform without due authority, or using the Platform in a manner that is not in the best interests of the participants therein generally, or otherwise misusing the Platform, Blockfills shall have the right (but not the obligation), in its sole discretion, to take any action as it may deem



circumstances in (i) through (v) in this section 8 occurs, Blockfills may cancel a transaction previously executed by User on the Platform so long as Blockfills notifies User of any such cancellation immediately and User has agreed to such cancellation after the execution thereof.

## **9. CONTROL OF THE PLATFORM**

User acknowledges that Blockfills shall have sole discretion and control over, and the right to modify at any time, the Platform's functionality, configuration, appearance and content, including without limitation: (i) the parameters and protocols by which Orders are placed, routed, matched or otherwise processed by the Platform; and (ii) the availability of the Platform to any User or with respect to particular Digital Currency Pairs, CFDs or other transactions at any particular places, times or locations.

## **10. TRANSMISSION OF INFORMATION**

In connection with User's of the Platform, the operation of the Platform (including the matching of bids and offers submitted, and bets placed, to the Platform by User and the formation of transactions with respect thereto) shall be based on (i) all bids, offers, Orders, bets, commands and other input information submitted by User and accompanied by a valid Access Code, in the form in which such information is received by the Platform; and (ii) transaction confirmations sent to User by the Platform reflecting transactions based on information received from User accompanied by a valid Access Code, in the form in which such confirmations are sent out by the Platform; in each case regardless of whether or not (A) such bids offers, other Orders, trades or commands or other input information were authorized by the User; (B) such information had been altered or corrupted (electronically or otherwise) prior to reaching the Platform; and (C) such transaction confirmations are altered or corrupted (electronically or otherwise) after being transmitted from the Platform. Other than information made generally available to all users of the Platform, the User shall have access only to information about the trades that User executes using the Platform. User acknowledges that Blockfills shall not have any duty to verify whether any information submitted to the Platform accompanied by a valid Access Code was authorized by User. User acknowledges that Blockfills' Parties shall not be responsible for any loss, corruption or modification of information submitted to or sent by the Platform, except to the extent that Blockfills has committed gross negligence or engaged in willful misconduct with respect thereto.

## **11. FEES**

User shall pay Blockfills such fees and commissions (the "Fees") as set forth and agreed upon in the Electronic Trading Agreement and Fees Schedule separately provided or as set forth as Blockfills' generally advertised Fees on the Blockfills website and/or collateral materials. User shall be solely responsible for all taxes, levies or charges imposed by any Governmental Authority of any kind whatsoever with respect to the User's trading and/or the Fees paid to or owing with respect to the transactions executed by User via the Platform.

## **12. RISK OF TRANSACTIONS**

User acknowledges that User has been informed and that User understands that (i) Blockfills is simultaneously acting as a matched, riskless principal to User and to another user in an offsetting Contract trades; (ii) no service provided by Blockfills in connection with the Platform or otherwise shall give rise to any fiduciary or equitable duties on the part of Blockfills; (ii) Blockfills may receive Fees from one or more third parties in respect of any particular transaction executed through the Platform; and (iii) the submitting or posting of any information to or on the Platform by any Person shall not be deemed to be a recommendation by any such Person that User should enter into any particular transaction or that any particular transaction is suitable or appropriate for User.

## **13. CLIENT DIGITAL ASSETS AND MONEY**

Any money received by Blockfills in respect of User's Account shall be treated as "Client Money" in accordance with standard account segregation rules except where User enters into an agreement with Blockfills to transfer full ownership of money to Blockfills for, amongst other things, the purpose of securing or otherwise covering present future, actual or contingent or prospective obligations, such as margin, in which circumstances such money will not be regarded as Client Money. Blockfills may hold Client Money in a Client Account opened with an approved bank in the United States, Europe or elsewhere that is materially similar.

Blockfills may pass on Client Money or allow another Person, such as an exchange or clearing house or clearing broker or an intermediate broker, to hold or control Client Money where Blockfills transfers the Client Money (a) for the purposes of a transaction for User through or with that Person; or (b) to meet User's obligations to provide Collateral for a transaction.

#### **14. MARGIN REQUIREMENTS**

User shall provide to and maintain with Blockfills Margin in such amounts, in cash or other such forms, and within such limits as provided in the Digital Currency and CFD Addendum as applicable. By entering into this Agreement, User agrees that Blockfills will not pay User interest on Client Money or any other unencumbered funds unless agreed by the parties in a separate agreement.

#### **15. SECURITY AGREEMENT**

In order to secure any indebtedness or other obligations at any time owing from User to Blockfills, including, without limitation, (a) indebtedness or other obligations under any Account, Contract, trade or other transaction with Blockfills; or (b) any indebtedness or other obligations resulting from any guarantee by User of any Account, Contract or other transaction with Blockfills, User hereby assigns, pledges, and grants to Blockfills a security interest in and right to set off against: (i) all of User's Accounts with Blockfills; (ii) all Contracts, digital assets, cash, securities and other property in User's Account at Blockfills or delivered or otherwise provided by User to secure its indebtedness or other obligations to Blockfills or in Blockfills' possession or control for any purpose (including safekeeping); and (iii) all products and proceeds of the foregoing (collectively, (i), (ii) and (iii) are referred to as "Collateral"). At any time, in Blockfills' sole discretion and without prior demand or notice, Blockfills may apply any or all Collateral (or sell or buy in any such Contracts, securities or other property and apply the proceeds there from) to any such indebtedness or other obligations, notwithstanding that such indebtedness or other obligations arise in an Account other than the Account in which the cash, Contracts, securities or other property where held or generated. Any failure by Blockfills to enforce its rights hereunder shall not be deemed a future waiver of such rights by Blockfills. Blockfills is irrevocably appointed as attorney-in-fact for User and is authorized, without notice to User, to execute and deliver any documents, give any notice and to take any actions on behalf of User, including the execution, delivery and filing of financing statements, that Blockfills deems necessary or desirable to evidence or to protect Blockfills' interest with respect to any Collateral. In-the-event that the Collateral is deemed acceptable to Blockfills ("Eligible Collateral") is at any time insufficient to satisfy User's indebtedness or other obligations to Blockfills, including obligations to provide Margin in accordance with the Margin Policies and Procedures hereof, User shall promptly pay upon demand the entire amount of such deficit.

#### **16. LIQUIDATION OF ACCOUNTS AND DEFICIT BALANCES**

In the event of: (a) a breach of the terms of this Agreement; (b) insufficient Margin, or Blockfills' determination that any Collateral deposited to protect User's Account is inadequate, regardless of current market quotations, to secure User's Account; (c) as required by this Agreement, the Digital Currency and CFD Addendum; or (d) any other circumstances or developments that Blockfills, in its sole discretion, deems appropriate for its protection, Blockfills may, in its sole discretion, take one or more, or any portion, of the following actions: (1) satisfy any obligation User may have to Blockfills (either directly or by way of guarantee) out of any of User's funds or property in the custody or control of Blockfills; (2) sell or purchase any or all Contracts, digital assets CFDs and any securities or other property held or carried for User; and (3) cancel any or all outstanding Orders, Contracts, Trades or other transactions or commitments made by or on behalf of User. Any of the above actions may be taken without demand for Margin or additional Margin, without prior notice of sale or purchase or other notice to the User, User's legal Representatives, heirs, executor, administrator, trustee, legatee, successors or assigns and regardless of whether the ownership interest is held individually or jointly with others. Any prior demand or notice of sale or purchase shall not be considered a waiver of Blockfills' right to sell or buy at any time in the future without demand or notices as provided above. In liquidation of User's Long Positions and Short Positions, Blockfills may in its sole discretion, offset in the same settlement of it may initiate new Long Positions or Short Positions in order to establish a spread or straddle that in Blockfills' sole judgment may be advisable to protect or reduce existing positions in the User's Account. Any sales or purchases may be made according to Blockfills' judgment and in its sole discretion in any interbank, Over-the-Counter or other exchange market where such business is then usually transacted or at a public auction or private sale, and Blockfills may purchase the whole or any part

thereof free from any right of redemption. In the event the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of User due to Blockfills, User shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of User, including, but not limited to, all costs of enforcement and collection, such as, but not limited to, attorney's fees, witness fees and travel expenses, interest on any such deficit and liabilities at a rate equal to three (3) percentage points above the then prevailing prime rate Blockfills' principal bank or the maximum interest rate allowed by law, whichever is lower. In the event Blockfills incurs expenses other than for the collection of deficits, with respect to the User's Account, User agrees to pay such expenses.

## **17. TRADE CONFIRMATIONS**

Trades executed online will be confirmed online at the time of the trade and trades entered into by telephone will be confirmed verbally during operating hours. Reports of the confirmation of Orders and statements of Accounts for Users shall be deemed correct and shall be conclusive and binding upon passage of thirty (30) minutes after execution of Order. User may object to confirmations solely by contacting Blockfills via telephone within the prescribed timeframe. Failure to object shall be deemed ratification by User of all actions taken by Blockfills or Blockfills' agents prior to User's receipt of such reports. User's failure to receive a trade confirmation shall not relieve User of the obligation to object as set herein. User agrees to immediately call to Blockfills' attention any oral information that User has reason to believe is inconsistent with User's own information.

## **18. COMMUNICATIONS**

Subject to applicable Law, any communications between Blockfills and User using electronic signatures will be binding to the same extent as if they were in writing. By entering into this Agreement User gives its consent to the receipt of communications by electronic means. Without limiting the generality of the foregoing reports, statements, notices and any other communications from Blockfills may be transmitted to User by mail to support@blockfills.com. All communications sent by Blockfills shall be deemed effective when sent by Blockfills by post or with another delivery service, or when received by a transmitting agent (such as an Internet service provider) for transmission to User, whether actually received by User or not. All communications sent by User shall not be deemed effective until accepted by Blockfills.

## **19. FORCE MAJEURE**

Blockfills or any of its companies shall be liable to User for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any events, actions or omissions, including, without limitation, claims, losses, damages, costs or expenses, including attorney's fees, resulting from civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), natural disasters, acts of God, market conditions, inability to communicate with any relevant Person or any delay, disruption, failure or malfunction of any transmission or communication system or computer facility, whether belonging to Blockfills, User, any market, or any settlement or clearing system.

## **20. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

User acknowledges and agrees that Blockfills is the sole owner (except to the extent owned by third-party licensors) of the Platform, the Data produced by and distributed by or through the Platform, and each component thereof, and all intellectual property and proprietary rights with respect thereto, including, without limitation, patent, copyright, trade secret, trademark and other proprietary rights, in and to the Platform and each component thereof, and to all modifications, including custom modifications, to the Platform and each component thereof, whether made by or with the assistance of User or any other Person, and any know-how, techniques, methodologies, equipment or processes used by Blockfills, the look and feel of the Platform and each component thereof, all software (front- and back-end), all registered trademarks, trademark applications, trademarks and service marks, trade names, URL registrations and all pricing information and other Data (collectively, the "IP Rights"). User shall not obtain any intellectual property rights in or to the IP Rights. User shall take all steps necessary to maintain the confidentiality of all documents and material provided by Blockfills, its Affiliates or third-party providers with respect to the Platform and each component thereof. User shall not (i) alter, maintain, enhance or otherwise modify the Platform; (ii) disassemble, decompile or reverse-engineer the Platform; nor (iii) otherwise take express action to discover the equivalent of the Platform. User acknowledges and agrees that Blockfills shall use

information regarding User's identity and use of the Platform in accordance with its stated privacy policy, as such policy may be amended from time to time by Blockfills in accordance with the terms thereof. Blockfills is the owner of the Aggregate Data and reserves the right to manipulate, use, license (to Affiliates of Blockfills and to other Persons) and sublicense the Aggregate Data, in its sole discretion. User acknowledges and agrees as part of receiving Blockfills' products and services in conjunction with access and use of the Platform User will receive and not disclose to any third party unless required by law information, either in written or verbal form, which is confidential and proprietary to Blockfills and/or its licensors which User will hold in strict confidence and not disclose to any third party unless required by law information, either in written or verbal form, which is confidential and proprietary to Blockfills and/or its licensors which User will hold in strict confidence and not disclose to any Person (other than User's employees and agents on a need to know basis). User will not publish, distribute, or otherwise make Confidential Information available to third parties any information derived from or relating to the Blockfills products and services, or Platform, which include but is not limited to, pricing, fee schedule(s), and commission ("Confidential Information"). User agrees to use the same standard of care the User uses to protect User's Confidential Information, but no less than a reasonable standard of care, to prevent unauthorized use, dissemination or publication of the Confidential Information. The duties in this section do not apply to Confidential Information that is: (i) lawfully within User's possession prior to this Agreement; (ii) voluntarily disclosed to User's by a third party so long as that party does not breach any obligation to not reveal such information; (iii) voluntarily disclosed to the public by Blockfills; or (iv) already generally known to the public.

## **21. DISCLAIMERS AND LIMITATION OF LIABILITY**

USER UNDERSTANDS AND AGREES THAT THE PLATFORM, ITS COMPONENTS, INTERFACES, ANY RELATED EQUIPMENT, ANY DOCUMENTATION, DATA AND OTHER MATERIALS AND THE EXISTING TECHNOLOGY ARE PROVIDED "AS IS". THE BLOCKFILLS PARTIES AND ANY THIRD-PARTY PROVIDERS SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND TO USER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 22 "INDEMNIFICATION" HEREOF) OR THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. THE BLOCKFILLS PARTIES AND ANY THIRD-PARTY PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THE PLATFORM OR AS TO THE RESULTS TO BE ATTAINED BY USER FROM ACCESS TO OR USE OF THE PLATFORM. THE BLOCKFILLS PARTIES AND ANY THIRD-PARTY PROVIDERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS RELATING TO ANY SOFTWARE, ANY TECHNOLOGY, ANY EQUIPMENT, THE PLATFORM, THE EXISTING TECHNOLOGY, DATA OR ANY OTHER INFORMATION, MATERIALS, CURRENCY OR THAT THE PLATFORM MEETS USER'S REQUIREMENTS OR SHALL BE UNINTERRUPTED, TIMELY, SECURE, COMPLETE, ACCURATE OR FREE FROM ERRORS OR DEFECTS. THE BLOCKFILLS PARTIES MAKE NO WARRANTIES AS TO THE LIFE OF ANY URL GENERATED OR PUBLISHED. USER ACKNOWLEDGES THAT CERTAIN SOFTWARE AND EQUIPMENT USED BY USER MAY NOT BE CAPABLE OF SUPPORTING CERTAIN FEATURES OF THE PLATFORM. USER HEREBY ACKNOWLEDGES THAT USER HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY THE BLOCKFILLS PARTIES AND ANY THIRD-PARTY PROVIDERS EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. NONE OF THE BLOCKFILLS PARTIES OR ANY THIRD-PARTY PROVIDERS RECOMMENDS, ENDORSES, ADVOCATES OR SPONSORS ANY OF THE DIGITAL CURRENCY PAIRS OR DIGITAL CURRENCY TRANSACTIONS APPEARING ON OR MADE THROUGH THE PLATFORM. USER ACKNOWLEDGES THE SUBSTANTIAL RISKS ASSOCIATED WITH DIGITAL CURRENCY MARKETS AND TRADING TRANSACTIONS. BLOCKFILLS IS NOT AN AUTHORISED FINANCIAL ADVISOR OR REPRESENTATIVE AND DOES NOT GIVE FINANCIAL, TAX, EMPLOYMENT, LEGAL OR INVESTMENT ADVICE. ANY PRICE INFORMATION, QUOTES, FORECASTS, RETURN ESTIMATES OR INDICATIONS OF PAST PERFORMANCE ARE FOR INFORMATION PURPOSES ONLY AND DO NOT GUARANTEE FUTURE PERFORMANCE AND DO NOT CONSTITUTE AN OFFER TO BUY OR SELL OR ANY SOLICITATION OF AN OFFER TO BUY OR SELL ANY CURRENCIES, CURRENCY PAIRS OR OTHER PROPERTY, NOR TO ENTER INTO ANY DIGITAL CURRENCY TRANSACTION. THE PLATFORM SHALL NOT SERVE AS THE PRIMARY BASIS FOR ANY OF THE USER'S INVESTMENT DECISIONS AND NONE OF THE BLOCKFILLS PARTIES SHALL BE DEEMED TO BE USER'S FINANCIAL ADVISOR OR FIDUCIARY. USER HEREBY ACKNOWLEDGES THAT ANY RELIANCE UPON ANY CONTENT OF THE PLATFORM SHALL BE AT USER'S SOLE AND EXCLUSIVE RISK.

**THE PARTIES HERETO ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES LEVIED BY THE PLATFORM, AND THAT, WERE THE BLOCKFILLS PARTIES TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.** USER UNDERSTANDS AND AGREES THAT THE BLOCKFILLS PARTIES SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOST DATA, LOSS OF USE OF THE PLATFORM, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS) SUFFERED BY USER, USER AFFILIATES AND ANY OTHER PERSON, EVEN IF ONE OR MORE BLOCKFILLS HAS OR HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT TO THE EXTENT SET FORTH IN SECTION 22(B) HEREOF, THE AGGREGATE LIABILITY OF THE BLOCKFILLS PARTIES FOR DAMAGES FOR ANY CAUSE WHATSOEVER RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE PLATFORM, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO \$25,000. THE BLOCKFILLS PARTIES SHALL HAVE NO LIABILITY TO USER IN CONNECTION WITH THE FAILURE BY ANY OTHER PERSON TO PERFORM ANY TRANSACTION EXECUTED VIA THE PLATFORM OR THE FAILURE OF ANY OTHER PERSON TO COMPLY WITH THE TRADING POLICIES AND PROCEDURES, THE MARGIN POLICIES AND PROCEDURES OR ITS AGREEMENTS WITH BLOCKFILLS REGARDING ACCESS TO OR USE OF THE ACCESS METHOD OR THE PLATFORM.

## **22. INDEMNIFICATION**

a. User agrees to defend, hold harmless and indemnify the Blockfills Parties from and against any loss, damage, cost or expense, including legal fees, incurred by any Blockfills Party which arises out of or relates to, directly or indirectly, (i) User's use of the Platform (a "Covered Proceeding"), (ii) User's failure to fully and timely perform any of User's obligations hereunder, (iii) any of User's representations and warranties made that may at any time be by untrue or incorrect and (iv) any failure or omission by a third party licensor and User's shall pay all costs incurred by and damages (including reasonable attorney's fees and disbursements) awarded against a Blockfills in connection therewith.

b. Blockfills agrees to defend, hold harmless and indemnify User from and against any claim, suit or proceeding brought by a Person other than an Affiliate of User to the extent that it is based on a claim that the Platform infringes any copyright or registered patent or trademark of such Person, and Blockfills shall pay all costs incurred by and damages (including reasonable attorney's fees and disbursements) finally awarded against the User, but shall not be responsible for any compromise or settlement made without its consent. Such indemnity, however, is specifically exclusive of any such claims which arise or result from (i) the misuse of the Platform by the User; (ii) alteration of the Platform by the User, provided that no infringement would have occurred absent such alteration; (iii) use of the Platform by User in combination with apparatus, hardware, software or services not provided, authorized or furnished by Blockfills, provided that no infringement would have occurred absent such combination; and (iv) use of the Platform by User in a manner that violates this Agreement, the Trading Policies and Procedures, the Margin Policies and Procedures or in a manner for which the Platform was neither designed or contemplated. User shall promptly notify Blockfills in writing of any claim, suit or proceeding in which Blockfills may have obligations under this subsection (b) provided, however, that User's failure to provide prompt written notice hereunder shall excuse Blockfills only to the extent that it is prejudiced thereby. User shall cooperate with Blockfills with regard to the defense of any suit or threatened suit. Blockfills shall have full control of any such claim, proceeding or suit and the authority to settle or otherwise dispose of any such suit or threatened suit, and to appeal any adverse judgment, which may be entered. Upon written notice of a claim that the Platform is infringing a third party's intellectual property rights, Blockfills may, but is not obligated to (i) modify or replace the Platform to make it non-infringing; (ii) procure any rights from any Person necessary to offer the Platform; or (iii) terminate providing the Platform, in each case in full satisfaction of its obligations pursuant to this subsection.

## **23. DISCLOSURE OF USER INFORMATION**

By opening an Account with Blockfills and by placing Orders with Blockfills and entering into transactions User acknowledges that it may be providing personal information (possibly including sensitive Data) to Blockfills, and User consents to the processing of that information by Blockfills for the purposes of performing its obligations under this Agreement and administering the relationship with User including the disclosure of the information to Affiliates. Data may be transferred to, and stored and processed in countries, which do not offer "adequate protection" for any purpose related to the operation of the User's Account. Such purposes include the processing of instructions and generation of confirmations, the operation of control systems, the operation of management information systems and allowing staff of any of Blockfills' Affiliates who share responsibility for managing the User's relationship from other offices to view

information about the User Blockfills will not share or sell information regarding its and/or prospective users, except to its employees, agents, partners, and associates as required in the ordinary course of Blockfills' business conducted on behalf of customers, including but not limited to, Blockfills' banking or credit relationships in accordance with Blockfills' privacy policy, which may be found by going to [www.blockfills.com](http://www.blockfills.com). Blockfills may also disclose to competent regulatory authorities and law enforcement authorities any information regarding the User and User's transactions in response to a request for such information or in response to a court order or subpoena. User is entitled to ask Blockfills for details of the personal information that Blockfills may hold about User, the purpose for which they are being or are to be processed, and the recipients to whom such information is or may be disclosed.

#### **24. AMENDMENTS**

User understands, acknowledges and agrees that Blockfills may amend or change this Agreement at any time by Blockfills with the revised terms of the Agreement taking effect from the date of publication, unless otherwise specified by either 1.) publishing the revised terms of this Agreement on its website, or 2.) by sending an email message to User. User's continued use of the Platform shall be deemed to constitute acceptance of any such revised terms of this Agreement. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Blockfills or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable.

#### **25. TERMINATION**

This Agreement shall continue and be in effect until termination by User or Blockfills. User may terminate this Agreement if: (i) User has no Open Positions and no liabilities held by or owed to Blockfills; and (ii) User has provided written notice to Blockfills by email to [support@blockfills.com](mailto:support@blockfills.com); and (iii) Blockfills has accepted the notice as provided in Section 18 hereof.. Blockfills may, in its sole discretion, terminate this Agreement at any time, effective immediately. Termination by either party shall not affect any Contracts or other transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve User of any obligations arising out of any deficit balance.

#### **26. ENTIRE AGREEMENT**

This Agreement together with the User Account Application embodies the entire agreement between Blockfills and the User, superseding any and all prior written and oral agreements.

#### **27. RECORDINGS**

User acknowledges and agrees that any and all conversations between User and Blockfills principals, agents, employees or associates, including customer service and operations desks may, at the option and in the sole discretion of Blockfills, be recorded electronically with or without the use of an automatic tone warning device. User further agrees to the use of such recordings and transcripts thereof as evidence by Blockfills in connection with any dispute or preceding that may arise involving User or Blockfills.

#### **28. BINDING EFFECT**

This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of User at any time opened or reopened with Blockfills, irrespective of any change or changes at any time in the personnel of Blockfills or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of Blockfills and its successors and assigns, whether by merger, consolidation, or otherwise and shall be binding upon User and/or the personal Representatives, heirs, executor, administrator, trustee, legatees, legal representative, successors and assigns of User.

#### **29. GOVERNING LAW**

An Order, or transaction, which is subject to the rules of a market or exchange, shall be governed by the law applicable to it under those rules. Subject to the immediately preceding sentence, this Agreement and all Orders and Transactions will be governed by and construed in accordance with Cayman Island Law.

#### **30. JURISDICTION**

Each of the parties irrevocably:

- i. Agrees that the courts of the Cayman Islands will have jurisdiction to settle any Proceedings and submits to the jurisdiction of such courts (provided that this will not prevent us from bringing any proceedings against you in the courts of any other jurisdiction); and
- ii. Waives any objection, which it may have at any time to the laying of venue in respect of any Proceeding brought in any such court and agrees not to claim that such Proceeding has been brought in an inconvenient forum or that such court does not have jurisdiction over it.

### **31. ACCEPTANCE**

This Agreement shall not be deemed to be accepted by Blockfills or become a binding contract between User and Blockfills until the signed User Account Application has been received and approved by Blockfills. In the event that there are any unauthorized alterations or deletions to this Agreement or related documents such alteration and deletions shall not be binding on Blockfills and said original forms shall govern Account.

### **32. AUTHORIZATION TO TRANSFER FUNDS**

User hereby agrees that Blockfills may at any time and from time to time, in the sole discretion of Blockfills, apply and transfer from any of User's Accounts with Blockfills to any of User's other accounts, whether held at Blockfills or other approved financial institutions, any of the Contracts, currencies, securities or other property of User held either individually or jointly with others to another account.

### **33. SURVIVAL OF CERTAIN SECTIONS**

Sections 9, 13, 20, 21, 22(a), 22(b), 24, 25, 33, 34, 35 and 36 hereof shall survive the expiration, termination, and/or completion of this Agreement.

### **34. ASSIGNMENT**

User shall not assign this Agreement in any manner without the prior written consent of Blockfills, and any attempted assignment in violation of this section 34 shall be null and void. Blockfills may assign this Agreement to another Person in connection with the transfer of all or part of Blockfills' assets or business to an Affiliate of Blockfills or to a third party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and legal Representatives. This Agreement shall be for the sole benefit of the parties to this Agreement and their respective successors, permitted assigns and legal Representatives and is not intended, nor shall it be construed, to give any other Person (other than the parties hereto), any legal or equitable right, remedy or claim hereunder.

### **35. INDEPENDENT CONTRACTORS**

The parties to this Agreement are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

### **36. SEVERABILITY**

The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

### **37. INJUNCTIVE RELIEF**

In the event of a violation or threatened violation by User of sections 6, 7, 12, 13 or 20 hereof, or the violation or threatened violation by User of the IP Rights, Blockfills shall have the right, in addition to such other remedies as may be available pursuant to law or this Agreement, to injunctive (including preliminary and permanent injunctions and temporary restraining orders) or declaratory relief enjoining such act or threatened act. User acknowledges that legal remedies for such violation or threatened violation are inadequate.

### **38. TITLES AND HEADINGS**

The headings and table of contents in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

### **Authorization to Transfer Funds**

User hereby agrees that Blockfills may, at any time and from time to time, in the sole discretion of Blockfills, apply and transfer from any of User's Accounts with Blockfills to any of User's other accounts, whether held at Blockfills or other approved financial institutions, any of the Contracts, currencies, securities or other property of User held either individually or jointly with others to another account.

User authorizes Blockfills to pass on or transfer and Margin held or received as Client Money to an exchange, clearing house, clearing broker or an intermediary broker, and allow such Persons to hold and control that Margin in a segregated account, where Blockfills transfers that Client Money (a) for the purposes of a transaction for the User through or with that Person; or (b) to meet User's obligations to provide Collateral for a transaction where User's account consists of more than once Account, this authorization shall apply to all of User's Accounts with Blockfills. This Agreement to transfer Collateral shall remain in effect so long as the User's Account with Blockfills remains open or User has any obligations of any kind to Blockfills, under the Client Agreement.

**THIS IS A LEGALLY BINDING CONTRACT.**

**DO NOT TRADE UNTIL YOU HAVE CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETED THE USER ACCOUNT APPLICATION.**

**You acknowledge that you have carefully read, in its entirety, and understood the User Agreement, Authorization to Transfer Funds, Digital Currency and CFD Risk Disclosure Addendum, and that you agree to all of the provisions contained therein.**

**Blockfills is not responsible for any information that was incorrectly disclosed to us. All changes must be promptly reported to us. You authorize Blockfills verify the veracity and accuracy of the information you provided which may include a background review of matters regulatory, civil and/or criminal in nature. You hereby release Blockfills from any and all liability of whatever kind and nature, which, at any time, could result from reviewing information and making a decision to extend its services to you. By signing below, you attest that as long as the account with Blockfills is active, the corporate entity will remain active in the jurisdiction in which it was formed.**

## **Digital Currency and CFD Risk Disclosure Statement**

In consideration of Blockfills agreeing to act as a matched, riskless principal to User, User acknowledges, understands and agrees that:

### **1. Trading Is Very Speculative and Risky**

Digital Asset, spot digital currency trading and CFD trading is highly speculative and is suitable only for those users who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of margin or deposits. Trading is not an appropriate investment for retirement funds. User represents, warrants and agrees that User understands these risks; that User is willing and able, financially and otherwise, to assume the risks of Digital Currency Trading, and CFD Trading and that loss of a Customer's entire Account Balance will not change the Customer's lifestyle.

### **2. Use of Leverage And Low Margin Can Lead To Quick Losses**

If you use leverage, the high leverage and low Margin associated with Digital Currency Trading, and CFD Trading can result in significant losses due to price changes in Digital Currency Contracts, and cross digital contracts. Customers must maintain the Minimum Margin Requirement on their Open Positions at all times. It is the User's responsibility to monitor his/her Account Balance. Blockfills has the right to liquidate any or all Open Positions as described in the User Agreement and Margin Policies and Procedures. Increasing leverage increases risk.

### **3. Prices, Margin And Valuations Are Set By Blockfills And May Be Different From Prices Reported Elsewhere**

Blockfills will provide prices to be used in trading, valuation of User positions and determination of Margin Requirements. Although Blockfills expects that these prices will be reasonably related to prices available in the exchange markets, prices reported by Blockfills may vary from prices available to exchanges and other participant. Blockfills will exercise considerable discretion in setting and collecting margin. Blockfills is authorized to convert funds in User's Account for margin into and from such Foreign Currency or Digital Currency at a rate of exchange determined Blockfills at its sole discretion on the basis of then-prevailing money market rates.

### **4. Trading And Execution**

The Platform or platforms may contain features that are different from other trading systems. User should become familiar with the order entry process before using the Platform.

### **5. User Makes Independent Decisions. Blockfills Is Not An Adviser Or A Fiduciary**

Each decision by User to enter into a Contract or other transaction with Blockfills and each decision whether a Contract or other transaction is appropriate or proper for Customer is an independent decision by User. Blockfills is not acting as an advisor or serving as a fiduciary to User. User agrees that Blockfills has no fiduciary duty to User and no liability in connection with and is not responsible for any liabilities, claim, damages, costs and expenses, including attorney's fees incurred in connection with the User's use of the Platform.

### **6. There is no Central Market or Clearinghouse Guarantee of Payment**

Each Contract is a Contract directly between Blockfills and the User. There is no clearinghouse and no guarantee by any party of the User's payment obligations. User must look only to Blockfills for performance on all Contracts in User's Account for return of any margin or Collateral.

### **7. No Guarantees Of Profit**

There are no guarantees of profit or freedom from loss. Customer has received no such guarantees from Blockfills or from any of its Representatives. Customer is aware of the risks inherent in executing transactions



## DIGITAL CURRENCY AND CFD ADDENDUM

### 1. INTRODUCTION

Blockfills' Digital Currency and CFDs Addendum is an integral part of the Blockfills Client Agreement and applies to all of a User's transactions. It is the User's responsibility to carefully read this Addendum and to inform Blockfills of any questions or objections that User may have regarding them before entering each and every Order. In entering Orders on the Platform, User agrees, represents, warrants and certifies that User understands and accepts the terms and conditions of this addendum, as they are set forth here and as may be amended from time to time by Blockfills, in its sole discretion, and User agrees to comply with this Digital Currency and CFD Addendum as currently in effect at any time.

### 2. TRADING HOURS

All references to Blockfills hours of trading are using a 24-hour day from 5:30 pm ET (New York time) on Sunday to 5:30 pm ET (New York time) on Friday. Blockfills reserves the right to suspend or modify its trading hours at any time and on such an event will inform clients in advance on a best efforts basis of any changes in its operating hours. Following submission of an Order to trade, it is the sole responsibility of User to remain available for Order and Fill confirmations, and other communications regarding User's Blockfills account until all open Orders are completed.

### 3. ENTERING ORDERS

A User may enter a new Order using the **New Order** function of the Trading Interface. Each new Order will indicate the desired Digital Currency Pair, the side (buy or sell), the desired amount, an optional **Limit Price**, an optional **Stop Price**, and additional options which may include the following:

- **Good Til Cancel (GTC):** Order will stay on the book at the specified limit price until filled or cancelled.
- **Immediate or Cancel (IOC):** Order is filled immediately by taking prices already "on the book" up to and including the specified limit price or cancelled. Using this option, no bid or offer is left on the book and as such, the Order may be partially filled.
- **Fill or Kill (FOK):** Order is filled immediately and completely, or not at all.
- **Market Order:** Order is filled immediately at any price. No Limit Price applies.
- **Minimum Match Size:** Order will only be matched in amounts larger than some specified amount of the Base Currency.
- **All Or Nothing (AON):** Order will only be filled for the entire desired amount; there will be no partial fills.
- **External Routing Not Allowed:** Order will only be matched against other Orders or Firm Feeds, and not against External Feeds.
- **Expiration Time:** Any unfilled part of the Order is cancelled automatically by the Platform at that time.
- **Kill-On-Disconnect:** Order will be automatically cancelled upon disconnect (intentional or unintentional) as described in section 5 below.
- **Survives-After-Disconnect:** Order remains active after disconnect (intentional or unintentional).

### 4. MODIFYING ORDERS

A User may use the **Modify Order** function of the Trading Interface to modify an Order without cancelling it. If the size is reduced but all other properties of the Order are unchanged, then the modified Order remains in the same place in the Order queue. If the size is increased or the price is changed, then the modified Order is assigned a new timestamp and placed at the back of the Order queue.

## 5. CANCELLING ORDERS

A User must use the **Cancel Bid**, **Cancel Offer**, or **Cancel All** functions of the Trading Interface to cancel the unfilled part of an Order.

An Order, which has already been completely filled, may not be cancelled. If an Order has been partially filled, only the remaining unfilled amount may be cancelled.

The unfilled part of an Order is considered cancelled when the instruction to cancel has been recorded to the database employed by the Trading Platform. At this time (the "Order Cancellation Time") an indication of successful or unsuccessful cancellation is sent immediately to the User's Trading Interface. Software and communications delays are unpredictable, specifically (1) between the Cancel function keystroke or mouse-click and the Order Cancellation Time, and (2) between the Order Cancellation Time and the display of confirmation on the User's Trading Interface.

If a User terminates the Session intentionally using the **File**  **Exit** function, then all of the User's Orders marked for **Kill-On-Disconnect** are cancelled. If a User's session terminates unexpectedly or is experiencing significant lag times, active Orders from that session are marked for **Kill-On-Disconnect** are cancelled at the instant that the Trading Platform records to its database that the Session is disconnected or lagged. Note: The User will have to manually re-enter these Orders when the next Session commences. Communications-related disconnects are unpredictable, and the User must be prepared for the possibility that Orders may be killed by disconnects.

## 6. CUSTOMER ACCOUNTS; INITIAL DEPOSITS; DEMO TRADING SYSTEMS

### 6.1 Documents

Before User can place an Order with Blockfills, User must complete the Onboarding Account Application and read the Client Agreement herein. User must deposit sufficient funds in the User's Account, the User Account Client Application must be approved by Blockfills, and the deposited funds must have cleared the banking system or applicable digital wallet. Also, Blockfills must accept the User Account Application before Blockfills will permit User to trade in User's Account. User will be notified by e-mail when the User Account Application has been approved. Blockfills may, in its sole discretion, initially accept a fax and/or e-mail copy of the signed User Account Application and may permit one or more trades if User has deposited sufficient funds into the Account.

### 6.2 Currency for Rendering Accounts

All initial deposits to User Accounts will be accepted in your Account Currency, and, unless settlement and delivery of a Digital or Foreign Currency have taken place, all Account Balances will be computed and reported in your Account Currency only.

### 6.3 Recognition of Deposits

No deposit shall be recognized until the wire has been fully cleared and collected by Blockfills' bank or depository institution. You will be notified via email once your funds have been received by Blockfills, posted to User's Account and are available for trading.

### 6.4 Calculation of Gains and Losses

Subject to adding or deducting amounts in relation to the Digital, Fiat Spot trade concerned in accordance with this clause and to relevant adjustments when you close a Digital, Fiat Spot trade, gains and losses are calculated as follows:

- Amount of Account Currency on closing multiplied by (difference between Blockfills currency exchange rate at the opening of trade concerned and Blockfills' currency exchange rate on closure of the trade concerned);
- Less all amounts payable by you to us in relation to that trade, such as commission.

If you wish to calculate whether any particular open trade is in gain or loss at any given time, you can do so with the details provided in this clause, but using the relevant Marked to Market price as the closing Deal Price.

The following apply in relation to gains and losses;

- Gains on closed positions will be credited to your Cash; and
- Losses on closed positions will be debited from you Cash.

All amounts payable by to us will be deducted from your Cash. Likewise, we can credit to your Cash any amounts we owe you or any adjustments to which you are entitled. Gains and losses on Open Positions will not be credited to or debited from your Cash. Marked to Market gains and losses are taken into account in the calculation of Margin and in assessing whether will close trades. It is your own best interest to make you know how to calculate gains and losses and what amounts will be added or deducted in relation to your trades. All the information you need is available in the Platform. If you are in doubt, please contact our Customer Services Team.

## 6.5 Payments of Gains and Losses

We can retain:

- Any amount you owe us in respect of the Account e.g. realized losses, Initial Margin and Variation Margin;
- Amounts to cover Marked to Market losses;
- Any unrealized Gains/Losses
- Any other amounts you owe us under the User Agreement;
- Any and all amounts on your Account pending receipt by us of the originals of any Account opening documentation (including in relation to money laundering regulations), if you only supplied us with copies when we opened your Account;
- Any gains you made through the use of arbitrage or price latency;
- Any amount you owe us in relation to any other Account(s) you have with us or on any other grounds;

We will retain the amounts referred to in this clause. If you have positive Cash (in excess of the amounts referred to in this clause, we will make that excess positive Cash available for withdrawal and the amount payable will be sent on request in your Account Currency. Please note that any gains, which are part of Unrealized Gains and Losses will not be paid to you.

If you have negative cash, that negative sum is due and payable by you to Blockfills immediately.

## 6.6 General Payment Terms

The following applies to all payments by you to Blockfills:

- All payments must be made in your Account Currency. If you pay us in any other currency, we can charge you the cost of conversion into that Account Currency;
- You will only be credited for the net amount received after all deductions, for example, bank charges an any other costs of transfer;
- If you send payments by check, we will not credit your Account with the payment.
- We do not accept checks;
- In the case of payment of Margin, we only accept payment by telegraphic transfer, debit card or any other method of immediate electronic transfer acceptable to us;
- We do not accept payments in cash;
- We can charge interest on late payments.

## 7. SETTLEMENT DATE; ROLLOVERS; DELIVERY

**7.1** Open net-based spot Contracts roll-over on a daily basis at 17:00 (5:30 p.m.) ET.

**7.2** Net based spot Contracts roll-over as follows:

- A new net-based spot Contracts is opened (in the same market, at the same time that the original net-based spot Contract is closed), at the relevant Price applicable to net based spot Contract.

- Blockfills uses the Tom/Next swap rate as the benchmark for these roll-overs and therefore any opening net-based spot Contract (i.e. as per the 2<sup>nd</sup> bullet point above) struck after 17:00 hours (5:30 p.m.) ET on any of our trading days (for the relevant market) will be subject to a new Value Date.

**7.3** No commission is charged on the roll-over of a net-based spot Contract.

**7.4** We can refuse to roll-over a net-based spot Contract if:

- The funds in your account are insufficient to enable that trade to roll-over.
- For any other reason we are entitled to refuse to open a Contract for you.

If we do refuse to roll-over a net based spot Contract, we will close that trade at the time referred to in clause 7.1 and at the relevant Deal Price.

## **8. MARGIN REQUIREMENTS**

User shall provide and maintain with Blockfills margin in such amounts and in such form as Blockfills, in its sole discretion may require. Blockfills does not require User to pay the full price of the Contract or trade. User is required to post a percentage of the full amount, which User is obligated to pay to Blockfills to secure User's obligations to Blockfills. Blockfills will notify User of such initial amount and such amount is subject to change at any time in Blockfills' sole discretion and without prior notice. User agrees to accept the Max Net Open Position and Max Net Open Position Close as determined by Blockfills in its sole discretion and may not exceed such parameters at any point in time. User has sole obligation to ensure that User's Available Equity is sufficient to initiate and maintain any Open Position(s).

## **9. Markets**

User can only engage in trading on the markets Blockfills makes available; Blockfills can change those markets at any time.

## **10. Collateral**

If User deposits Collateral with Blockfills, Blockfills will agree with User in writing how that Collateral will be dealt with.

## **11. Charges**

Blockfills' terms and conditions set out all charges User has to pay. When amounts are charged as a percentage (for example, Initial Margin) it will normally be as a percentage of the total contract value (e.g. stake size multiplied by current price). Note also that Charges may take the form of an additional spread or commission.

## **12. Volatility**

The markets Blockfills offers (and Blockfills prices) are derived from related underlying Contracts and liquidity is received from counterparties. Blockfills has no control over movements in the underlying markets; movements in the underlying Contracts may be volatile and unpredictable. Those movements will affect the prices, whether or not User can open and close a trade and the price at which User can do so.

Under certain trading conditions it may be difficult or impossible to close an Open Position. This may occur, for example, if the price of the underlying rises or falls in one trading session to such an extent that under the rules of the relevant exchange trading is suspended or restricted.

## APPENDIX C

### BLOCKFILLS SUMMARY ORDER EXECUTION POLICY

Defined terms used in this Policy have the same meaning given in the Client Agreement

#### Best Execution

Blockfills deals with clients as agent and acts on User's behalf as User's agent. Blockfills takes all reasonable steps to obtain, firm price quotes for execution, as further described below (and subject to Order Execution Risks also noted below), to achieve the best possible result for User taking into account the total consideration payable (excluding Blockfills' charges), representing the price of the financial instrument and the costs related to execution. Nevertheless, whenever there is a specific instruction from User Blockfills shall execute the Order following the specific instruction. The Blockfills execution policy does not, however, guarantee that execution at quoted prices (after deducting charges which may be included in the quoted price) will always be execution at a price which is as good as, or better than, one which might have been available elsewhere.

#### Execution as Matched Agent & Charges

Blockfills will deal with User as a matched agent unless it informs you otherwise and therefore User's Orders are executed with Blockfills. However, Blockfills acts as agent on behalf of User and as a matched agent executes a corresponding transaction with a third party to achieve the best execution results on User's behalf. The charges of Blockfills may be incorporated as a mark-up or mark-down (the difference between the price at which it takes a principal position and the transaction execution price with User). Blockfills may alternatively agree to charge a commission or a combination of commission and mark-up or mark-down. The charges of Blockfills are not taken into account in determining best execution prices.

#### Execution Venue

#### Digital Currencies

Blockfills price quotes are generally derived from prices provided to its Platform-by-Platform users including selected top tier global providers in the wholesale digital currency markets which Blockfills believes will provide the best available prices to User on a consistent basis.

#### Closed Markets

**Blockfills services are offered 23.5 hours daily on business days. Full details of trading hours are published on the Blockfills website.**

Gapping, as described below, can occur when the market is not trading over the weekend with the result that on re-opening of the market price of the relevant digital Currency Pair can be markedly different from the closing price, with no opportunity for User to close its trade before the market re- opens.

#### Order Execution Risks

#### Slippage

Blockfills takes reasonable steps so that execution of quoted prices will obtain the best possible



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “Agreement”), dated as of December 12, 2025, by and between Reliz Technology Group Holdings Inc. (“Blockfills”), a Delaware corporation, and its subsidiaries and affiliates, and 1548199 Alberta Ltd, a Alberta Corporation located at 21149 Township Road 524 Strathcona County, Alberta, (each a “Party” and collectively, the “Parties”).

1. Disclosure. The Parties may disclose or furnish to each other certain information which is considered confidential or proprietary in nature during the course of the Business Relationship, as defined below.

2. Business Relationship. “Business Relationship” means any discussions between the Parties concerning potential business transactions and any resulting business relationships between the Parties.

3. Confidential Information. Each Party agrees to treat as strictly confidential in accordance with the provisions of this Agreement any information owned or disclosed by or on behalf of a Party or any of its affiliates (the “Disclosing Party”) whether disclosed or furnished before or after the date of this Agreement (a) that is marked as confidential or proprietary; (b) that is otherwise confirmed to be confidential or proprietary; or (c) that the Party or its affiliate receiving the information (the “Receiving Party”) should reasonably believe to be confidential based upon the nature of the disclosure and the circumstances thereof, including, but not limited to, the Disclosing Party’s financial statements, operations, company organization, portfolio and position level information, data, formulas and related concepts, business plans (both current and under development), profit and loss statements, development programs, costs, revenues, trading, investments, credit and financial data, financing methods, spreadsheets, trade secrets, research, know-how, specifications, drawings, sketches, models, samples, data, technology, computer programs, documentation, software, computer systems, source code, object code methodologies, product development, distribution plans, contractual arrangements, the business and affairs of the Disclosing Party or any other information which is to be treated as confidential because of any duty of confidentiality owed by the Disclosing Party to a third party, which in each case is not publicly available and can be communicated by any means whatsoever, including without limitation oral, graphic, machine-readable, visual, written and electronic transmission, prepared by or disclosed to the Receiving Party or its Representatives (as defined below), affiliates and subsidiaries or advisors (such information being referred to as the “Confidential Information”).

4. Exceptions. As used in this Agreement, the term Confidential Information does not include any information which (i) is already in the Receiving Party’s possession (except for such information heretofore provided to the Receiving Party in connection with or in contemplation of the Business Relationship), provided that such information is not subject to a confidentiality agreement or other obligation of secrecy; (ii) is or becomes generally available to the public other than by a breach of any obligation of confidentiality; (iii) is disclosed to the Receiving Party or its Representatives by a third party, provided that such third party is not bound by a confidentiality agreement with or other obligation of secrecy to another party with respect to such information; or (iv) is independently developed by Receiving Party or its Representatives without access to or reliance on such information.

5. Restrictions on Use and Disclosure. Each Party agrees that the Confidential Information is of a proprietary and confidential nature and that damage to the Disclosing Party could result if it is disclosed to any additional party. Each Party hereby agrees that the Confidential Information will be used solely in connection with the Business Relationship. The Receiving Party agrees that, except as required by law, the Confidential Information will be kept confidential by the Receiving Party and its Representatives and will not be disclosed in any manner whatsoever, except that the Receiving Party may disclose all or portions of the Confidential Information to its directors, officers, employees, agents, affiliates, legal, accounting and financial representatives and advisors (collectively, the “Representatives”) who need to know such information in connection with the Business Relationship. The Receiving Party shall exercise reasonable precautions to prevent any unauthorized access, use or disclosure of the Confidential Information, inform its Representatives of the confidential nature of the Confidential Information and direct its Representatives to treat such information confidentially and otherwise to comply with the terms of this Agreement. In any event, the Receiving Party will be responsible for any act or omission of its Representatives that would be a breach of this Agreement if by Receiving Party.

6. No Disclosure of Negotiations, etc. Except as required to be disclosed or delivered to any court, governmental agency or regulatory authority, agency or instrumentality, or as required to be disclosed or delivered in connection with any legal proceeding or pursuant to any subpoena or regulatory or administrative examination, investigation or review, or as otherwise required to be disclosed or delivered by applicable law then in effect, the Receiving Party will not, and will direct its Representatives not to, disclose to any person either the fact that any investigations, discussions or negotiations are taking place between the Parties or that the Parties have requested or received Confidential Information, or any of the terms, conditions or other facts in respect of the Business Relationship, including the status thereof. The term “person” as used in this Agreement shall be interpreted broadly to include, without limitation, any corporation, company, partnership, entity, joint venture or individual.

7. Term. This Agreement may be terminated by either Party upon three days prior written notice to the other Party; provided, however, that notwithstanding any termination hereof, the Parties obligations under this Agreement shall remain in full force and effect with respect to Confidential Information for two (2) years after the effective date of such termination.

8. Disclosures pursuant to Legal Process. If the Receiving Party or its Representatives are requested or required (by oral questions, interrogatories, request for information or documents, subpoena, or similar process in any judicial proceeding) to disclose any Confidential Information, or any other material containing or reflecting information in the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information which the Receiving Party is advised by counsel is legally required and to exercise its best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information. Subject to the foregoing, the Disclosing Party’s failure or inability to obtain a protective order or other remedy as contemplated herein shall not prohibit or prevent the Receiving Party or its affiliates from complying with the required disclosure of such information (or any portion thereof).

9. Return of Confidential Information. In the event that a Party decides not to pursue or to end the Business Relationship, it will promptly inform the other Party of that decision. In that case, or at any time upon the Disclosing Party's request, the Receiving Party shall promptly destroy or return to the Disclosing Party all written Confidential Information and will not retain any copies, extracts or other reproductions in whole or in part of such Confidential Information, subject to any applicable record retention requirements, and the Receiving Party will give assurances in a form reasonably acceptable to the Disclosing Party that no additional copies remain in the Receiving Party's or any of its Representatives' possession or under the Receiving Party's or its Representatives' control or, through the Receiving Party, in the possession of third parties; provided that the foregoing obligation shall not apply to (i) any Confidential Information required to be retained pursuant to an applicable legal requirement or Receiving Party's bona fides document retention policies or (ii) electronic copies of Confidential Information created pursuant to automatic archival or backup processes where the destruction of such copies is not reasonably practicable. In addition, all writings prepared by the Receiving Party or its Representatives based on the information in the Confidential Information shall be held by the Receiving Party and its Representatives in strict confidence in accordance with the terms of this Agreement.

10. No Licenses, Representation or Warranty. The Parties understand and acknowledge that neither Party nor its respective Representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and that neither Party nor its respective Representatives shall have any liability to the other Party or any other person resulting from reliance on the Confidential Information. All of the Disclosing Party's rights in and to its Confidential Information remain the exclusive property of the Disclosing Party. Neither this Agreement, nor any disclosure of Confidential Information hereunder grants to the Receiving Party any right or license under any copyright, patent, mask work, trade secret or other intellectual property right, except solely for the use expressly permitted herein.

11. Equitable Relief. The Parties understand and agree that money damages would not be an adequate remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to seek equitable relief, including injunction, if the Receiving Party or its Representatives breach or threatens to breach any provision of this Agreement. The Receiving Party waives any requirement for the posting of a bond in connection therewith. Such remedies shall not be deemed to be the exclusive remedies for a breach or threatened breach of this Agreement but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

12. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflicts of law principles. The Parties consent to be subject to the laws of the State of Delaware and agree that all disputes arising under or relating to this Agreement shall only be brought in the federal and state courts located in Delaware.

13. Validity and Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

14. Binding Effect. This Agreement shall bind and inure to the benefit of and, be enforceable by, the Parties and their respective successors and permitted assigns. This Agreement will not be assigned by either party without the prior written consent of the other, not to be unreasonably withheld; provided that without notice or consent this Agreement may be assigned to a successor of such party by purchase, merger, or consolidation.

15. Amendments. This Agreement shall not be amended except by a writing signed by both Parties hereto.

16. Waiver. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements and understandings regarding the subject matter hereof.

18. Headings. Section headings are for the convenience of the Parties hereto and are not intended to be a part of or to affect the meaning or interpretation hereof.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

By: Ross Kleiman

**Name:** Ross Kleiman

**Title:** General Counsel

**Company:** Reliz Technology Group Holdings Inc

Email for Notices: notices@blockfills.com

By: Robert J Bertram

**Name:** Robert Bertram

**Title:** President

**Company:** 1548199 Alberta Ltd

Email for Notices: rbertram2@me.com

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Title	BlockFills NDA
File name	Reliz_Technology_...DA_-_Bertram.docx
Document ID	f440845dd7f804f87de8ebc9f71f54056af49d10
Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History

 SENT	<b>12 / 12 / 2025</b> 17:38:28 UTC	Sent for signature to Me (ross.kleiman@blockfills.com) and Robert Bertram (rbertram2@me.com) from ross.kleiman@blockfills.com IP: 216.80.94.11
 VIEWED	<b>12 / 12 / 2025</b> 17:38:33 UTC	Viewed by Me (ross.kleiman@blockfills.com) IP: 216.80.94.11
 SIGNED	<b>12 / 12 / 2025</b> 17:39:10 UTC	Signed by Me (ross.kleiman@blockfills.com) IP: 216.80.94.11
 VIEWED	<b>12 / 12 / 2025</b> 17:51:59 UTC	Viewed by Robert Bertram (rbertram2@me.com) IP: 104.28.116.14
 SENT	<b>12 / 12 / 2025</b> 20:03:19 UTC	A new document has been created based off of an existing document with ID f440845dd7f804f87de8ebc9f71f54056af49d10 IP: 216.80.94.11

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Title	BlockFills NDA
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Document ID	f440845dd7f804f87de8ebc9f71f54056af49d10
Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History

**12 / 12 / 2025**  
20:03:19 UTCEdited by Ross Kleiman (ross.kleiman@blockfills.com)  
IP: 216.80.94.11**12 / 12 / 2025**  
20:03:20 UTCSignature request resent by Ross Kleiman  
(ross.kleiman@blockfills.com)  
IP: 216.80.94.11**12 / 12 / 2025**  
20:04:12 UTCSigned by Me (ross.kleiman@blockfills.com)  
IP: 216.80.94.11**12 / 12 / 2025**  
22:39:06 UTCSigned by Robert Bertram (rbertram2@me.com)  
IP: 86.104.20.217**12 / 12 / 2025**  
22:39:06 UTC

The document has been completed.

UPDATES

# BLOCKFILLS 2025 YEAR IN REVIEW

## Happy New Year from Team BlockFills!

2025 was another great year for our team as it was filled with many exciting updates spanning from a full brand refresh to announcing new partnerships and introducing novelty trading products!

As we continue to evolve in tandem with the digital assets market, BlockFills has undergone internal transformations to provide the best possible resources, services, and trading opportunities to our clients and partners.

In this regard, BlockFills is excited to officially welcome our Interim CEO, **Joe Perry**, to the team. We look forward to entering this new era of digital assets alongside Joe, who has served on BlockFills' Board of Directors since 2019 and has a deep history with traditional and digital asset markets, and financial technology.

We are also grateful to you, our partners and clients, for your continued time, trust, and support. **We look forward to an exciting and prosperous 2026 with you!**

### 2025 Highlights:

#### Global Expansion

- BlockFills is thrilled to have opened our LATAM office earlier this year as well as welcomed our Brazilian based team:
  - [Ray Nasser](#), Head of LATAM
  - [Pedro Rios](#), Head of OTC Trading
  - [Frederic Kichenbrand](#), Operations Controller
  - [Jorge Fantoni](#), OTC Trading

#### This year, BlockFills transacted \$61.1B+ in volume this year, up 28% from 2024

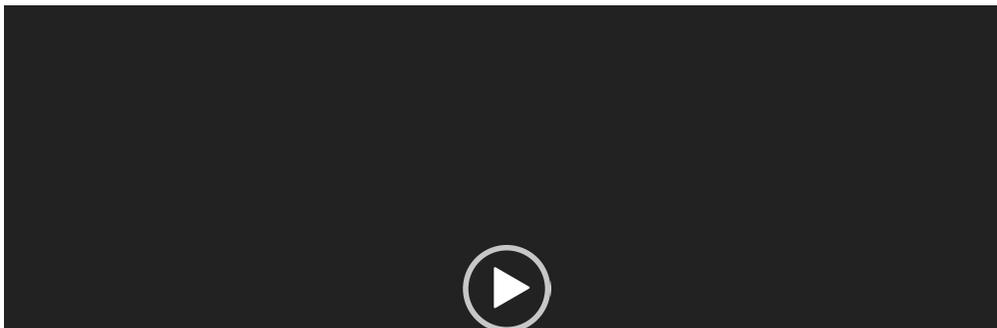
- \$17.9B+ [across spot trading](#)
- \$40.8B+ [across derivatives\\* trading](#)

\*Derivative Products available to Qualified Counterparties Only. For US Persons, client is an Eligible Contract Participant ("ECP") as defined in Section 1a(18) of the Commodity Exchange Act and related guidance. Non-US Persons must qualify as an Eligible Professional Client.

#### BlockFills now serves 2,000+ institutional clients across 95+ countries

Including over 300+ onboarded clients across 50+ countries in 2025

#### BlockFills also underwent a brand refresh earlier this year to reinstate **our commitment to Unlocking Digital Assets Markets**



**PLAINTIFFS'  
EXHIBIT**

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**5**



SOC 2 Type II examination

- BlockFills and BCB Group partnered to deliver efficient payments services
- **[CQG Integration](#)**
  - BlockFills partnered with CQG to offer streaming crypto liquidity on CQG's trading platform
- **[Fordefi Partnership](#)**
  - BlockFills partnered with Fordefi to enhance secure DeFi access, empowering Venture Capital & DeFi communities across blockchains
- **[Definitive Partnership](#)**
  - BlockFills partnered with Definitive Finance to enhance BlockFills' automated trade execution capabilities for DeFi, on-chain transactions
- **[Balmoral Partnership](#)**
  - BlockFills and Balmoral Partners Investment Management introduce a new digital asset collateralized lending fund
- **[Your Bourse Connection](#)**
  - BlockFills added connectivity to Your Bourse, bringing new liquidity opportunities to brokerages and institutional market participants
- **[QIS Partnership](#)**
  - BlockFills and QIS Risk collaborated in providing comprehensive portfolio visibility and sophisticated risk analysis in active options\* environment

Wishing you and your family a very happy and healthy New Year!

**Sincerely,**

**The BlockFills Team**

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© Copyright 2026 BlockFills - All Rights Reserved | Trading OTC digital assets and crypto currencies involves substantial risk of loss and is not suitable for all investors. These products carry a high degree of risk to your capital, and it is possible to lose more than your initial investment. Only speculate with money you can afford to lose. As with any trading, you should not engage in it unless you understand the nature of the transaction you are entering into and, the true extent of your exposure to the risk of loss. These products may not be suitable for all investors, therefore if you do not fully understand the risks involved, please seek independent advice. BlockFills does not service retail investors. \*Derivative Products available to Qualified Counterparties Only. For US Persons, client is an Eligible Contract Participant ("ECP") as defined in Section 1a(18) of the Commodity Exchange Act and related guidance. Non-US Persons must qualify as an Eligible Professional Client. BlockFills only provides services to customers resident in the UK who fall within an exemption available under the UK financial promotion regime (Investment professionals, High net worth individuals, High net worth companies, unincorporated associations etc. Certified sophisticated investors).

Alyssa Kiriakos

PLAINTIFFS' EXHIBIT

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**From:** Andrew Iwaszkiewicz <andrew.iwaszkiewicz@blockfills.com>  
**Date:** January 5, 2026 at 1:47:26 PM GMT-7  
**To:** Rob Bertram <rbertram2@me.com>  
**Subject:** BlockFills Welcome Letter - Account Approved

**Rob,**

Thank you for choosing BlockFills! We want to take this opportunity to welcome you as a client and to let you know that your account with us has been approved.

**1548199 Alberta Ltd** has been assigned the account number **B16345**. For your records, our Terms of Business [can be found here](#).

**Logging into Vision**

[Vision](#) is the name of our Client Portal and web-based trading and account management solution. We ask that you please review our [tutorials](#), especially the video about the [Settlements Tab](#), as this is where you will want to start as a new client. Depending on the permissions assigned during the application process, team members can utilize [Vision](#) to:

- View account balances, positions, and transaction history (please watch this [short video](#) made exclusively for BlockFills clients, please do not distribute)
- Trade ([short video](#) made exclusively for BlockFills clients, please do not distribute)
- Submit New Fiat or Crypto Settlement Instructions for Approval / Whitelisting or Settlement Requests ([short video](#) made exclusively for BlockFills clients, please do not distribute)

Individuals named during the onboarding process will receive credentials soon. We recommend you bookmark the link, which can be found [here](#). If you need to add additional users in the future, [use this link](#) or [contact us for support](#).

**Wallet Whitelisting**

Prior to requesting a crypto settlement or sending in any crypto, we require that the originating/receiving address be whitelisted. Only users specified as having the authority to submit new settlement instructions on the onboarding application will have this ability inside their [Vision](#) portal.

**Funding with Fiat**

- Once your bank information is approved, instructions will be displayed under the "Deposit Banks" tab in the Settlements section of the Vision platform.

BlockFills offers a variety of support services. Our support staff can assist you with questions regarding statements, positions, settlements, technical support and general trading. If you have questions concerning your account our support team can be reached via Telegram Chat, email [techsupport@blockfills.com](mailto:techsupport@blockfills.com), or by phone @ 1-312-235-1024. BlockFills is staffed 24hrs a day, 5.5 days per week Sunday-Friday. OTC Trading begins Sunday at 5 PM (EST) each week and closes on Friday at 4 PM each week. Clients using the BlockFills electronic trading system or API have 24/7 trading access via FIX API or via [Vision](#).

### **To Begin Trading:**

Orders can be executed via OTC Chat, [Vision](#), or our FIX API. If you are trading OTC via a chat medium such as Telegram or Slack, your representative will contact you for further instructions. **We highly recommend that you become familiar with [Vision](#).** Within [Vision](#), once enabled, permissioned users can trade, view balances and positions, access transaction history, and request settlement.

### **Settlements**

- All settlements are made daily before 5 PM EST.
- If you are trading on credit, all settlements must be made daily.
- Settlement instructions and requests (including new wallet addresses and bank accounts) can be submitted by authorized individuals via [Vision](#).
- For detailed settlement information, contact our team via chat, Phone (1-312-235-1024) or email [support@blockfills.com](mailto:support@blockfills.com) with your questions.

Thank you again for joining the BlockFills team. Please contact us with any questions. We look forward to serving you.

Sincerely,  
**The BlockFills Team**



# TRANSACTION RECEIPT

GENERATED AT 2026-03-05 02:29 (UTC)

BLOCKCHAIN **ETHEREUM**

TRANSACTION ID 0x020166928375c36d8954ba39d64c47348d0e74f157fe4dfabce808840d1a6a86

DATE & TIME Jan 16, 2026 · 20:23 (UTC)

TRANSACTION STATUS In block 24,249,661 · CONFIRMED ✓

TRANSACTION FEE NO FEE

## MAIN TRANSFERS

Sender / Recipient	Amount	
From <u>0x12877e86e01c6b080076e808180e02aedb9090ed</u>	0.000002158197845120	Burnt fee
To <u>the-void</u>	0.00 USD	ETH ✓
From <u>0x12877e86e01c6b080076e808180e02aedb9090ed</u>	0.000000746896543360	Miner fee
To <u>0xdadb0d80178819f2319190d340ce9a924f783711</u>	0.00 USD	ETH ✓
From <u>0x12877e86e01c6b080076e808180e02aedb9090ed</u>	0.000000000000000000	N/A
To <u>0xa0b86991c6218b36c1d19d4a2e9eb0ce3606eb48</u>	0.00 USD	ETH ✓

## ERC-20 TRANSFERS

Sender / Recipient	Amount
--------------------	--------

\* USD values displayed at the time of transaction

Sender / Recipient	Amount
From <u>0x12877e86e01c6b080076e808180e02aedb</u>	50.000000 USDC 
<u>9090ed</u>	49.98 USD
To <u>0x42ae1d6a320e93f119d6f136912cfa12f0</u>	
<u>799b8a</u>	

\* USD values displayed at the time of transaction

#### DISCLAIMER

THIS RECEIPT IS BASED ON PUBLIC DATA FROM THE ETHEREUM BLOCKCHAIN. BLOCKCHAIR MAKES NEITHER WARRANTY THAT THIS RECEIPT IS FREE OF ERRORS, NOR WARRANTY THAT ITS CONTENT IS ACCURATE. BLOCKCHAIR WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OF ANY KIND, FROM ACTION TAKEN, OR TAKEN IN RELIANCE ON INFORMATION CONTAINED IN THIS RECEIPT. BLOCKCHAIR IS NEITHER A BANK, NOR A PAYMENT PROCESSOR FOR THIS PAYMENT. BLOCKCHAIR DOES NOT PROVIDE SUPPORT IN CASE OF PROBLEMS ASSOCIATED WITH THIS RECEIPT.



# TRANSACTION RECEIPT

GENERATED AT 2026-03-05 02:38 (UTC)

BLOCKCHAIN                      ETHEREUM

TRANSACTION ID                0xd5da20037a8455096c5a3038fe92e10be914990d65  
1769584cbd6f02a43433c7

DATE & TIME                    Jan 16, 2026 · 20:49 (UTC)

TRANSACTION STATUS         In block 24,249,787 · CONFIRMED ✓

TRANSACTION FEE              NO FEE

## MAIN TRANSFERS

Sender / Recipient	Amount	
From <u>0x12877e86e01c6b080076e80818</u> <u>0e02aedb9090ed</u>	0.000002367592617080	Burnt fee
To <u>the-void</u>	0.00 USD	
From <u>0x12877e86e01c6b080076e80818</u> <u>0e02aedb9090ed</u>	0.000001428924585320	Miner fee
To <u>0xdadb0d80178819f2319190d340</u> <u>ce9a924f783711</u>	0.00 USD	
From <u>0x12877e86e01c6b080076e80818</u> <u>0e02aedb9090ed</u>	0.000000000000000000	N/A
To <u>0xa0b86991c6218b36c1d19d4a2e</u> <u>9eb0ce3606eb48</u>	0.00 USD	

## ERC-20 TRANSFERS

Sender / Recipient	Amount
--------------------	--------

Sender / Recipient	Amount
From <u>0x12877e86e01c6b080076e808180e02aedb9090ed</u>	650,000.000000 USDC 
	649,845.51 USD
To <u>0x42ae1d6a320e93f119d6f136912cfa12f0799b8a</u>	

\* USD values displayed at the time of transaction

**DISCLAIMER**

THIS RECEIPT IS BASED ON PUBLIC DATA FROM THE ETHEREUM BLOCKCHAIN. BLOCKCHAIR MAKES NEITHER WARRANTY THAT THIS RECEIPT IS FREE OF ERRORS, NOR WARRANTY THAT ITS CONTENT IS ACCURATE. BLOCKCHAIR WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OF ANY KIND, FROM ACTION TAKEN, OR TAKEN IN RELIANCE ON INFORMATION CONTAINED IN THIS RECEIPT. BLOCKCHAIR IS NEITHER A BANK, NOR A PAYMENT PROCESSOR FOR THIS PAYMENT. BLOCKCHAIR DOES NOT PROVIDE SUPPORT IN CASE OF PROBLEMS ASSOCIATED WITH THIS RECEIPT.

Alyssa Kiriakos

PLAINTIFFS'  
EXHIBIT  
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**From:** Blockfills <alerts@blockfills.com>  
**Date:** January 8, 2026 at 11:33:48 AM GMT-7  
**To:** rbertram2@me.com, settlements@blockfills.com, john@blockfills.com, andrew.iwaszkiewicz@blockfills.com, gian.dardet@blockfills.com  
**Subject:** Withdrawal Address Update



Client: 1548199 Alberta Ltd  
Asset: BTC  
Address: bc1qaz6hqscqxs26vpyjcla52ftyicsvj0wfu0xpga3

Your new wallet address has been APPROVED. You may now fund your BlockFills account from your approved address and/or request withdrawals to that address. For deposit information or to make a withdrawal request, login to the [BlockFills Client Portal](#). Contact your sales representative if you need access to the client portal.

Sincerely,  
BlockFills

To see further details of your account, go to [BlockFills Client Portal](#). Please carefully review all information in this notice. Any discrepancies should be communicated to Blockfills (Reliz Ltd) at [settlements@blockfills.com](mailto:settlements@blockfills.com). Failure to do so will be deemed to be your agreement that this information is correct.

---

BlockFills (Reliz Ltd)  
[info@blockfills.com](mailto:info@blockfills.com)  
[www.blockfills.com](http://www.blockfills.com)



# ADDRESS STATEMENT

GENERATED AT 2026-02-27 19:05 (UTC)

BLOCKCHAIN	BITCOIN
ADDRESS ID	<u>1NCroWLG9GvhtM18kKLx4LjyqSPp9RD6ZJ</u>
TOTAL RECEIVED	40.00100000 BTC
	2,611,208.87 USD
TOTAL SENT	40.00100000 BTC
	2,611,208.87 USD

Token	Balance
Bitcoin	0.00000000 BTC
	0.00 USD

## MAIN EVENTS

#	Date & time	Transaction Id	Amount	
1	2026-01-16 22:06:47	<u>b375e53fa34a61dcfcc8ec</u> <u>d0be3c74926446c251d9d0</u> <u>99d4adb5b2c2e6f5b55a</u>	- 40.00000000 BTC	
			3,820,560.00 USD	
2	2026-01-16 21:27:48	<u>02e6674fd5e8f222781f7a</u> <u>1836d556ecdecb83e7e23b</u> <u>f4716b763ddaafc6639ba</u>	+ 40.00000000 BTC	
			3,820,940.80 USD	
3	2026-01-16 21:27:48	<u>20897841f7abecc7d57ee4</u> <u>fbdb892840a06fb4a7c6d03</u> <u>0dedfe0d7bee8888f0a0</u>	- 0.00100000 BTC	
			95.52 USD	

\* USD values displayed at the time of transaction

#	Date & time	Transaction Id	Amount	
4	2026-01-16 21:16:48	<u>3741053893fb85477aed7d</u> <u>d83cba35cab0bc684a5872</u> <u>cd5f0885d328d0f7bdff</u>	+ 0.00100000 BTC 	✓
			95.52 USD	

\* USD values displayed at the time of transaction

**DISCLAIMER**

THIS RECEIPT IS BASED ON PUBLIC DATA FROM THE BITCOIN BLOCKCHAIN. BLOCKCHAIR MAKES NEITHER WARRANTY THAT THIS RECEIPT IS FREE OF ERRORS, NOR WARRANTY THAT ITS CONTENT IS ACCURATE. BLOCKCHAIR WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OF ANY KIND, FROM ACTION TAKEN, OR TAKEN IN RELIANCE ON INFORMATION CONTAINED IN THIS RECEIPT. BLOCKCHAIR IS NEITHER A BANK, NOR A PAYMENT PROCESSOR FOR THIS PAYMENT. BLOCKCHAIR DOES NOT PROVIDE SUPPORT IN CASE OF PROBLEMS ASSOCIATED WITH THIS RECEIPT.

Alyssa Kiriakos

PLAINTIFFS'  
EXHIBIT

11



**From:** Blockfills <[alerts@blockfills.com](mailto:alerts@blockfills.com)>

**Subject:** Withdrawal Bank Update

**Date:** February 6, 2026 at 7:29:35 AM GMT-7

**To:**

<[andrew.iwaszkiewicz@blockfills.com](mailto:andrew.iwaszkiewicz@blockfills.com)>, <[john@blockfills.com](mailto:john@blockfills.com)>, <[settlements@blockfills.com](mailto:settlements@blockfills.com)>, <[rbertram2@me.com](mailto:rbertram2@me.com)>, <[gian.dardet@blockfills.com](mailto:gian.dardet@blockfills.com)>



Client: 1548199 Alberta Ltd  
Asset: USD  
Bank Name: TD Canada Trust  
Wire Beneficiary: 1548199 Alberta Ltd  
SSI/Memo: SWIFT BOFAUS3NXXX

Your new bank account has been APPROVED. You may now fund your BlockFills account from your approved bank and/or request withdrawals to that bank. For deposit information or to make a withdrawal request, login to the [BlockFills Client Portal](#). Contact your sales representative if you need access to the client portal.

Sincerely,  
BlockFills

To see further details of your account, go to [BlockFills Client Portal](#). Please carefully review all information in this notice. Any discrepancies should be communicated to Blockfills (Reliz Ltd) at [settlements@blockfills.com](mailto:settlements@blockfills.com). Failure to do so will be deemed to be your agreement that this information is correct.

---

BlockFills (Reliz Ltd)  
[info@blockfills.com](mailto:info@blockfills.com)  
[www.blockfills.com](http://www.blockfills.com)

Alyssa Kiriakos

PLAINTIFFS'  
EXHIBIT

12



**From:** BlockFills Updates <updates@blockfills.com>  
**Date:** February 6, 2026 at 5:20:45 PM GMT-7  
**To:** rbertram2@me.com  
**Subject:** Robert, Confidential Communication -NOT FOR DISTRIBUTION- Temporary Suspension of Client Deposits and Withdrawals  
**Reply-To:** updates@blockfills.com



**Disclaimer:** This email was sent to a specific intended recipient, **DO NOT FORWARD**. You are receiving this email because you are a client of BlockFills (Reliz Ltd.) If you have received this message in error or are unsure if you are still qualified to receive this email, please notify the sender and delete the message immediately.

**CONFIDENTIAL COMMUNICATION - NOT FOR DISTRIBUTION**

This notice is provided solely to keep clients informed and is confidential. It may not be shared, reproduced, or disclosed to others without the Company's prior written consent.

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**Dear Valued Client,**

In light of recent market and financial conditions, and to further the protection of our clients and the firm, **BlockFills has temporarily suspended client deposits and withdrawals.** Any funds deposited today and going forward **will be refused and returned** until this matter is resolved.

Please note clients may continue trading with BlockFills, subject to the below guidelines that our trading systems and operations will be employing at this time:

#### **Spot/Derivatives\* Trading**

- Opening and closing of positions will be permitted.
- Existing derivatives\* positions that require additional margin **may** be closed.

#### **Lend/Borrow**

- Existing loans that require additional margin **may** be closed.
- Any interest that is due, but unpaid, will be deducted from collateral balances.

BlockFills has been working diligently to resolve this matter as quickly as possible. We appreciate your patience and understanding at this time. We will continue to

inform you of any updates pertaining to our trading operations and to this temporary suspension.

Please [contact BlockFills](#) with any questions you may have at this time.

Sincerely,

**The BlockFills Team**

***Disclaimer:** \*Derivative Products available to Qualified Counterparties Only. For US Persons, client is an Eligible Contract Participant (“ECP”) as defined in Section 1a(18) of the Commodity Exchange Act and related guidance. Non-US Persons must qualify as an Eligible Professional Client. BlockFills only provides services to customers resident in the UK who fall within an exemption available under the UK financial promotion regime (Investment professionals, High net worth individuals, High net worth companies, unincorporated associations etc. Certified sophisticated investors).*



[Contact Us](#)

[BlockFills](#)

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The information in this email is not to be construed as an offer to sell or a solicitation or an offer to buy contracts for difference or foreign exchange. All factual information in this email has been obtained from sources believed to be reliable but is not necessarily all-inclusive and is not guaranteed as to the accuracy, and is not to be construed as representation by Reliz Ltd. The risks of trading crypto currencies, contracts for difference and foreign exchange can be substantial. Each investor must consider whether this is a suitable investment. Before trading one should be aware that with potential profits there is also

potential for losses that may be very large. Crypto Currencies, Contracts For Difference and Foreign Exchange investing involves risk and is not suitable for everyone. Those acting on this information are responsible for their own actions. Past performance is not indicative of future results.

BlockFills, 401 W Ontario St., 400, Chicago, IL 60654, United States, (312) 858-8501

[Unsubscribe](#) [Manage preferences](#)

Alyssa Kiriakos

PLAINTIFFS' EXHIBIT  
13

[Redacted]

**Subject:** Demand and Notice  
**Attachments:** Rescission\_Demand\_Letter\_All\_Entities.pdf; DO\_Companion\_Letter\_All\_Entities\_Aligned.pdf

**From:** Rob Bertram <rbertram2@me.com>  
**Date:** February 6, 2026 at 3:05:06 PM GMT-7  
**To:** Ross Kleiman <ross.kleiman@blockfills.com>, joe.perry@blockfills.com, gordon@blockfills.com  
**Subject:** Demand and Notice

Joe and Gordon, Thank you for chatting with me earlier today.

Please find attached formal correspondence issued by **1548199 Alberta Ltd.** in connection with its client relationship with **Reliz Ltd., Reliz Technologies LLC, Reliz Technology Group Holding Inc and BlockFills.**

The attached documents include:

1. **Formal Notice of Rescission and Demand for Immediate Return of Client Funds**
2. **Notice of Potential Director and Officer Liability**

These notices set out 1548199 Alberta Ltd.'s position regarding the onboarding, acceptance, and use of client funds during a period of undisclosed financial distress, and the resulting rights and remedies being asserted.

This email and the attached correspondence are intended to ensure prompt and clear notice to all relevant entities, directors, officers, and controlling persons. Please ensure that these materials are circulated internally to appropriate decision-makers, compliance personnel, and insurers without delay.

We request written confirmation of receipt of this email and the attached notices.

All rights are expressly reserved.

Sincerely,

**Robert J Bertram**

**1548199 Alberta Ltd.**

FORMAL NOTICE AND DEMAND GOVERNED BY ILLINOIS LAW

February 6, 2026

Via Email

Reliz Ltd.  
(An Exempted Company Incorporated in the Cayman Islands)  
Attention: Board of Directors and Officers

Reliz Technologies LLC  
(An Illinois Limited Liability Company)  
Attention: Board of Directors, Officers, and Managing Members

Reliz Technology Group Holdings INC  
(A Delaware Corporation)  
Attention: Board of Directors, Officers, and Managing Members

BlockFills  
(a trading name used by used by one or more of the foregoing)  
Attention: Executive Management

Re: Formal Notice of Rescission and Demand for Immediate Return of Funds  
1548199 Alberta Ltd. – Account Reference

This letter is sent by 1548199 Alberta Ltd. (the “Client”).

For purposes of this correspondence, “Reliz” or the “Company” refers collectively to:

- (i) Reliz Ltd., an exempted company incorporated in the Cayman Islands;
- (ii) Reliz Technologies LLC, an Illinois limited liability company;
- (iii) Reliz Technology Group Holdings INC, a Delaware corporation

- (iv) BlockFills, a trade name and operating brand used by one or more of the foregoing; and
- (v) any parent, subsidiary, affiliate, predecessor, successor, or related entity, together with their respective directors, officers, managing members, employees, agents, restructuring professionals, and controlling persons.

This letter constitutes formal notice of rescission under Illinois law of the Client's onboarding and funding transaction with the Company, and a demand for the immediate return of all funds transferred.

### **1. Background**

1. On January 6, 2026, the Client was onboarded as a new customer of the Company.
2. On January 16, 2026, the Client transferred 40.001 BTC and 650,050.00 USDC to the Company (the "Funds").
3. The Funds were transferred in reliance on the Company's express and implied representations that it was solvent, able to meet client obligations as they became due, and operating in the ordinary course without undisclosed liquidity constraints.
4. Very shortly after receipt of the Funds, the Company defaulted on payment, settlement, or withdrawal obligations to clients.

At no time prior to onboarding or receipt of the Funds did the Company disclose any material liquidity crisis, financial distress, inability to meet obligations, or existing defaults.

### **2. Additional Facts Supporting Rescission**

Subsequent to the onboarding of 1548199 Alberta Ltd., senior representatives of the Company, including executive leadership, advised that the Company had become aware of material financial distress as early as August 2025 and had retained a restructuring professional to address those issues.

This information further confirms that, at the time new client funds were solicited and accepted, the Company knew or should have known that it was experiencing liquidity distress that materially affected its ability to meet client obligations. These facts were not disclosed to 1548199 Alberta Ltd. prior to onboarding or funding.

### **3. Misrepresentation and Omission Under Illinois Law**

Under Illinois law, a party may not solicit or accept funds while concealing material facts necessary to make its representations not misleading. The failure to disclose

known liquidity distress, insolvency risk, or restructuring activities constitutes fraudulent and/or negligent misrepresentation by omission. Risk disclosures and limitation-of-liability provisions do not shield a party from liability for fraud or misrepresentation.

#### **4. Rescission, Unjust Enrichment, and Tracing**

Because the Client's consent was induced by material misrepresentation and omission:

- the Client hereby rescinds the onboarding and funding transaction ab initio;
- the Funds were improperly obtained and may not be retained by the Company; and
- retention of the Funds constitutes unjust enrichment and knowing receipt.

The Client expressly asserts the right to trace the Funds and to seek equitable relief establishing that such Funds are not part of the Company's general assets.

#### **5. Directors, Officers, and Restructuring Professionals**

The Client expressly reserves all rights to pursue claims against any current or former directors, officers, managing members, controlling persons, de facto officers, restructuring professionals, or other individuals who authorized, participated in, influenced, or failed to prevent the onboarding of new clients and acceptance of funds during a period of known or reasonably foreseeable liquidity distress, financial distress, or insolvency.

#### **6. Demand**

Accordingly, the Client demands that within seventy-two (72) hours of receipt of this letter, the Company:

1. Confirm in writing that it accepts rescission; and
2. Return 100% of the Funds — 40.001 BTC and 650,050.00 USDC — to the originating account or wallet.

If this matter is not resolved immediately, the Client will pursue all available remedies without further notice, including emergency injunctive relief, tracing and constructive trust remedies, and claims against the Company's directors, officers, and other Covered Persons individually.

#### **7. Governing Law, Jurisdiction, and Reservation of Rights**

The Company's service agreement references the law of the Cayman Islands for certain contractual matters. Nothing in this demand constitutes a waiver of, or concession to, exclusive Cayman Islands jurisdiction.

This demand expressly preserves, and is made pursuant to, all rights and remedies available under applicable United States and Illinois law, including claims sounding in fraud, fraudulent concealment, negligent misrepresentation, unjust enrichment, rescission for inducement, aiding and abetting, and claims against directors, officers, controlling persons, and affiliated entities arising from conduct occurring in, directed to, or causing harm within the United States.

For the avoidance of doubt, this demand is asserted against all entities and persons involved in the solicitation, onboarding, acceptance, custody, use, or control of client funds, whether acting directly or indirectly, and whether operating under the BlockFills name or otherwise.

Nothing in this letter constitutes a waiver of any rights or remedies, all of which are expressly reserved.

Sincerely,

1548199 Alberta Ltd.

By:



Name: Robert J. Bertram

Title: Director

21149 Twp 524 Ardrossan, Alberta, Canada

rbertram2@me.com

FORMAL NOTICE OF DIRECTOR AND OFFICER POTENTIAL LIABILITY GOVERNED BY  
ILLINOIS LAW

February 6, 2026

Via Email

Reliz Ltd.  
(An Exempted Company Incorporated in the Cayman Islands)  
Attention: Board of Directors and Officers

Reliz Technologies LLC  
(An Illinois Limited Liability Company)  
Attention: Board of Directors, Officers, and Managing Members

Reliz Technology Group Holdings INC  
(A Delaware Corporation)  
Attention: Board of Directors, Officers, and Managing Members

BlockFills  
(a trading name used by Reliz Ltd. and/or Reliz Technologies LLC)  
Attention: Executive Management

Re: Notice of Potential Personal Liability of Directors, Officers, and Other Covered Persons

This letter is sent by 1548199 Alberta Ltd.

For purposes of this correspondence, "Reliz" or the "Company" refers collectively to:

- (i) Reliz Ltd., an exempted company incorporated in the Cayman Islands;
- (ii) Reliz Technologies LLC, an Illinois limited liability company;
- (iii) Reliz Technology Group Holdings INC, a Delaware corporation
- (iv) BlockFills, a trade name and operating brand used by one or more of the foregoing; and

(v) any parent, subsidiary, affiliate, predecessor, successor, or related entity, together with their respective directors, officers, managing members, employees, agents, restructuring professionals, and controlling persons.

### **1. Purpose of Notice**

This correspondence is provided to place all Covered Persons on formal notice that 1548199 Alberta Ltd. is investigating and preserving claims arising from the solicitation, onboarding, acceptance, custody, use, and control of client funds during a period of known or reasonably foreseeable liquidity distress, financial distress, or insolvency.

### **2. Knowledge of Financial Distress**

1548199 Alberta Ltd. has been advised by senior representatives of the Company that material financial distress was identified as early as August 2025 and that a restructuring professional was retained to address those issues. Despite this knowledge, new client funds were solicited and accepted without disclosure of such distress.

### **3. Basis for Potential Personal Liability**

Under Illinois and applicable United States law, Covered Persons may be held personally liable where they authorize, approve, participate in, influence, benefit from, or fail to take reasonable steps to prevent conduct involving fraudulent or negligent misrepresentation, material omission, unjust enrichment, aiding and abetting, or other tortious conduct.

### **4. Preservation of Records**

All Covered Persons are hereby directed to preserve all documents, communications, and electronically stored information relating to liquidity, solvency, onboarding decisions, use of client funds, restructuring activities, and communications with counterparties, lenders, auditors, regulators, or advisors. This obligation applies to business and personal devices, accounts, messaging platforms, and cloud storage.

### **5. Insurance Notice**

Covered Persons are advised that they may wish to promptly notify any applicable directors' and officers' liability insurers of circumstances that may give rise to

claims, in order to preserve coverage. This correspondence is intended to constitute notice of such circumstances.

## **6. Governing Law, Jurisdiction, and Reservation of Rights**

While the Company's service agreement references the law of the Cayman Islands for certain contractual matters, this notice does not concede exclusive Cayman Islands jurisdiction.

1548199 Alberta Ltd. expressly preserves all rights and remedies available under applicable United States and Illinois law, including claims sounding in fraud, fraudulent concealment, negligent misrepresentation, unjust enrichment, aiding and abetting, and claims against directors, officers, controlling persons, and affiliated entities arising from conduct occurring in, directed to, or causing harm within the United States.

Notice to any one Covered Person shall constitute notice to all Covered Persons.

Nothing in this letter constitutes a waiver of any rights or remedies, all of which are expressly reserved.

Sincerely,

1548199 Alberta Ltd.

By:

Name: Robert J. Bertram  
Title: Director  
21149 Twp 524 Ardrossan, Alberta, Canada  
rbertram2@me.com

# UPDATES BLOCKFILLS' STATEMENT ON RECENT TEMPORARY SUSPENSION ON CLIENT DEPOSITS/WITHDRAWALS: 02/11/2026

In light of recent market and financial conditions, and to further the protection of clients and the firm, BlockFills took the action last week of temporarily suspending client deposits and withdrawals. Clients have been able to continue trading with BlockFills for the purpose of opening and closing positions in spot and derivatives\* trading and select other circumstances.

BlockFills is committed to transparency in its communications and to the protection of its clients. Management has been working hand in hand with investors and clients to bring this issue to a swift resolution and to restore liquidity to the platform. The firm has also been in active dialogue with our clients throughout this process, including information sessions and an opportunity to ask questions of senior management. BlockFills is working tirelessly to bring this matter to a conclusion and will continue to regularly update our clients as developments warrant.

*\*Derivative Products available to Qualified Counterparties Only. For US Persons, client is an Eligible Contract Participant ("ECP") as defined in Section 1a(18) of the Commodity Exchange Act and related guidance. Non-US Persons must qualify as an Eligible Professional Client. BlockFills only provides services to customers resident in the UK who fall within an exemption available under the UK financial promotion regime (investment professionals, high net worth individuals, high net worth companies, unincorporated associations, certified sophisticated investors, etc.).*

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[BlockFills 2025 Year in Review](#)



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# EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

1548199 Alberta Ltd. and Robert  
J. Bertram,

Plaintiff,

v.

Reliz Technology Group Holdings  
Inc., Reliz Technologies LLC, Reliz  
Ltd., Reliz CI Ltd., Joseph Patrick  
Perry, Nicholas Hammer, and  
Gordon Wallace,

Defendants.

Case No. 26-CV-02451

**Declaration of Attorney Thomas E. Patterson**

Thomas E. Patterson, pursuant to 28 U.S.C. §1746, declares as follows:

1. I am an attorney with the Patterson Law Firm, LLC, counsel to Plaintiffs 1548199 Alberta Ltd. and Robert J. Bertram ("Plaintiffs").

I make this declaration in support of Plaintiffs' motion for a temporary restraining order ("TRO") and a preliminary injunction against Defendants Reliz Ltd., Reliz Technology Group Holdings Inc., and Reliz Technologies LLC ("BlockFills"). The statements made herein are based on my personal knowledge.

2. **Ex-Party Relief Is Necessary.** Plaintiffs seek an ex-parte temporary restraining order enjoining BlockFills, its officers, directors, agents, employees, and all persons acting in concert with them, from dissipating, depleting, transferring, encumbering,

selling, assigning, or otherwise disposing Plaintiffs' Client Assets (40.001 BTC and 650,050.00 USDC) or any other assets belonging to Plaintiffs and in the custody or control of BlockFills during the pendency of this action.

3. The specific facts set forth in the Verified Complaint clearly show that immediate and irreparable damage will result to Plaintiffs absent immediate relief. A copy of the Verified Complaint is attached hereto as **Exhibit 1** and incorporated herein by reference. In summary:

- a. BlockFills has suspended client withdrawals and thereby is currently preventing Plaintiffs from accessing or withdrawing its own property (including, but not limited to, the Client Assets) without lawful justification.
- b. BlockFills has admitted to its misconduct, including by statements during two separate town halls (and during a personal meeting with Plaintiff Robert Bertram), that customer digital assets were not segregated per customer and were commingled on one balance sheet, and that BlockFills had used the commingled customer assets to pay its own corporate expenses.
- c. BlockFills does not deny that it continues to use customer assets for its own operating expenses; the misappropriation is ongoing.

d. Blockfills is either already insolvent or is on the brink of insolvency as evidenced by its admissions that there is a balance sheet shortfall of \$77 million, its hiring of restructuring professionals, and its refusal to return the Client Assets to Plaintiffs.

4. I have not given notice of this motion to BlockFills because such notice would defeat the purpose of the emergency relief sought and would allow BlockFills to dissipate or encumber the Client Assets before the Court can act. Notice to BlockFills—an offshore corporation—should not be required where, as here, BlockFills has repeatedly admitted that it has been unlawfully depleting client accounts to pay for their operating, legal, consulting and restructuring expenses and that the misappropriation is ongoing. Thus, Plaintiffs have no idea how much of its property has already been dissipated, whether any of its property is still on account with BlockFills at all, or what BlockFills may do next with Plaintiffs' property to stave off insolvency.

5. Providing notice to BlockFills would allow them to transfer, dissipate, or further encumber the specific digital assets that are the subject of this motion, defeating the purpose of the requested relief.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: March 5, 2026

/s/ Thomas E. Patterson  
Thomas E. Patterson

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

RELIZ TECHNOLOGY GROUP HOLDINGS  
INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 26-10371 (TMH)

(Jointly Administered)

Objections due by: April 6, 2026, at 4:00 PM EST  
Hearing Date: April 16, 2026 at 2:30 PM EST

**NOTICE OF MOTION OF 1548199 ALBERTA LTD. AND ROBERT J. BERTRAM FOR  
RELIEF FROM STAY UNDER SECTION 362 OF THE BANKRUPTCY CODE**

1548199 Alberta Ltd. and Robert J. Bertram (together, the "Movants") have filed a Motion for Relief from Stay which seeks the following relief: entry of an order granting relief from the automatic stay imposed by 11 U.S.C. § 362 to permit the Movants to continue prosecuting a pending action against the Debtors in the United States District Court for the Northern District of Illinois.

HEARING ON THE MOTION WILL BE HELD ON April 16, 2026, at 2:30 PM before the Honorable Judge Thomas M. Horan, in the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 5th Floor, Courtroom No. 5, Wilmington, Delaware 19801.

You are required to file a response (and the supporting documentation required by Local Rule 4001-1(c)) to the attached motion at least seven days before the above hearing date.

At the same time, you must also serve a copy of the response upon movant's attorney:

Michael Busenkell  
Gellert Seitz Busenkell & Brown, LLC  
1201 N. Orange Street, Suite 300  
Wilmington, Delaware 19801  
Telephone: 302-425-5812  
E-mail: mbusenell@gsbblaw.com

Alyssa I. Kiriakos  
Thomas E. Patterson  
Patterson Law Firm, LLC  
200 W. Monroe Street, Suite 2025  
Chicago, Illinois 60606  
Telephone: 312-223-1699  
E-mail: akiriakos@pattersonlawfirm.com  
tpatterson@pattersonlawfirm.com

The hearing date specified above may be a preliminary hearing or may be consolidated with the final hearing, as determined by the Court.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of their respective federal tax identification numbers, are: Reliz Technology Group Holdings Inc. (6265); Reliz Technologies LLC (1968); Reliz LTD (N/A); and Reliz CI LTD (N/A). The Debtors' service address is 401 West Ontario St., Suite 400, Chicago, IL 60654.

The attorneys for the parties shall confer with respect to the issues raised by the motion in advance for the purpose of determining whether a consent judgment may be entered and/or for the purpose of stipulating to relevant facts such as value of the property, and the extent and validity of any security instrument.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF DEMANDED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: March 23, 2026

*/s/ Michael Busenkell* \_\_\_\_\_

Michael Busenkell (No. 3933)  
Gellert Seitz Busenkell & Brown, LLC  
1201 N. Orange Street, Suite 300  
Wilmington, Delaware 19801  
Telephone: 302-425-5812  
E-mail: [mbusenkell@gsbblaw.com](mailto:mbusenkell@gsbblaw.com)

-and-

Patterson Law Firm, LLC  
Thomas E. Patterson (*pro hac vice* pending)  
Alyssa I. Kiriakos (*pro hac vice* pending)  
200 W. Monroe Street, Suite 2025  
Chicago, IL 60606  
Telephone: 312-223-1699  
E-mail: [tpatterson@pattersonlawfirm.com](mailto:tpatterson@pattersonlawfirm.com)  
[akiriakos@pattersonlawfirm.com](mailto:akiriakos@pattersonlawfirm.com)

*Counsel for Movants*

**CERTIFICATE OF SERVICE**

I, Michael G. Busenkell, hereby certify that, on March 23, 2026, I caused a true and correct copy of the foregoing *MOTION OF 1548199 ALBERTA LTD. AND ROBERT J. BERTRAM FOR RELIEF FROM STAY PURSUANT TO 11 U.S.C. § 362* to be filed and served via CM/ECF upon those parties registered to receive such electronic notifications.

Dated: March 23, 2026

/s/ Michael G. Busenkell  
Michael G. Busenkell (No. 3933)