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February 23, 2022

Ryne Miller, General Counsel  
West Realm Shires Services, Inc. d/b/a FTX US  
60 Broad Street, Suite 2501,  
New York, NY 10004

[ryne@ftx.us](mailto:ryne@ftx.us)

Re: FTX US Representation

Dear Mr. Miller:

We appreciate your interest in retaining Hinman Straub Advisors, LLC ("Hinman Straub") with regard to the provision of legal and government relations representation in New York State. This Retainer Agreement ("Agreement") shall confirm the terms, conditions and scope of such representation. Upon execution, this Agreement shall be filed with the Joint Commission on Public Ethics ("JCOPE") and shall be governed by the laws of the State of New York, including, but not limited to, Article 1-A of the Legislative law (i.e. "the Lobby Act").

## **I. Scope of Representation**

Hinman Straub will provide legislative and regulatory representation on behalf of West Realm Shires Services, Inc. ("FTX US"). The scope of such services shall include:

- 1) To advocate on behalf of FTX US on specifically identified issues in the Legislative and Executive branches of New York State government; and
- 2) To provide such other governmental and regulatory services as agreed upon by both parties.
- 3) To provide other services relating to pertinent New York law and government, as needed.

## **II. Term of Agreement**

The term of such representation shall begin on March 1, 2022. Either party may, with or without cause, terminate this Agreement by giving the non-terminating party thirty (30) days advance written notice. If the effective date of termination of this Agreement occurs mid-month, you agree to pay all disbursement and miscellaneous expenses incurred prior to the effective date of termination, as well as a pro-rated portion of the monthly fee for the final month.

### III. Compensation

The fee for services rendered shall be \$12,000 per month for each month in which services are provided.

In addition, disbursements and miscellaneous expenses, such as long-distance telephone calls, printing, postage, copying, and travel expenses shall be billed separately on a monthly basis.

Invoices shall be sent to your attention at the above address unless you instruct us otherwise. Payment is due within thirty (30) days of receipt of an invoice. Past due payments may be subject to 1% interest per month.

### IV. Compliance

Both parties are required to comply with all laws, rules and regulations administered and enforced by the JCOPE. Such compliance shall include Hinman Straub complying with the registration and all other lobbyist filing requirements. Likewise, as directed by Hinman Straub, FTX US shall comply with all appropriate client filing requirements.

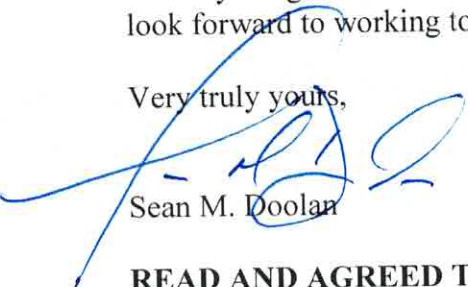
### V. Entire Agreement

This Agreement constitutes the entire agreement between FTX US and Hinman Straub, and supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written.

If the terms of the Agreement meet your approval, please sign it and return it to us for filing with the JCOPE. Representation shall not begin until this Agreement is executed and filed with the JCOPE.

Thank you again for considering Hinman Straub. We appreciate your trust and confidence, and look forward to working together.

Very truly yours,



Sean M. Doolan

### READ AND AGREED TO BY:

DocuSigned by:

Name Ryne Miller

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Title: General Counsel

Organization: West Realm Shires Services Inc d/b/a FTX US

Date: 3/4/2022