ATTORNEY GENERAL OF THE STATE OF NEW YORK INVESTOR PROTECTION BUREAU

In the Matter of an

Investigation by LETITIA JAMES, Attorney General of the State of New York, of

GALAXY DIGITAL HOLDINGS LTD.
GALAXY DIGITAL INC.
GALAXY DIGITAL TRADING CAYMAN LLC
GALAXY TRADING ASIA LIMITED and
GALAXY DIGITAL TRADING HK LIMITED

Respondents.

Assurance No. 25-011

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York ("OAG") commenced an investigation pursuant to the Martin Act (General Business Law, Article 23, Sections 352 *et seq*.) and Executive Law Section 63(12) into market manipulation by Galaxy Digital Holdings Ltd., Galaxy Digital Inc., Galaxy Digital Trading Cayman LLC, Galaxy Trading Asia Limited, and Galaxy Digital Trading HK Limited (collectively, "Respondents" or "Galaxy"). This Assurance of Discontinuance ("Assurance") contains the findings of OAG's investigation and the relief agreed to by OAG and Galaxy.

OAG's FINDINGS

1. Beginning in 2020, Galaxy bought a then little-known cryptocurrency named Luna from its issuer and simultaneously promoted and sold its holdings of Luna to the public. Galaxy did so while failing to disclose its then-present intent to sell, a practice that is unlawful under the Martin Act and New York Executive Law Section 63(12).

2. Luna was a security and commodity issued by Terraform Labs PTE Ltd., ("Terraform") a blockchain start-up company incorporated in Singapore in 2018 and founded by Do Hyeong Kwon ("Do Kwon" or "Kwon"), a South Korean national who has been indicted on federal criminal charges in the Southern District of New York for his conduct related to both Luna and Terraform. *United States v. Kwon*, S1 23 Cr. 151 (S.D.N.Y. 2023). He is charged with conspiracy to commit commodities fraud and securities fraud, commodities fraud, securities fraud, wire fraud, conspiracy to defraud and engage in market manipulation, market manipulation, and money laundering conspiracy. In a separate case brought by the U.S. Securities and Exchange Commission, Kwon was found liable after a civil jury trial for violating the anti-fraud provisions of the federal securities laws including Section 10(b) of the Exchange Act and Rule 10b-5 thereunder and Section 17(a) of the Securities Act and he was found liable by the court on summary judgment for having engaged in offerings of unregistered securities. *SEC v. Terraform Labs Pte Ltd.*, No. 1:23-cv-01346-JSR (S.D.N.Y. 2024).

3. Kwon created a web of cryptocurrencies in South Korea designed to defraud the public while creating the illusion of commerce and exponential growth. He created the Terra ecosystem, which included a protocol, a set of rules that allowed data to be shared through a network of computers; the Terra blockchain, the ledger on which transactions were recorded and validated; Luna, the native cryptocurrency of the Terra blockchain; and TerraKRW and TerraUSD, two so-called stablecoins that were ostensibly pegged to the South Korean won and United States dollar, respectively. Luna, TerraKRW, and TerraUSD traded on the Terra blockchain. Kwon also cofounded a digital payment application called Chai, which he used to spin the false tale that Terraform had accomplished the most sought-after achievement of any crypto project: real-world use.

4. Kwon's initial efforts, however, only resulted in Luna trading at prices ranging from $0.30 – $0.60 cents per token. In 2020, Do Kwon sought an advocate in the West to help gain publicity for Luna and Terra. He pitched Galaxy on purchasing Luna tokens with the hope that Galaxy would become that advocate. Do Kwon's plan worked. Galaxy bought more than 18.5 million Luna from Terraform in October 2020 at $0.22 per token, a nearly 30% discount to Luna's then-market price of $0.31 and began endorsing Luna.

5. As Michael Novogratz, Galaxy's founder and chief executive officer, later said, Galaxy helped "kickstart" interest in Luna through its marketing efforts. Galaxy began posting about Luna and Terraform on social media in November 2020, and Luna's price and trading volume rose. On March 26, 2021, when Luna was trading around $18 per token, Novogratz posted on social media that he would get a Luna tattoo if Luna's price reached $100. Luna hit $100.84 on December 24, 2021, and on January 4, 2022, Novogratz publicly unveiled his Luna tattoo on social media.

6. But while Novogratz posted pictures of his tattoo and expressed his Luna bullishness to the public, Galaxy sold millions of tokens into the market at many multiples of its initial cost without disclosing that it was selling.

7. Ultimately, Galaxy helped a little-known token increase its market price from $0.31 in October 2020 to $119.18 in April 2022, while profiting in the hundreds of millions of dollars.

8. In May 2022, Luna collapsed and wiped out over $40 billion of market value over the course of a few days, impacting investors in New York, the United States, and throughout the world. Before the crash, Galaxy had already exited nearly all of its Luna position.

9. Galaxy's conduct, including its misrepresentations and omissions about Luna while simultaneously selling Luna and failing to disclose its then-present intent to sell, constituted violations of the Martin Act and violations of New York Executive Law Section 63(12).

I. Galaxy Bought Luna at a Discount from Terraform, Promoted it, and Sold it to the Public Without Disclosing Its Present Intent to Sell.

A. Do Kwon Creates the Fraudulent Terra System.

10. Terraform was founded as a Singapore company by Kwon and Daniel Shin in 2018. Terraform created its own protocol, blockchain, stablecoins, and the Luna token.

11. "Validators" or "miners" who owned Luna staked their Luna on the Terra blockchain, meaning they pledged their holdings, and were randomly chosen to validate transactions and receive in-kind digital asset rewards. The larger the amount staked, the higher the likelihood of being chosen to validate transactions.

12. Rewards could be earned in two ways. First, users and arbitrageurs could maintain the value of the stablecoin by swapping Terra stablecoins for Luna tokens and vice versa, with the Terra system as the counterparty, and receive rewards of newly minted cryptocurrency tokens in the process. Second, in exchange for staking Luna tokens on the Terra blockchain, holders of Luna earned a portion of transaction fees charged to consumers who Kwon said paid merchants in Terra stablecoins instead of with fiat currency. The original fraud was that Terra stablecoins were never actually used in real-world consumer transactions.

13. A core ostensible feature of Terra was its collection of so-called algorithmic stablecoins, including TerraUSD, pegged 1:1 to the U.S. dollar, and TerraKRW, pegged 1:1 to the South Korean won. These stablecoins, however, were not backed by dollars or won. Instead, the Terra system incentivized users to swap Luna for TerraUSD and vice versa with the Terra

algorithmic system as counterparty to maintain TerraUSD's peg to the dollar. When TerraUSD dropped below $1.00, users could send TerraUSD to the system in exchange for newly minted Luna, thereby reducing the floating supply of TerraUSD and sending the price back to $1.00. When TerraUSD rose above $1, users could send Luna in exchange for TerraUSD increasing the floating supply of TerraUSD and reducing its value back to $1. The system was designed for users to make a profit on either trade. When users swapped their Luna for Terra, the system burned a portion of the Luna, removing it from circulation and driving up its price, and retaining the rest in the system.

14. Terra claimed in its whitepaper that the Terra system rewarded stakers by sharing a portion of transaction fees charged to consumers. Supposedly, when consumers paid merchants in Terra stablecoins instead of won, they paid transaction fees that defaulted to 0.1% and were capped at 1%, which was cheaper than the fees on debit and credit card transactions, which can be as high as 3.5%. If a consumer effected a $100 transaction, they would transfer $100 to the merchant, but 101 units of the stablecoin would be deducted from the consumer's account. That extra unit of the stablecoin would go to the pool for Luna stakers, a pool that would grow with expanded use of the system. Luna itself was not pegged, and thus, its price could float freely, leaving it susceptible to manipulation.

15. In 2020, Luna and the Terra stablecoins were generally unfamiliar to American investors and were not offered on many of the platforms available to US investors. In the second half of 2020, Luna was trading between $0.28 and $0.60 with a daily volume ranging from approximately $6 million to $65 million. Terraform was interested in expanding the breadth of its geographic reach and needed the right partner to help it do so.

B. Needing a Good Advocate in the West, Do Kwon Found Galaxy.

16. By August 2020, Terraform knew it "need[ed] a good advocate in the west," to help take Luna and Terra to the next level.

17. Novogratz, Galaxy's CEO, is a seasoned institutional trader with a decades-long career on Wall Street, including working at some of the largest and most successful financial institutions in the country and having held a seat on the Federal Reserve Bank of New York's Investment Advisory Committee on Financial Markets. Beginning as early as 2013, Novogratz began investing in cryptocurrencies and receiving significant media attention from the Financial Times, CNBC, and other mainstream business news outlets for being one of the first institutional investors to invest in Bitcoin and promote cryptocurrency as an investment.

18. Novogratz founded Galaxy in 2018. Galaxy Digital Holdings Ltd. is a Cayman Islands company with its office in New York City. It operates through 123 affiliates, including the other Respondents. Under Novogratz's leadership, Galaxy grew to hold over $5 billion in assets under management, making Galaxy among the largest institutional investment and trading firms in crypto.

C. Galaxy Negotiates a Deal that Allows it to Purchase Luna from Terraform at a Discount and Sell it Immediately to the Public.

19. In August 2020, Galaxy began discussing Luna as a potential trade for either the liquid ventures team, the trading desk, or Novogratz's trading book.

20. On August 24, 2020, a vice president of principal investments (the "Vice President") and a member of Galaxy's liquid ventures team emailed Novogratz and said that Galaxy could receive better terms for its purchase of Luna if it agreed to publicly advocate for the token:

> As noted before, I think Terra will benefit greatly from more exposure in the US, and if you're open to making the firm an advocate for them I think we can negotiate good terms on an investment. . . . An investment without deeper involvement with Terra will still be appealing, but I believe that educating western audiences will have a meaningful impact.

21. Novogratz wrote back later that evening, asking the Vice President for a proposal, and the Vice President responded, suggesting Galaxy counter by offering to make Novogratz an official advisor and wrote:

> They're dying to get real Macro guys involved with Terra, but they need someone who will actually talk about their product. A couple of media appearances talking about Terra would be huge. Without making a commitment to something like this we'd only be able to get the same terms they've given other investors (30 percent discount on 12-month lock).

22. On September 3, 2020, the head of Galaxy's venture capital arm joined a call with the Vice President and Kwon to discuss the potential investment in Luna. After the call, the head of venture sent a message to the Vice President on Slack expressing skepticism about the investment:

> This stuff is confusing Trying to understand what is real vs just financial engineering that creates 'value' out of thin air. Terra was interesting Hard to have a good enough sense without really knowing the local ecosystem. But it does seem like he has some real traction. Also sort of seems like he acknowledge the ICO was bullshit.

23. The Vice President responded:

> Haha yeah confusing is an understatement! There's definitely a lot of financial engineering going on but there's some real activity underneath.

24. The next day, on September 4, 2020, the head of venture asked the Vice President to conduct reference calls with merchants to confirm that they used Chai and accepted payments on the Terra blockchain. The Vice President agreed but neither he nor anyone else ever made those calls. In fact, merchants did not accept payments on the Terra blockchain.

25. Although Galaxy failed to confirm whether there was any real-world application to Luna and Terraform, Galaxy did verify claims by Do Kwon and Terraform about settlement of transactions on the blockchain. There were Terra stablecoins and Luna tokens moving from one crypto wallet to another, not consumer transactions. In addition, Galaxy met with Terraform's co-founders, reviewed Terraform's public materials - including its white papers and public posts, spoke to node operators to confirm blockchain activity, reviewed blockchain data on the Terra blockchain explorer, and conducted background checks on Terraform's co-founders. The content in Terraform's public papers, however, were not verified by any independent third party and did not contain audited financial statements.

26. On September 22, 2020, Galaxy decided not to serve in an "official advisor role." The Vice President explained to Novogratz that he had negotiated a better deal than what others had obtained from Terraform:

> Just got off the call w/ Do. In terms of structure, I started off asking for 30% discount on a 6 month lock, he pushed back saying the best they've done is 30% on 12 months. I said if it's going to be 12, we would need monthly distributions, he agreed to do monthly. . . . If you want, we can also tranche it with -10% on a 3 month lock, but my sense is that -10% is not worth the illiquidity.

27. Terraform made its final offer to Galaxy: a 30% discount to the market price that also allowed the tokens to vest monthly over the next year, meaning that while the agreement provided for Galaxy to receive more than 18 million tokens, Terraform would distribute 1/12 of those tokens to Galaxy each month. The Vice President explained that this was better than prior deals Terraform had offered to other investors. It meant Galaxy would be able sell its Luna when it receivedthem each month.

28. Galaxy memorialized its plans for Luna in a "Long Duration Trade Memo" that included a return analysis for Galaxy's investment and trading over an 18-month period. Galaxy

would receive the tokens pursuant to a 12-month vesting schedule under which it would receive 1/12 of its total allotment of Luna each month. On October 27, 2020, the Vice President circulated the memorandum to Novogratz and other executives at Galaxy proposing that as part of the trade, Galaxy would make the public more aware of the Terra ecosystem, writing:

> Terra has an investor awareness problem. It is one of a small number of cryptoassets that has real economic activity behind it, yet it is generally dismissed by most western crypto investors due to its early go-to-market strategy which emphasized subsidies by the protocol. Beyond that, western retail investors have very limited exposure to Terra, given that it is not available on US exchanges, and cannot be acquired on Ethereum based decentralized exchanges since it is not Ethereum based. By working with Terra on additional integrations and by leveraging Galaxy's voice we can increase awareness of everything happening on Terra.

29. That same day, on October 27, 2020, Galaxy signed an agreement with Terraform pursuant to which Galaxy invested $4 million cash up front in exchange for Luna at a discount of 30% to the spot market price of $0.31with a vesting schedule of 1/12 of the total number of Luna to be received by Galaxy every thirty days. Ultimately, Galaxy purchased approximately 18,513,120 Luna at $0.22 per token.

II. Galaxy Advocates for Luna While Failing to Disclose its Then-Present Intent to Sell.

A. Galaxy Begins Publicly Endorsing Luna and Selling its Initial Tokens Without Disclosing the Sales

30. During the period Galaxy made public statements about Luna, Galaxy had engaged public relations firms to increase Novogratz's social media audience and track his user engagement. Between October 2020 and June 2021, these public relations firms provided Galaxy with weekly and monthly reports, including breakdowns of Novogratz's followers, increases in his followers, identifying Twitter posts that received engagement, and advice on how to improve

engagement on social media. Novogratz more than doubled his Twitter following from over 150,000 in December 2020 to over 330,000 followers by December 2021.

31. Novogratz brought attention to Terraform before Galaxy even received its first delivery of Luna. On November 11, 2020, in an appearance on the Nugget's News podcast, Novogratz announced Galaxy's purchase of Luna, referring to Luna as equity tokens and telling viewers that Terra's blockchain was being used for payments in South Korea:

> I recently bought a bunch of . . . it's a Korean payments, uh, like a credit card company, almost . . . They have a stablecoin that they use for discounts on shopping. . . . The stablecoin is called Terra and the underlying equity token is called Luna.

32. This statement was false. Novogratz made the statement based on representations from Terraform without conducting sufficient due diligence to determine whether they were true. Terra was not used in the real world, and Luna did not constitute equity.

33. On November 14, 2020, in response to a user asking, "okay boys I need your help…which altcoins should I buy?" Novogratz responded, "$luna."

34. In an email to the Vice President on December 3, 2020, Novogratz stated, "Give me something good to tweet about Luna. It's on the move. Like to think we had something to do with that. 😉 At least want the ceo to think that."

35. The Vice President recommended that Novogratz post that the Chai payment application had 80,000 daily active users.

36. On December 3, 2020, Novogratz posted on Twitter:

37. This statement was misleading because Chai's growth did not relate to Luna's growth since Chai did not process transactions on Terra's blockchain. This statement was based on information provided by Terraform and Do Kwon; however, Galaxy did not take sufficient steps to determine its veracity.

38. Over a rolling 24-hour period, Luna's trading volume increased from approximately $27.5 million around the time of Novogratz's post to as much as $69 million by the end of the day.

39. That day, Terraform issued the first tranche of 1,542,762 Luna to Galaxy.

40. When the Vice President informed Novogratz of the delivery, Novogratz wrote, "Let's hold for a while. I have a policy not selling for at least 3 days after I tweet positive. Or buying if I tweet negative. Good to know we have the liquidity."

41. Two weeks later, on December 16 and 17, 2020, Galaxy sold all the Luna they had received at prices from $0.50 to $0.52.

42. On January 3, 2021, Galaxy received and sold its second tranche of 1,540,000 Luna into public markets at $0.65.

B. Galaxy Secures a High-Profile Bloomberg Feature and then Sells its Luna after the Price Increases.

43. Galaxy gained additional publicity for Terraform by coordinating a piece in Bloomberg in January 2021 for Terraform. Galaxy emailed a press release to Bloomberg stating, in part:

> Terra now has the third highest number of transactions of all blockchains (after BTC and Ethereum) and is generating 13M USD in fees annually. Terra KRW today powers CHAI, one of the largest e-commerce wallets in Korea, which hosts over 2 million users and generates $1.2 billion in annualized transaction volume.

44. These statements were false. They were based on representations by Kwon and Terraform to Galaxy, but Galaxy failed to independently verify them. Chai was not powered by the Terra blockchain, and transactions on Chai were settled in South Korean won, not Terraform's stablecoin, TerraKRW.

45. On January 26, 2021, Bloomberg published the article, titled "Novogratz invests in crypto startup serving millions in Korea." The article stated, among other things, that Galaxy co-led a funding round in Terraform Labs by purchasing Luna, which purportedly provided investors who staked Luna with profits from Terra transaction fees and provided investors in Luna with the opportunity to profit from the appreciation of Luna's market price. The article falsely claimed that Terra payments were gaining popularity with merchants in South Korea because it shortened settlement time from days to six seconds.

46. After the Bloomberg article was published, the price of Luna jumped from roughly $0.89 to $1.23.

47. Galaxy's impact on Luna's price became the subject of news reports. The website CoinTelegraph published an article with the headline, "LUNA doubles in price after $25 million investment by Galaxy Digital," and stated:

> LUNA, the native coin of the Terra blockchain, shot up another 37% to $2.46 on heavy trading volumes today, continuing a parabolic climb that started in mid-November.
>
> The coin is currently up 100% in price since news broke one week ago that Mike Novogratz's Galaxy Digital made a $25 million investment in Terraform Labs, the Seoul-based company that manages development of Terra.

48. Days later, on January 30, 2021, Galaxy received and sold a tranche of 1,545,517 Luna at prices between $1.42 and $1.47. By this point, Galaxy had already recouped its initial $4 million investment.

C. Galaxy Continues to Hype Luna While Novogratz Promises to Get a Tattoo When it Reaches $100.

49. In February 2021, Novogratz appeared on three different public-facing programs, including Bloomberg's "Odd Lots" podcast and a Yahoo Finance panel where he marketed Terra and Luna's purported use on the Chai payment platform, stating, that Luna provided a real-world use case for crypto. These statements were based on representations made by Terraform to Galaxy and Galaxy's failure to conduct sufficient due diligence of any purported real-word use.

50. On March 2, 2021, Novogratz posted on Twitter praising Kwon as an innovator and referring to Kwon as the next Sam Bankman Fried.

51. On March 2, 2021, Terraform issued the fourth tranche of 1,542,764 Luna to Galaxy, and on March 3, Galaxy sold all 1,542,764 Luna at prices between $7.35 and $7.70.

52. Although Novogratz publicly posted positive messages about Kwon as set forth in paragraph 50, Galaxy did not disclose Galaxy's then-present intent to sell.

53. On March 26, 2021, Novogratz posted the following poll:

54. That same day, Novogratz also publicly grouped Luna with the two largest and most well-known cryptocurrencies, Bitcoin and Ether, musing that crypto wealth would triple or quadruple in the next year or two, posting on Twitter:

55. On March 31, 2021, Terraform issued and Galaxy received its fifth tranche of 1,542,764 Luna. On March 31 and April 1, 2021, Galaxy sold most of those tokens in public markets at prices between $18.20 and $18.43.

D. Galaxy Marketed Chai as a Crypto Real-World Use Case, Claiming it Accounted for Increasing Percentages of Payments in South Korea, While Selling Off its Luna Without Disclosing it Was Selling.

56. On April 26, 2021, Novogratz appeared on the "Earn Your Leisure" podcast to discuss Luna. The host noted that crypto was generally not used for much and asked Novogratz when he expected to see crypto being adopted for use in day-to-day life. Novogratz responded:

> So like—this coin I was talking about, Terra—if you're in Korea and you're in a cab, you will pay for things on the Chai payment system—or if you're in a grocery store you will use Chai like you might use Apple Pay. . . . Chai is a crypto payment system, and it's already six percent of payments in Korea, and so we're starting to jump out of the sandbox into the real world.

57. Novogratz's statement that 6% of payments in South Korea were on Chai was false, and the rest of the statement was misleading because Chai did not run on the Terra blockchain. According to data Chai published on the Chaiscan website at www.chaiscan.com

(now available only on the Wayback Machine), purported payments on Chai would have accounted for less than 1% of transactions in South Korea. Galaxy did not take reasonable steps to verify that the number of transactions reported on Chaiscan.com constituted 6% of payments in South Korea before making this statement.

58. On May 3, 2021, Galaxy received the sixth tranche of 1,542,764 Luna. From May 3 to May 4, 2021, Galaxy sold almost 1.3 million Luna at prices between $16.40 and $18.60.

59. On May 21, 2021, Novogratz made an appearance on the podcast "Unconfirmed" and said "Listen, one of the cool things about Luna is this Chai payment system. People—I think it's 7% or 8% of payments in South Korea now are being done over this blockchain-based payment system."

60. Novogratz's statement about the percent of payments was false, and the rest of the statement was misleading because Chai did not run on the Terra blockchain. According to Chai, its purported payments were less than 1% of total transactions in South Korea. Galaxy did not take sufficient steps to verify that the number of transactions reported on Chaiscan constituted 7% or 8% of payments in South Korea.

61. On June 4, 2021, Galaxy received the seventh tranche of 1,542,764 Luna and sold 1,788,633 Luna (which included Luna from prior tranches that had not been sold) in public markets at prices between $6.34 and $6.91.

62. On June 22, 2021, Novogratz appeared at the Qatar Economic Forum and spoke to a Bloomberg reporter, where he again incorrectly stated that a large and growing proportion of transactions in South Korea were being processed on the blockchain:

> Eight percent of all payments in Korea are now happening on Chai. The Chai payments app runs on the Terra blockchain. So, Terra is a form of Ethereum, it's less decentralized, it's faster, and a lot of the value accrues to what's called the

> Luna token. And so, it gets complicated for people, but that's really where the frontier is.

63. Chai did not process 8% of all payments in South Korea, and Galaxy did not take reasonable steps to verify that the number of transactions reported on Chaiscan constituted 8% of payments in South Korea. When Novogratz made that statement, even the number of payments Chai claimed to have processed only constituted less than 1% of total transactions in South Korea. Novogratz's statement was also misleading because Chai did not run on the Terra blockchain.

64. On July 6, 2021, Novogratz posted on Twitter his prediction that the price of Luna would not fall below $5 but would return to $10.

65. Thereafter Twitter users responded positively, posting rocket ship emojis and memes. Other users thanked Novogratz.

66. On July 9, 2021, Galaxy received the eighth tranche of 1,542,764 Luna and held those tokens without selling. On August 4, 2021, Galaxy received the ninth tranche of 1,542,764 Luna. From August 3 to August 5, 2021, Galaxy sold 1,612,750 Luna in the market at prices from $12.19 – $14.79.

67. On August 16, 2021, Novogratz reposted on Twitter a thread by another user about decentralized finance and expressly advised the public to buy Ether and Luna:

68. On September 13, 2021, Novogratz spoke at the Barclays Global Financial Services Conference, stating:

> There's Luna. We've got a big investment in this token Luna. It's working in Korea…. Now 9% of payments are happening over the Luna blockchain. So it's not like a sandbox anymore. We're out of the sandbox. We're operating in the real economy.

69. Novogratz's statement was not true. First, no payments were happening on the Terra blockchain, which he referred to as the Luna blockchain. Second, Chai's daily transactions were less than 1% of all transactions in South Korea rather than the 9% stated by Novogratz. Galaxy based its statement on information from Terraform and Kwon but did not take reasonable steps to verify that the number of transactions reported on Chaiscan.com constituted 9% of payments in South Korea.

E. Luna Reaches $100, Novogratz Gets His Tattoo, and Galaxy Continues Selling off its Position Without Disclosing the Sales.

70. In September 2021, Kwon was in New York City for a conference. While there, he visited Galaxy's office, and on September 18, 2021, Novogratz posted on Twitter the following:

71. On September 24, 2021, Novogratz again posted about Luna and his recorded podcast with Kwon (which Galaxy ultimately did not release):

72. On October 6, 2021, Galaxy received 4,628,290 Luna, its final three tranches in one lump sum. On October 9, 2021, Galaxy sold 90,500 Luna at prices between $43.17 and $44.28.

73. On November 3, 2021, Novogratz posted that Luna was "rocking" tagging Do Kwon and two members of the Korean crypto investment firm, Hashed.

74. That day and the next day, Galaxy sold just over 573,000 Luna at prices between $44.57 and $49.10, leaving it with 5.4 million Luna.

75. On November 5, 2021, Novogratz, grouping Luna with popular cryptocurrencies Ether and Solana, posted on Twitter about a research report from Galaxy Digital Research:

76. On November 5, 2021, Galaxy sold an additional 109,885.77 Luna at prices between $49.66 and $50.17.

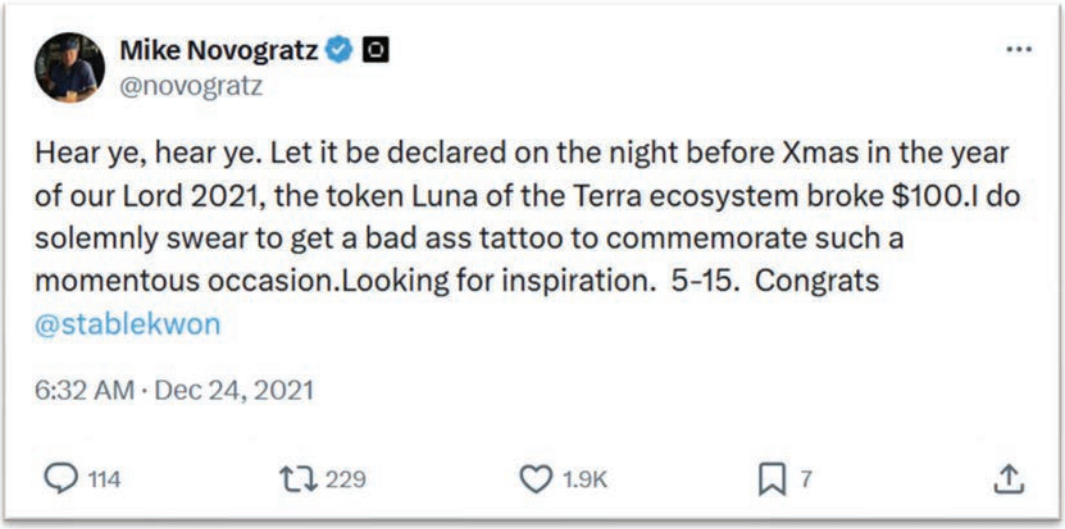
77. On November 26, 2021, Novogratz posted about Luna on Twitter, writing:

78. On December 5, 2021, Galaxy sold 454,576.84 Luna at prices between $67.27 and $73.07.

79. On December 7, 2021, it was announced that Kwon had been added to Coindesk's list of the "Most Influential" people in 2021. Thereafter, Luna's price increased from approximately $66.92 on December 6 to $86 on December 22, 2021. During that period, on December 18, 2021, Novogratz reposted another Twitter user's post of a graph of Luna's recent market performance with the caption "Blast or puke? Luna." In his repost, Novogratz added:

80. On December 23, 2021, Novogratz appeared on CNBC. When asked if there were changes that should be made to the CNBC crypto ticker, he said that CNBC should remove Litecoin from its crypto ticker and replace it with Solana and Luna.

81. On December 24, 2021, Novogratz posted on Twitter that Luna had reached a price of $100, and he would get a tattoo to commemorate the occasion:



82. Also on December 24, Novogratz responded to a Twitter user who had thanked him for advertising Luna and elevating it from below $0.50 to $100.

83. Galaxy sold 12,411.64 Luna at $96.96 on December 25. On January 1, 2022, Galaxy sold 57,908.27 Luna at prices from $89.73 to $91.25. And on January 2, 2022, Galaxy sold over 496,306 Luna at prices from $89.10 – $91.42.

84. As Galaxy continued selling Luna, on January 3, 2022, Novogratz posted on Twitter:

85. On the same day, Novogratz and Galaxy sold 248,574.63 Luna at prices between $91.02 and $93.16.

86. On January 4, 2022, Galaxy sold 165,350.10 Luna at prices between $84.91 and $88.51.

87. While continuing to sell Galaxy's Luna position, Novogratz posted on Twittera photo of his new Luna tattoo:

88. He later deleted the post.

89. Novogratz's posts failed to disclose that Galaxy was simultaneously selling substantial portions of its Luna into the public markets.

F. Luna Prices Fall as Novogratz Tells the Public to "Keep the Faith," While Galaxy Continues Selling Off its Position Without Disclosing its Sales.

90. On January 5, 2022, Novogratz again took to Twitter, responding to a user who asked if Luna had reached its top value. Novogratz replied:

91. As Novogratz encouraged his followers to "keep the faith," Galaxy continued selling Luna to the public:

Date	Number of Luna Sold	Price Range Per Token ($)	Proceeds from Sale
January 5, 2022	163,242.33	77.51 – 84.80	$ 13,586,540.46
January 6, 2022	349,106.44	76.41 – 79.66	27,285,610.05
January 7, 2022	171,481.57	72.64 – 74.84	12,530,998.98
January 10, 2022	285,919.88	69.15 – 70.51	19,967,908.48
January 11, 2022	65,489.82	70.86 – 73.61	4,796,431.29
January 12, 2022	245,103.07	78.80 – 82.57	19,432,798.30
January 13, 2022	80,045.96	81.13 – 82.00	6,518,694.34
Total			$ 104,118,981.90

92. Notwithstanding Novogratz's post, Galaxy sold over 1.3 million Luna at prices from $69.15 - $84.80 from January 5 to January 13, 2022. Galaxy failed to disclose these sales to the public.

93. On January 15, 2022, Novogratz posted a picture of a building with a roof that read "Viejo Lobo," which translates to "Old Wolf" and wrote: "My position in the $Luna

community," with a laughing emoji. An hour and a half later, Novogratz reposted on Twitter the same post with the following comment:

94. That same day, Galaxy sold an additional 13,276.29 Luna at $87.08.

95. In addition, Galaxy effected the following net sales from January 17 through January 22, 2022, at prices from $60.92 - $82.02.

Date	Net Number of Luna Sold†	Price Range Per Token ($)	Proceeds from Sale
January 17, 2022	29,999.96	$78.96 – $80.02	$2,386,210.38
January 18, 2022	0.08	$75.57	$6.05
January 19, 2022	24,594.52	$77.15 – $78.49	$1,903,577.03
January 20, 2022	(5,446.72)	$81.96-$82.02	($446,385.17)
January 21, 2022	999.99	$77.34 – $77.58	$77,418.22
January 22, 2022	49,044.83	$60.92 - $64.99	$ 3,100,199.69
	50,044.073		$7,021,026.20

†Galaxy purchased 5,946.72 Luna at $81.96 on January 20 and 49,957.94 Luna at $60.70 on January 22.

96. On January 22, 2022, Novogratz encouraged his followers to not be discouraged by price volatility but instead urged them again to "keep the faith," posting on Twitter:

97. Galaxy, however, effected net sales of over 1.1 million Luna from January 23 to January 28, 2022, at prices from $48.12 - $69.01 (with one sale of 581.25 Luna at $331.94).

Date	Number of Net Luna Sold†	Price Range Per Token ($)	Proceeds from Sale
January 23, 2022	141,335.69	65.81 – 69.01	$ 9,562,308.27
January 24, 2022	2,455.97	61.83 – 68.04	164,677.48
January 25, 2022	76,794.77	64.34 – 331.94	5,122,208.91
January 26, 2022	238,097.03	58.97 – 60.84	15,135,368.91
January 27, 2022	456,060.72	53.31 – 64.95	26,102,686.19
January 28, 2022	246,349.93	48.12 – 54.26	12,291,894.52
Total	1,161,094.11		$ 68,379,024.43

†Galaxy effected twelve purchases of 16,023.74 Luna during this period.

98. Galaxy continued selling Luna through February 2022, selling off nearly all the tokens they had received from their initial purchase in October 2020, leaving only 2,060 Luna on its books as of February 28, 2022.

III. Luna Crashes After Galaxy Exits.

99. In March 2022, Galaxy Digital Research published a report stating that the Luna token may be subject to the risk of a death spiral in which significant sales of the tokens could cause the prices of Luna and Terra to collapse leading to further sales in a vicious cycle, akin to a run on a bank. Although this risk was not new, this was the first time that Galaxy Digital Research discussed the risk in a report.

100. On March 30, 2022, at the Barclays Crypto and Blockchain Summit, Novogratz explained how Galaxy had assisted Terraform:

> I think of Terra Luna with Do Kwon where we had a big investment and helped him literally just through our marketing side, through our PR, got him his first article in the Wall Street Journal and Bloomberg, and in these communities, in these token communities getting energy into them is how they get kickstarted. And so, Terra is now a thirty-plus billion-dollar protocol. We have a great relationship with the founder because we helped him get started. We made a whole lot of money being long his tokens.

101. Novogratz's statement failed to disclose that Galaxy had sold its tokens all along, on most occasions right after receiving them, and that on the date of his statement, Galaxy held minimal Luna tokens.

102. The next day, on March 31, 2022, after Galaxy had sold nearly all of its Luna tokens, Galaxy disclosed that "[t]he largest contributors to the net realized gain on digital assets were gains on sales of Luna, Bitcoin and Ether for the year ended December 31, 2021" in its quarterly Management's Discussion and Analysis.

103. On May 9, 2022, TerraUSD lost its 1:1 peg to the dollar, triggering the death spiral that Galaxy Digital Research had warned about in March 2022, dropping from $1 to $0.16. The panic spread to the Luna token, which had a high for the day of $65.13513 only to fall to $32.00203. By May 12, 2022, Luna had dropped to $0.004173, and its market capitalization, crashed from $40 billion to a few hundred million.

IV. Luna was a Security and Commodity Issued by Terraform Labs.

104. Terraform offered Luna to the public as a speculative investment, promoting it as a core component of the Terra blockchain. Luna served as the collateral backing for Terra stablecoins as Luna could be swapped for Terra and vice versa.

105. Luna was a security in that it was an investment contract that required investments of money in a common enterprise with an expectation of profits from the efforts of others, specifically, Terraform's management.

106. Purchasers of Luna invested fiat currencies and crypto assets in exchange for Luna.

107. Terraform pooled the proceeds of Luna sales to investors to further develop the Terra blockchain, related cryptocurrencies, and projects, and to increase Luna's value. Terraform

claimed it developed applications on the Terra blockchain that would bolster Luna's value by increasing the use of Terra stablecoins on the Terra blockchain, and that the fees associated with processing those transactions would accrue to Luna investors.

108. Further, the interests of Kwon, investors in Luna, and Terraform's employees were aligned insofar as they all stood to profit from increases in Luna's price. In 2020, Kwon posted on X that he had purchased 50 million Luna in addition to the 70 million Luna that he owned from the time the Terra blockchain launched in 2019. Terraform's employees received Luna as a part of their compensation.

109. Terraform and Galaxy led investors in Luna to reasonably expect profits from Terraform and Kwon's efforts to develop and support Terra. Novogratz stated publicly that Luna was an equity token. Users of Terra stablecoins and the Chai payment platform purportedly paid transaction fees denominated in-kind on the Terraform blockchain. These fees were to be passed to Luna investors that had staked their Luna on the Terra blockchain.

110. Luna's price rose and fell with market sentiment regarding the Terra ecosystem.

111. As described in the Bloomberg article in January 2021, investors in Luna were promised profits from Terraform through the fees from Terra transactions and through the appreciation of Luna. Novogratz repeatedly pointed to Kwon as a talented innovator and the payment platform Chai as the driving force of Terra,

112. Luna is additionally a commodity under the Martin Act as it constitutes "any foreign currency, any other good, or material" under the meaning of General Business Law Section 359-e(14) and New York law.

OAG'S CONCLUSIONS

113. The Martin Act prohibits fraudulent practices in connection with the "issuance, exchange, purchase, sale, promotion, negotiation, advertisement, investment advice or distribution" of any securities, or the "advertisement, investment advice, purchase or sale" of any commodities. The statute provides OAG with "broad regulatory and remedial powers," *Assured Guar. (UK) Ltd. v. J.P. Morgan Inv. Mgmt. Inc.*, 18 N.Y.3d 341, 350 (2011), and is liberally construed to "defeat all unsubstantial and visionary schemes … whereby the public is fraudulently exploited." *People v. Federated Radio Corp.*, 244 N.Y. 33, 38 (1926). Thus, a Martin Act violation exists where an act or practice "tends to deceive or mislead the purchasing public." *People v. Charles Schwab & Co.*, 109 A.D.3d 445, 448 (1st Dep't 2013) (emphasis in original), *abrogated on other grounds by People v. Trump Entrepreneur Initiative LLC*, 137 A.D.3d 409 (1st Dep't 2016).

114. General Business Law Section 352-c(1)(b) of the Martin Act prohibits and makes illegal any promise or representation as to the future that is beyond reasonable expectation or unwarranted by existing circumstances. Section 352-c(1)(c) prohibits and makes illegal making any statement that is false where the person making the statement with reasonable effort could have known the truth, made no reasonable effort to ascertain the truth, or did not have knowledge concerning the statement made.

115. Likewise, Section 63(12) authorizes OAG to bring an action against any person or entity that engages in "repeated fraudulent or illegal acts" or "otherwise demonstrate[s] persistent fraud or illegality in the carrying on … or transaction of business." The statute broadly construes fraud as conduct that has "the capacity or tendency to deceive," or "creates an atmosphere

conducive to fraud." *N. Leasing Sys., Inc.*, 193 A.D.3d at 75; *State v. Gen. Elec. Co.*, 302 A.D.2d 314, 314 (1st Dep't 2003).

116. OAG need not show an intent to defraud or reliance under either the Martin Act or § 63(12). *Rachmani*, 71 N.Y.2d at 725 n.6; *Apple Health*, 206 A.D.2d at 267; *Trump Entrepreneur Initiative*, 137 A.D.3d at 417 ("fraud under § 63(12) may be established without proof of scienter or reliance").

117. OAG finds that Respondents Galaxy Digital Holdings Ltd., Galaxy Digital Inc., Galaxy Digital Trading Cayman LLC, Galaxy Trading Asia Limited LLC, and Galaxy Digital Trading HK Limited's actions through Novogratz violated General Business Law Sections 352 and 352-c(1)(b) and (c) as well Executive Law Section 63(12).

118. Respondents neither admit nor deny the OAG's findings in paragraphs 1 –112 above.

119. The OAG finds the relief and agreements contained in this Assurance are appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of the Martin Act, General Business Law Sections 352 et seq. generally and Section 352-c(1)(b) and (c) specifically, and Executive Law Section 63(12) based on the conduct described above during the period October 27, 2020, through May 18, 2022.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

120. General Injunction: Respondents shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to the Martin Act, General Business Law, Article 23, Sections 352 et seq. generally and Section 352-c(1)(b) and (c) specifically and Executive Law Section 63(12), and expressly agree and acknowledge that any such conduct is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 119, *supra*, in addition to any other appropriate investigation, action, or proceeding.

121. Programmatic Relief: Respondents Galaxy Digital Holdings Ltd., Galaxy Digital Inc., Galaxy Digital Trading Cayman LLC, Galaxy Trading Asia Limited, and Galaxy Digital Trading HK Limited shall refrain from engaging in fraudulent, deceptive, and illegal acts like those alleged in this Complaint.

a. Public Statements about Cryptocurrencies and Digital Assets

(i) Galaxy shall refrain from any explicit or implicit agreement to provide favorable public statements about a cryptocurrency in exchange for compensation or any other benefit, unless it fully discloses publicly the full details of such compensation or benefit.

(ii) Galaxy shall create, maintain, and adhere to policies and procedures requiring any person affiliated with Galaxy who has knowledge of Galaxy's interest in a cryptocurrency, to receive, where practical, preapproval of any communication about such cryptocurrency in writing from Galaxy's chief compliance officer or chief legal officer or persons in

positions equivalent thereto before publishing such communication. Galaxy's chief compliance officer or chief legal officer or persons in positions equivalent thereto shall regularly review a reasonable sample of statements that were not preapproved to ensure they comply with New York law and where they do not shall determine whether any corrective disclosures, self-reporting or disciplinary action is required.

(iii) Galaxy shall create, maintain and adhere to policies and procedures regulating any person affiliated with Galaxy who has knowledge of Galaxy's interest in a cryptocurrency, from making any written publicly disseminated favorable statement, recommendation, or price target about a cryptocurrency to the retail public unless such statement, recommendation, or price target has a reasonable basis and is accompanied by:

(a) a clear explanation of any valuation method used and a fair presentation of the risks that may impede achievement of the favorable statement, recommendation, or price target;

(b) a prominent disclosure of whether Galaxy or an affiliated person has a financial interest in the cryptocurrency (including, without limitation, whether it consists of any option, right, warrant, future, long or short position), and the nature of such interest;

(c) a prominent disclosure of whether Galaxy or an affiliated person has provided services to or received services from the issuer or an affiliate of the issuer of the cryptocurrency; and

(d) a prominent disclosure of whether the speaker intends to sell or direct to sell any portion of a position in the cryptocurrency at the time Galaxy or the affiliated person makes a statement about that cryptocurrency, or at the time when such a statement is disseminated.

(iv) Galaxy shall maintain records of public appearances, statements, and communications about any cryptocurrency by Galaxy or any person affiliated with it for at least six years from the date of the public appearance or communication. Such records shall be sufficient to record the date, time, location, length and purpose of the event, the names of all Galaxy speakers, the names of all attendees if known, and the substance of each speaker's presentation at the event, as well as and copies of any event recordings.

b. Purchases of Cryptocurrencies from an Issuer or Its Affiliate

(i) Galaxy shall create, maintain and adhere to policies and procedures prohibiting its employees from making investments in, or otherwise taking any financial position in, including by buying or selling equity, debt or cryptocurrency associated with, any Galaxy investment, without Galaxy's approval.

(ii) Galaxy must ensure that it or an affiliated person who buys a cryptocurrency from the issuer or an affiliate of the issuer of such cryptocurrency, prior to any subsequent sale of such cryptocurrency, does the following:

(a) Obtains a legal analysis from an attorney admitted to the New York State Bar on whether the cryptocurrency is a security.

(b) If the subject cryptocurrency is a security, Galaxy or the affiliated person must comply with New York General Business Law Sections 359-E and 359-F and federal securities laws for any and all sales of such cryptocurrency.

c. *Registration with New York Department of State Division of Corporations*. All Galaxy entities with offices in New York or that conduct business in or from New York shall file with the Department of State as domestic or foreign corporations, as appropriate for each entity.

122. Monetary Relief

a. *Monetary Relief Amount*: Respondents Galaxy Digital Holdings Ltd., Galaxy Digital Inc., Galaxy Digital Trading Cayman LLC, Galaxy Trading Asia Limited, and Galaxy Digital Trading HK Limited shall jointly pay to the State of New York $200,000,000 in disgorgement (the "Monetary Relief Amount"). Payment of the Monetary Relief Amount shall be made in accordance with the following schedule:

(i) $40 million within fifteen days of execution of this Assurance

(ii) $40 million within one year of execution of this Assurance

(iii) $60 million within two years of execution of this Assurance

(iv) $60 million within three years of execution of this Assurance

b. Each payment shall be by wire transfer and shall refer to Assurance No. 25-011.

123. Respondents agree that they will not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax, directly or indirectly, for any portion of the payment that they shall make pursuant to this Assurance.

124. Each Respondent represents that they have not made a claim and will not make a claim for indemnity, reimbursement, or insurance with respect to any of the Monetary Relief described above.

MISCELLANEOUS

Subsequent Proceedings.

125. Respondents Galaxy Digital Holdings Ltd., Galaxy Digital Inc., Galaxy Digital Trading Cayman LLC, Galaxy Trading Asia Limited, and Galaxy Digital Trading HK Limited expressly agree and acknowledge that the OAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 132, and agree and acknowledge that in such event:

a. any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance;

b. the OAG may use statements, documents or other materials produced or provided by the Respondents prior to or after the effective date of this Assurance;

c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue.

d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

126. If a court of competent jurisdiction determines that any of the Respondents have violated the Assurance, such Respondent shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance:

127. This Assurance is not intended for use by any third party in any other proceeding.

128. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents. Respondents shall include any such successor, assignment or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

129. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

130. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondents.

Communications:

131. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 25-011, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to Respondents Galaxy Digital Holdings Ltd., Galaxy Digital Inc., Galaxy Digital Trading Cayman LLC, Galaxy Trading Asia Limited, or Galaxy Digital Trading HK Limited, to:

Fiona Moran
Davis Polk & Wardwell LLP
1050 17th Street, NW
Washington, DC 20036
Fiona.moran@davispolk.com

And

Robert A. Cohen
Davis Polk & Wardwell LLP
1050 17th Street, NW
Washington, DC 20036
robert.cohen@davispolk.com

If to the OAG, to:

Office of the New York State Attorney General
Investor Protection Bureau
Attn.: John Ruth, Assistant Attorney General
28 Liberty Street
New York, New York 10006
john.ruth@ag.ny.gov

And

Office of the New York State Attorney General
Investor Protection Bureau
Attn.: Kwame Anthony, Assistant Attorney General

28 Liberty Street
New York, New York 10006
kwame.anthony@ag.ny.gov

or in their absence, to the person holding the title of Bureau Chief, Investor Protection Bureau.

Representations and Warranties:

132. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by the Respondents and their counsel and the OAG's own factual investigation as set forth in Findings and Conclusions, paragraphs 1 – 119, above. The Respondents represent and warrant that neither they nor their counsel have made any material representations to the OAG that are inaccurate or misleading. If any material representations by Respondents or their counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

133. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the Respondents in agreeing to this Assurance.

134. The Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved. The Respondents further represent and warrant that Galaxy Digital Holdings Ltd., Galaxy Digital Inc., Galaxy Digital Trading Cayman LLC, Galaxy Trading Asia Limited, and Galaxy Digital Trading HK Limited each, by the undersigned, as the signatories to this AOD, is a duly authorized officer acting at the direction of the Board of Directors of each Galaxy Respondent.

General Principles:

135. Unless a term limit for compliance is otherwise specified within this Assurance, the Respondents' obligations under this Assurance are enduring. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

136. Respondents shall not in any manner discriminate or retaliate against any of their employees, including but not limited to employees who cooperated or are perceived to have cooperated with the investigation of this matter or any future investigation related to enforcing this agreement.

137. Respondents agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in the Assurance or creating the impression that the Assurance is without legal or factual basis. Respondents may advance defenses in litigation or regulatory proceedings with other parties regarding the same or similar conduct.

138. This Assurance is not intended to subject Respondents to, or form the basis for, any disqualifications contained in the federal securities laws or the Commodity Exchange Act, the rules and regulations thereunder, the rules and regulations of any self-regulatory organizations, or various states' securities laws, including any disqualifications from relying upon registration exemptions or safe harbor provisions. This Assurance is not a final order of any court.

139. Nothing contained herein shall be construed to limit the remedies available to the OAG in the event that the Respondents violate the Assurance after its effective date.

140. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

141. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

142. Each Respondent acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

143. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

144. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

145. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the effective date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

146. The effective date of this Assurance shall be the date of signing by the OAG.

LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

Date: March 27, 2025

By: _____
John Ruth
Assistant Attorney General
Investor Protection Bureau

GALAXY DIGITAL HOLDINGS LTD.

By: Andrew Siegel, Authorized Signatory

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 24th day of March in the year 2025 before me personally came Andrew Siegel to me known, who, being by me duly sworn, did depose and say that he resides in 300 Vesey St., New York, New York 10282; that he is the Authorized Signatory and duly appointed representative of the Respondent, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

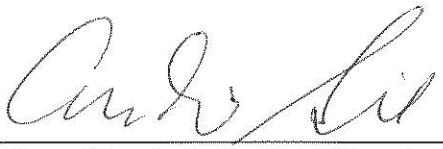
Sworn to before me this

24th day of March, 2025

NOTARY PUBLIC

Shanelle Tamar Hunte
Notary Public, State of New York
Reg. No. 01HU0028773
Qualified in Queens County
Commission Expires 09/13/2028

GALAXY DIGITAL INC.



By: Andrew Siegel, Authorized Signatory

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 24th day of March in the year 2025 before me personally came Andrew Siegel to me known, who, being by me duly sworn, did depose and say that he resides in 300 Vesey St., New York, New York 10282; that he is the Authorized Signatory and duly appointed representative of the Respondent, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

Sworn to before me this

24th day of March, 2025

NOTARY PUBLIC

Shanelle Tamar Hunte
Notary Public, State of New York
Reg. No. 01HU0028773
Qualified in Queens County
Commission Expires 09/13/2028

GALAXY DIGITAL TRADING CAYMAN LLC

By: Andrew Siegel, Authorized Signatory

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 24th day of March in the year 2025 before me personally came Andrew Siegel to me known, who, being by me duly sworn, did depose and say that he resides in 300 Vesey St., New York, New York 10282; that he is the Authorized Signatory and duly appointed representative of the Respondent, the organization described in and which executed the above instrument; and that he signed his name thereto by authority of the organization.

Sworn to before me this

24th day of March, 2025

NOTARY PUBLIC

Shanelle Tamar Hunte
Notary Public, State of New York
Reg. No. 01HU0028773
Qualified in Queens County
Commission Expires 09/13/2028

GALAXY TRADING ASIA LIMITED

By: Andrew Siegel, Authorized Signatory

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 24th day of March in the year 2025 before me personally came Andrew Siegel to me known, who, being by me duly sworn, did depose and say that he resides in 300 Vesey St., New York, New York 10282; that he is the Authorized Signatory and duly appointed representative of the Respondent, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of board of directors of the corporation.

Sworn to before me this

24th day of March, 2025

NOTARY PUBLIC

Shanelle Tamar Hunte
Notary Public, State of New York
Reg. No. 01HU0028773
Qualified in Queens County
Commission Expires 09/13/2028

GALAXY DIGITAL TRADING HK LIMITED

By: Andrew Siegel, Authorized Signatory

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 24th day of March in the year 2025 before me personally came Andrew Siegel to me known, who, being by me duly sworn, did depose and say that he resides in 300 Vesey St., New York, New York 10282; that he is the Authorized Signatory and duly appointed representative of the Respondent, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of board of directors of the corporation.

Sworn to before me this

24th day of March, 2025

NOTARY PUBLIC

Shanelle Tamar Hunte
Notary Public, State of New York
Reg. No. 01HU0028773
Qualified in Queens County
Commission Expires 09/13/2028