Settlement Agreement Summary

Customer Impact and Claims Process

Summary

On May 8, 2026, the Trustee, Qenta, G-Commerce DMCC, and Responsible Gold Trading DMCC entered into a Settlement Agreement (the Settlement Agreement) in the judicial case filed in the United States District Court for the District of Puerto Rico. The Settlement Agreement provides concrete benefits to Opt-in customers who elect to participate in the ongoing liquidation process ("Reverse Migration Customers") by establishing a defined, Office of the Commissioner of Financial Institutions of Puerto Rico (OCIF) -supervised path to payment without further litigation.

As reflected in the Settlement Agreement, Reverse Migration Customers receive a structured claims window, reconciliation process, and an absolute funding commitment designed to ensure full payment of allowed claims through the OCIF liquidation process. Separately, the Settlement Agreement defines excess funds only after all timely claims are adjudicated and all allowed claims are paid or reserved for payment, and it clarifies that the Trustee is not required to transfer Excess Funds to Qenta and that any disputes regarding excess funds, if any arise, remain reserved for the parties to resolve without the Trustee's participation.

What the Settlement Agreement Provides:

1. The Settlement Agreement provides that the Trustee will also process the allowed claims of opt-in customers who have filed or will file claims in the OCIF-ordered liquidation process ("Reverse Migration Customers") directly from funds under the Trustee's custody, subject to the Terms of Agreement.

2. The Settlement Agreement provides a 60-day period for certain Opt-In Customers to file claims in the OCIF-ordered liquidation process and thereby become Reverse Migration Customers, with notice to be sent within ten (10) business days of execution.

3. After the 60-day period, the Trustee and Qenta must reconcile the final population of Reverse Migration Customers and update the Sources and Uses schedule reflecting the cash required to satisfy the allowed Reverse Migration Customer claims.

4. The Settlement Agreement requires that, within fifteen (15) business days after the Trustee delivers an updated, accurate Sources and Uses schedule, Qenta "shall transfer to the Trustee, in immediately available funds, an amount sufficient to cover any shortfall" needed to satisfy in full all allowed Reverse Migration Customer claims; these funding obligations are absolute

and not contingent and not subject to setoff, deduction, or delay (except as agreed between the Trustee and Qenta).

5. The Settlement Agreement defines excess funds as EPB-derived assets remaining in a party's custody only after (i) claim deadlines expire, (ii) all timely claims are adjudicated/allowed/disallowed, and (iii) all allowed claims are paid or reserved for payment in accordance with the OCIF-approved liquidation process and the Settlement Agreement.

6. The Settlement Agreement states that nothing in this agreement shall be construed to: (i) require the trustee to transfer any excess funds to Qenta or its affiliates and further provides that each party is solely responsible for disposition of Excess Funds in accordance with applicable law.

7. The Settlement Agreement provides that "any claims, rights, or causes of action between or among Qenta, Schiff, or any of their respective affiliates or related parties," including claims relating to the termination of the Purchase Agreement, are "expressly excluded from and unaffected by this Agreement," and remain fully reserved and may be asserted exclusively by and among such parties without intervention or participation by the trustee.

8. The Settlement Agreement also provides that, notwithstanding the releases and covenants determined, nothing in the agreement shall be deemed to release, waive or otherwise affect any claims that may be held by any EPB customers against any of the Qenta releasees.

The executed Settlement Agreement, together with all exhibits thereto, is enclosed. You should review these documents carefully and in detail, and if you have any question or doubt regarding their content or effect on your claim, you should discuss them with your counsel or other advisor.

Additional notices and information will be remitted through the liquidation portal. You are encouraged to follow the instructions provided there carefully and in a timely manner.

Wigberto Lugo Mender, Esq., CPA
Trustee appointed by
The Office of the Commissioner of Financial Institutions of Puerto Rico