

Exhibit G-2

Limited Liability Company Agreement of Electron Exchange DCM, LLC
dated March 5, 2023

**LIMITED LIABILITY COMPANY AGREEMENT
OF
ELECTRON EXCHANGE DCM, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of Electron Exchange DCM, LLC (the "**Company**") is made as of March 5, 2023 (the "**Effective Date**") by **Electron Exchange Holdings, Inc.**, a Delaware corporation ("**Parent**"), and the Company.

Parent recently caused the Company to be formed and desires to confirm (among other things) (i) the terms and conditions on which Parent is becoming the sole member of the Company, and (ii) the governance and conduct of the Company's business and affairs.

For good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Parent and the Company, intending to be legally bound, agree as follows:

1. General.

(a) **Company's Formation & Purpose.** The Company was formed on February 24, 2023, via the filing, with the Delaware Secretary of State, of the Company's Certificate of Formation (the "**Formation Instrument**"), which filing was effected in accordance with the Limited Liability Company Act of the State of Delaware (the "**LLC Act**"). The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be formed under the LLC Act.

(b) **Name.** The Company's name is "**ELECTRON EXCHANGE DCM, LLC**", and the Company may also do business under any assumed, trade, or other name that the Board (as defined in **Section 2(a)** below) may select from time to time.

(c) **DE Company Number; Federal EIN.** The State of Delaware has assigned to the Company the following company number: **7316715**. The Internal Revenue Service has assigned to the Company the following Federal Employer Identification Number: **92-2539224**.

(d) **Organizer; Admission of the Member.** Lawrence J. Studnický acted as an Authorized Person for the purposes of executing, delivering, and causing the filing of the Formation Instrument with the Delaware Secretary of State. As such Authorized Person, he hereby admits Parent as a member of the Company and constitutes Parent as the sole owner of all of the Company's authorized and outstanding membership interests (the "**Membership Interests**"); and, in such capacity, Parent is hereinafter called the "**Member**". Having done so, Mr. Studnický has resigned as an Authorized Person.

2. Governance & Related Matters.

(a) **Establishment of the Board; Powers.** The board of managers of the Company (the "**Board**") shall be comprised initially of five (5) natural persons (each such person, a "**Manager**"). Subject to **Section 2(b)** below, the initial Managers shall be appointed by the Parent, which shall designate one of the individuals to serve as the Chairman of the Board (the "**Chairman**"). The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full and complete power, authority, and discretion for, on behalf of, and in the name of the Company to take such actions as it may in its sole discretion deem necessary or advisable

to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement.

(b) **Number and Qualification.** Subject to **Section 2(a)** above and the DCM Rules (as defined below in **Section 2(m)**), the number of Managers which shall constitute the whole Board shall be determined from time to time by resolution of the Board, provided, however, that: (i) the number of Managers shall be at least five (5); (ii) at least **thirty-five percent (35%)** of such Managers must qualify as “public directors” as defined in the Appendix B Guidance to Part 38 of the Regulations of the U.S. Commodity Futures Trading Commission (“**CFTC**”) (or any revised or successor definition thereto adopted by the CFTC); and (iii) each Manager must meet such fitness standards as may be prescribed in the DCM Rules or in any applicable rules, regulations, orders or interpretations of the CFTC.

(c) **Vacancies.** Subject to **Sections 2(a) and 2(b)** above, Parent may fill vacancies in the Board occurring for any reason, including (but not limited to) newly created vacancies resulting from any increase in the authorized number of Managers.

(d) **Term.** Except as otherwise provided by law or this Agreement, Managers shall hold office until their successors are elected and qualified or until their earlier resignation or removal. Any Manager may resign at any time upon notice given in writing or by electronic transmission to the Company; provided that such resignation shall also be effective as to such Manager’s tenure (if applicable) on the board of directors of (i) Parent, and (ii) any other subsidiary of Parent. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

(e) **Removal.** To the extent permitted or required by law, a Manager may be removed at any time from office, with or without cause, by Parent.

(f) **Meetings.** Regular meetings of the Board may be held (i) at such time, date, and place as the Board may from time to time determine, and (ii) without notice if the meeting at issue is consented to or approved by Managers having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all Managers entitled to vote thereon were present and voted. Special meetings of the Board may be called, orally or in writing, by the Chairman, if one is elected, or, if there is no Chairman, by two or more Managers, so long as the person(s) calling such meeting shall designate the time, date, and place thereof. Managers may participate in meetings of the Board by means of conference telephone or other communications equipment by means of which all Managers participating in the meeting can hear each other; and participation in a meeting in accordance herewith shall constitute presence in person at such meeting.

(g) **Notice of Meetings.** To the extent notice of a Board meeting is provided, notice of the time, date, and place of such meeting shall be given to each Manager (i) by the Chairman, or (ii) in case of the death, absence, incapacity, or refusal of the Chairman, by the person(s) calling such meeting. Notice shall be given to each Manager (A) by facsimile transmission or email sent at least twenty-four (24) hours in advance of such meeting, or (B) by written notice mailed to each Manager’s business or home address at least forty-eight (48) hours in advance of the meeting.

(h) **Quorum.** At any meeting of the Board, a majority of the total number of Managers shall constitute a quorum for the transaction of business, provided that at least one Manager attending such

meeting must be a public director. Less than a quorum may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice.

(i) **Action at Meeting.** At any meeting of the Board at which a quorum is present, unless otherwise provided in the following sentence, a majority of the Managers present may take any action on behalf of the Board, unless a larger number is required by law or this Agreement. So long as there are two (2) or fewer Managers, any action to be taken by the Board shall require the approval of all Managers.

(j) **Action by Written Consent.** Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if (i) all Managers consent thereto in writing or by electronic transmission, and (ii) the writing or writings or electronic transmission or transmissions are filed with the records of the meetings of the Board. Each such filing shall be (A) in paper form if the minutes are maintained in paper form, and (B) in electronic form if the minutes are maintained in electronic form. Any actions taken by the Board by written consent may be executed in one or more counterparts, all of which together shall constitute one and the same document, and facsimile or electronic signatures (including electronic signatures complying with the U.S. federal ESIGN Act of 2000) shall have the same effect as original signatures.

(k) **Committees.**

(1) The Board may, by resolution passed by a majority of the Managers, establish one or more committees, each committee to consist of one or more Managers. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified Manager at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting (whether or not such member or members constitute a quorum) may unanimously appoint another Manager to act at the meeting in the place of any such absent or disqualified person.

(2) Any such committee, to the extent permitted by law and to the extent provided in the applicable resolution of the Board, (i) shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company, and (ii) may authorize the seal of the Company to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to the following: (A) approving or adopting any action or matter expressly required by law or this Agreement to be submitted to the Members for approval, or (B) adopting, amending, or repealing any provision of this Agreement.

(3) Except as the Board may otherwise determine, any such committee may make rules for the conduct of its business; but, in the absence of such rules, its business shall be conducted so far as possible in the same manner as is provided in this Agreement for the Board. All members of such committees shall hold their committee offices at the pleasure of the Board, and the Board may abolish any committee at any time.

(l) **Officers.** At any meeting of the Board, the Board may appoint one or more officers (“Officers”) of the Company and provide the power and authority that such Officers shall have. Subject to this Agreement, each Officer of the Company shall have (in addition to the duties and powers specifically set forth in this Agreement), except as limited by applicable regulation or law, (i) such duties and powers as are

customarily incident to such Officer's office, and (ii) such duties and powers as may be designated from time to time by the Board.

(m) **DCM Rules.** In addition to being governed by this Agreement, the business and affairs of the Company shall also be supplemented and governed by such rules as the Company shall adopt (the "**DCM Rules**") (i) in connection with its application to register with the CFTC under the U.S. Commodity Exchange Act ("**CEA**") as a designated contract market ("**DCM**"), and/or (ii) following its registration as a DCM, as such rules may be in effect from time to time. In the event of any inconsistency between the terms of the DCM Rules and this Agreement, the terms of this Agreement shall govern. The DCM Rules shall initially be set forth in a joint rulebook with the Company's affiliate, Electron Exchange DCO, LLC.

(n) **Bank Accounts; Books & Records; Accounting.** The Manager shall ensure that the Company will at all times maintain bank and other financial accounts that are separate and distinct from any such accounts of the Member. The Manager shall keep or cause to be kept at the address of the Company (or at such other place as the Manager shall determine in its discretion) true and full books and records regarding the status of the business and financial condition of the Company. The Company's financial statements shall be maintained in accordance with tax accounting principles applied from period to period on a consistent basis. The Manager shall cause to be prepared and distributed to the Member, within ninety (90) days after the end of each fiscal year, unaudited annual financial statements of the Company.

(o) **Tax Treatment of the Company.** The Company shall (i) be operated in a manner consistent with treatment as a "partnership" for federal and (if applicable) state and local income tax purposes, and (ii) not be operated or treated as a "partnership" for purposes of Section 303 of the Federal Bankruptcy Code. The Member agrees (i) to treat the Company in the same manner for applicable income tax purposes, and (ii) not to take any action inconsistent with the Company's tax treatment as established by operation of this **Section 2(c)**.

(p) **Transactions With the Company.** The Member (as well as its current or future affiliates) shall, subject to applicable law, (i) have the right to contract, transact business, and otherwise deal with the Company (including by lending money to or on behalf of, borrowing money from, acting as a guarantor or surety for, or providing collateral for the obligations of, the Company) and (ii) have the same rights and obligations with respect to any such matter as a person or entity who has no such relationship to the Company.

(q) **Loans from Member.** Without limiting the generality of paragraph (p) immediately above, the Member is permitted from time to time (at its discretion) to make loans to the Company. A loan by the Member to the Company shall not be considered a capital contribution. If the Member shall advance funds to the Company as a loan (it being understood that the Member has no obligation to do so), then the making of such loan shall not result in any increase in or other adjustment to the capital account of such Member. The amount of any such loan shall: (i) be a debt of the Company to the Member; (ii) be payable or collectible only out of Company assets in accordance with the terms and conditions upon which such loan is made; and (iii) bear interest at such rate as the Manager determines, provided that the rate may not exceed the composite "prime rate" as reported in the *Wall Street Journal* (at the time such loan is made) plus two (2) percentage points.

3. Title to Company Assets. Title in and to all assets of the Company shall be held in the name of the Company alone, and neither the Manager nor the Member shall have, in such person's capacity

as such, any (i) individual ownership interest or rights in such assets, (ii) right to seek or obtain a partition of such assets, or (iii) right to any specific assets of the Company upon the liquidation of, or upon any distribution from, the Company. In furtherance of the foregoing, the Manager shall ensure that the Company's assets and properties (whether owned or leased) shall be accounted for separately from any assets or properties of the Member and its affiliates.

4. Limited Liability. All debts, obligations, and liabilities of the Company (whether arising in contract, tort, or otherwise) shall be solely the debts, obligations, and liabilities of the Company, and neither the Manager nor the Member shall be, in such person's capacity as such, obligated personally for any such debt, obligation, or liability solely by reason of being a member or Manager. Except as otherwise expressly required by law, the Member shall not have any liability arising out of its status as a member which is in excess of (i) the amount of the Member's capital contributions (if any) made to the Company, (ii) the Member's share of any assets and undistributed profits of the Company, and (iii) the amount of any distributions wrongfully made to the Member.

5. Distributions. The Company may make distributions to the Member from time to time and in such amounts as determined by the Board, provided, however, that the Company shall not make any distribution that, if made, would put the Company in non-compliance with any financial or capital requirements imposed by the CFTC by rule, regulation, order, or interpretation (such as under subpart V of the Part 38 of the CFTC Regulations), if and as may be applicable to the Company.

6. Duration & Dissolution. The term of the Company shall be perpetual, unless the Company is terminated or dissolved earlier in accordance herewith. The Company shall be dissolved and its affairs shall be wound up upon the first to occur of the following: (i) the Manager's determination to dissolve the Company; and (ii) the entry of a decree of judicial dissolution under the LLC Act. Subject to the provisions of the LLC Act, the Manager shall have the right to wind up the Company's affairs in accordance therewith (and shall promptly do so upon dissolution of the Company), and shall also have the right to act as or appoint a liquidating trustee in connection therewith. Upon the winding up of the Company, the assets shall be distributed in the manner provided in the LLC Act.

7. Governing Law; Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any jurisdiction's principles of conflict of laws. In particular, this Agreement shall be construed to the maximum extent possible to comply with all the terms and conditions of the LLC Act. This Agreement (along with the DCM Rules) shall also be governed by and construed in accordance with the CEA and the rules, regulations, interpretations, or orders of the CFTC thereunder. If, nevertheless, a court of competent jurisdiction shall determine that any provisions or wording of this Agreement shall be invalid or unenforceable under the LLC Act, the CEA, or other applicable law, then such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law; and, if such term or provisions cannot be so limited, then this Agreement shall be construed to omit such invalid or unenforceable terms or provisions.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Agreement and of the parties' executed signature pages by facsimile or email transmission (e.g., attaching a signed signature page as a ".pdf", ".jpeg" or ".tif" file) shall constitute effective execution and delivery of this Agreement as to the parties

and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or email shall be deemed to be their original signatures for all purposes. This Agreement also may be executed and delivered by means of any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., www.docusign.com).

9. Miscellaneous. This Agreement (i) embodies the sole and entire agreement of the parties in respect of, and supersedes all prior oral or written understandings among them concerning, the subject matter hereof, (ii) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and (iii) may be executed in counterparts (including via electronic, facsimile and digital means), all of which together shall constitute one and the same instrument.

Please indicate Parent's acceptance of this Agreement by signing in the space provided below.

ELECTRON EXCHANGE DCM, LLC

DocuSigned by:
By Philip A. Krim
Philip A. Krim, CEO

**ACCEPTED AND AGREED TO
BY THE SOLE MEMBER:**

ELECTRON EXCHANGE HOLDINGS, INC.

DocuSigned by:
By Philip A. Krim
Philip A. Krim, CEO